

# Car Rental Loss and Damage Insurance Plan Documents

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

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

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

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

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

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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.

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

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

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

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

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

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

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

**Common Carrier Frequent Flyer Miles** means an award of air transportation, regardless of whether the award is referenced as frequent flyer miles, voucher, trip pass, coupon, or other awards, provided to a Card Member or for which a Card Member may benefit that may be used to pay, in full or in part, or otherwise defray or reduce the costs of Rental Vehicle.

**Company** means AMEX Assurance Company.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **How to Activate Coverage**

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

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

## **III. DESCRIPTION OF BENEFITS**

### **What is Covered**

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

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

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

### **Length of Coverage**

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

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

## **IV. EXCLUSIONS**

### **General Exclusions**

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

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

### **Vehicles Not Covered**

This Plan does not cover rentals of:

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

### **Losses Not Covered**

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

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

8. Theft of or Damage to tires (flats or blowouts), unless Damaged by fire, malicious mischief, vandalism, or stolen, unless the loss is coincident with and from the same cause as other loss covered by the Plan;
9. Damage to any vehicle other than the Rental Vehicle; and
10. Damage to any property other than the Rental Vehicle, owner's property, or items not permanently attached to the Rental Vehicle.

This Plan does not cover, and benefits will not be paid for:

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

## **V. CLAIMS PROCESS**

If You experience a loss for which You believe a benefit is payable under this Plan, You must provide both Notice of Claim and Proof of Loss.

### **Notifying Law Enforcement Agency**

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

### **Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the loss. You or the Authorized Driver may contact the Company by calling toll-free stateside 1-800-338-1670 or, if from overseas, by calling collect 1-216-617-2500. You or the Authorized Driver may also write to Us at Car Rental Loss and Damage Insurance Claims Unit, PO Box 94729, Cleveland, Ohio 44101-4729.

Failure to provide Notice of Claim within thirty (30) days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if it can be shown that Notice of Claim was provided as soon as reasonably possible. At the time You or the Authorized Driver provides Us with Notice of Claim, We will assist with completion of the Proof of Loss by providing instructions and/or documents, which You or the Authorized Driver may have to complete and return to Us. You or the Authorized Driver are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process the claim, determine if benefits are payable and collect amounts recoverable from others. No claim will be denied based upon Your or the Authorized Driver's failure to provide notice within such specified time, unless this failure operates to prejudice Our rights.

### **Proof of Loss**

If required, a claim form will be sent to You or the Authorized Driver after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within sixty (60) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Car Rental Loss and Damage Insurance Claims Unit, PO Box, 94729, Cleveland, Ohio 44101-4729. If the required proof of loss and other documentation is not received within sixty (60) days of the date of loss (except for documentation which has not been furnished for reasons beyond Your or the Authorized Driver's control), coverage may be denied. It is the claimant's responsibility to provide all required documentation.

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

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

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

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

### **Payment of Claims**

A claim for benefits provided by this Plan will be paid within ninety (90) days after Our receipt of satisfactory Proof of Loss documentation and determination that a claim is payable according to the terms of the Plan. Any payment made by Us in good faith pursuant to this or any other provision of this Plan will fully discharge Us to the extent of such payment.

## **VI. GENERAL PROVISIONS**

### **Change of Permanent Residence**

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

### **Clerical Error**

A clerical error made by the Company will not invalidate insurance otherwise validly in force nor continue insurance not validly in force.

### **Conformity with State and Federal Law**

If a Plan provision does not conform to applicable provisions of State or Federal law, the Plan is hereby amended to comply with such law.

### **Entire Contract; Representation; Change**

This Description of Coverage, the Policy, the declarations page and any applications, endorsements or riders make up the entire contract. Any statement You or the Authorized Driver make is a representation and not a warranty. This Description of Coverage may be changed at any time by written agreement between the Master Policyholder and the Company. Changes shall take effect as of the date a replacement Description of Coverage, if any, is issued or the date otherwise agreed upon by the Master Policyholder and the Company. A copy of the Policy will be maintained and kept by the Master Policyholder and may be examined at any reasonable time upon reasonable notice.

### **Fraud**

If any request for benefits made under the Plan is determined to be fraudulent, or if any fraudulent means or devices are used by You or the Authorized Driver or by anyone acting on Your or their behalf to obtain benefits, all benefits will be forfeited.

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

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

2. concealed or misrepresented any fact if the fact misrepresented contributes to the loss.

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

### **Legal Actions**

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after three (3) years from the time written Proof of Loss is required to be given.

### **Right of Recovery**

If We make a payment to You under this Plan and You recover an amount from another, equal to or less than Our payment, You shall hold in trust for Us any proceeds of the recovery and reimburse Us to the extent of Our payment. If Our payments exceed the maximum amount payable under the benefits of this Plan, We have the right to recover from You any amount exceeding the maximum amount payable.

### **Secondary Coverage**

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

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

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

### **Subrogation**

In the event of any payment under this Plan, We shall be subrogated to the extent of such payment to all Your rights of recovery. You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or otherwise pursue subrogation rights in Your name. You shall do nothing to prejudice such subrogation rights.

We shall be entitled to a recovery as stated in these provisions only after You have been fully compensated for damages by another party.

## **VII. TERMINATION OR CANCELLATION**

Coverage will terminate automatically on the earliest of the following:

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

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



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

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

**VIII. IMPORTANT ADDITIONAL INFORMATION FOR YOU**

The benefits described herein are subject to all of the terms, conditions, and exclusions of the Policy. This Description of Coverage replaces any prior Description of Coverage which may have been furnished in connection with the Policy. For any questions regarding the benefits described in this Description of Coverage, please call 1-800-338-1670 or International Collect 1-216-617-2500, 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:



Troy E. Glover  
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.

CRLDI-END1-AL 09/17

### Applicable to Residents of Alaska

1. The opening paragraph to **General Exclusions** and **Losses Not Covered** sections are replaced by the following:

The Plan does not cover losses for which coverage is sought was directly or wholly caused by:

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

A claim for benefits provided by this Plan will be paid within thirty (30) 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.

3. 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.

CRLDI-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 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 of 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 any proceeds of the recovery and reimburse Us to the extent of Our payment. If Our payments exceed the maximum amount payable under the benefits of this Plan, We have the right to recover from You any amount exceeding the maximum amount payable, only after You have been fully compensated for the loss sustained.

CRLDI-END1-AR 09/17

### Applicable to Residents of Connecticut

1. **General Exclusion** number six (# 6) is deleted in its entirety and replaced by the following:
  6. Any loss caused by the voluntary use of any controlled substance as defined in the Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now of hereafter amended, unless as prescribed by his physician for the insured;
2. 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 all Your right of recovery. As permitted by law, 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.

CRLDI-END1-CT 09/17

### Applicable to Residents of Georgia

1. The second part to **Losses not Covered** section is replacing number six (# 6) with the following:
  6. diminishment of value, unless reimbursement is required by law; and

CRLDI-END1-GA 09/17

### Applicable to Residents of Kansas

1. **Index Section VII** is replaced by the following:

Cancellation	Section VII
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2. The following is added to the end of **Eligibility and Coverage Activation** section:

#### **When Coverage is No Longer Activated**

Coverage for Theft of or Damage to an eligible Rental Vehicle will become inactive:

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

If any request for benefits made under the Plan is determined to be a fraudulent insurance act, or if any

fraudulent means or devices are used by You or the Authorized Driver or by anyone acting on Your or their behalf to obtain benefits, all benefits will be forfeited.

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 if You or the Authorized Driver, whether before or after a loss, have:

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

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

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 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.

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 claim submitted prior to cancellation subject to all other terms of the Policy.

CRLDI-END1-KS 09/17

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

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

A claim for benefits provided by this Plan will be paid within thirty (30) 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.

2. 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.

3. 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.

CRLDI-END1-LA 09/17

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

1. The second paragraph on the first page is replaced by the following:

Coverage is worldwide except for vehicles rented in Australia, Italy, and New Zealand. In addition, pursuant to the economic or trade sanction by United States of America law or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), coverage will not be extended for countries on the OFAC sanctioned county list. Coverage that is in violation of such sanctions, law and regulation will not be covered under the policy.

2. 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 has been received by Us. No such action may be brought after three (3) years from the date that the action accrues.

3. 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.

CRLDI-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.

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.

CRLDI-END1-MN 09/17

### **Applicable to Residents of Missouri**

1. 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 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.

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

Notice of Claim should be provided to Us within thirty (30) days of the loss. You or the Authorized Driver may contact the Company by calling toll-free stateside 1-800-338-1670 or, if from overseas, by calling collect 1-216-617-2500. You or the Authorized Driver may also write to Us at Car Rental Loss and Damage Insurance Claims Unit, PO Box 94729, Cleveland, Ohio 44101-4729.

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

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 Authorized Driver after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within sixty (60) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Car Rental Loss and Damage Insurance Claims Unit, PO Box, 94729, Cleveland, Ohio 44101-4729. 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 Authorized Driver's control), coverage may be denied. It is the claimant's responsibility to provide all required documentation.



CRLDI-END1-MT 09/17

**Applicable to Residents of Nevada**

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

A claim for benefits provided by this Plan will be paid within thirty (30) 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.

2. The second paragraph in the **Company Cancellation** section 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. 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.

CRLDI-END1-NV 09/17

**Applicable to Residents of North Dakota**

1. The Losses Not Covered section is amended to replace the first sentence by the following:

1. intentional Damage by an Authorized Driver of the Rental Vehicle. If an intentional act that causes Damage is due to domestic violence, coverage will not be barred if the Card Member or Authorized Driver is the victim, provided they did not cooperate in or contribute to the Damage and the perpetrator of the Damage is criminally prosecuted for the Damage. Payment to the Card Member or Authorized Driver may be limited to the Card Member's or Authorized Driver's financial interest in the property.

CRLDI-END1-ND 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 second paragraph on page one (1) is deleted in its entirety and replaced by the following:

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

3. 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 1-800-338-1670 or International Collect 1-216-617-2500, the number listed on the back of Your card, or the number shown on Your card statement.



CRLDI-END1-OK 09/17

**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 (AX0925-PR) issued by the Company to American Express Travel Related Services Company, Inc.

3. 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 Authorized Driver may contact the Company by calling toll-free stateside 1-800-338-1670 or, if from overseas, by calling collect 1-216-617-2500. You or the Authorized Driver may also write to Us at Car Rental Loss and Damage Insurance Claims Unit, PO Box 94729, Cleveland, Ohio 44101-4729.

Failure to provide Notice of Claim within thirty (30) days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if it can be shown that Notice of Claim was provided as soon as reasonably possible. At the time You or the Authorized Driver provides Us with Notice of Claim, We will assist with completion of the Proof of Loss by providing instructions and/or documents, which You or the Authorized Driver may have to complete and return to Us. You or the Authorized Driver are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process the claim, determine if benefits are payable and collect amounts recoverable from others. No claim will be denied based upon Your or the Authorized Driver's failure to provide notice within such specified time, unless this failure operates to prejudice Our rights.

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

If required, a claim form will be sent to You or the Authorized Driver after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within sixty (60) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Car Rental Loss and Damage Insurance Claims Unit, PO Box, 94729, Cleveland, Ohio 44101-4729. If the required proof of loss and other documentation is not received within sixty (60) days of the date of loss (except for documentation which has not been furnished for reasons beyond Your or the Authorized Driver's control), coverage may be denied. It is the claimant's responsibility to provide all required documentation.

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

Moreover, any person who knowingly and with the intent to defraud provides false information in an insurance application, or presents, assists, or makes a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same incident of damage or loss, will commit a felony and if convicted will be sentenced for each violation with a fine of no less than five thousand (\$5,000) dollars and not exceeding ten thousand (\$10,000) dollars, or be sentenced to prison for a fixed term of three (3) years, or both penalties. In the event of aggravating circumstances, the term could be increased to a maximum of five (5) years; in the event of intervening extenuating circumstances it could be reduced up to a minimum of two (2) years.

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

The Company can cancel this Description of Coverage or any endorsement or rider 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.

7. 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 1-800-338-1670 or International Collect 1-216-617-2500, the number listed on the back of Your card, or the number shown on Your card statement.

CRLDI-END1-PR 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 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.

CRLDI-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 (AX0925-VI) issued by the Company to American Express Travel Related Services Company, Inc.

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

##### **Payment of Claims**

A claim for benefits provided by this Plan will be paid within thirty (30) 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.

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.

CRLDI-END1-VI 09/17

### Applicable to Residents of Utah

1. The opening paragraph to **General Exclusions** and **Losses Not Covered** sections are replaced by the following:

The Plan does not cover losses 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 or the Authorized Driver's failure to provide proof of loss within such specified time, unless this failure operates to prejudice Our rights.

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

A claim for benefits provided by this Plan will be paid within thirty (30) 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.

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

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.

CRLDI-END1-UT 09/17

### Applicable to Residents of Vermont

1. **General Exclusion** number five (# 5) is deleted in its entirety.
2. **General Exclusion** number six (# 6) is replaced by the following:
  6. an Authorized Driver voluntarily taking any illegal drugs or legal drugs illegally used or acting under the influence or effect of that drug (unless taken as prescribed or administered by a Doctor);
3. Number one (#1) of the **Losses Not Covered** provision is replaced by the following:
  1. Intentional damage committed or directed by the Card Member or Authorized Driver
4. 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 Authorized Driver may contact the Company by calling toll-free stateside 1-800-338-1670 or, if from

overseas, by calling collect 1-216-617-2500. You or the Authorized Driver may also write to Us at Car Rental Loss and Damage Insurance Claims Unit, PO Box 94729, Cleveland, Ohio 44101-4729.

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

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

6. 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 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. However, your right to bring legal action against us is not conditioned upon your compliance with the provision of the appraisal condition.

CRLDI-END1-VT 09/17

#### **Applicable to Residents of Washington**

1. The opening paragraph to **General Exclusions** and **Losses Not Covered** sections are replaced by the following:

The Plan does not cover losses for which coverage is sought was directly or wholly caused by:

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

##### **Payment of Claims**

A claim for benefits provided by this Plan will be paid within thirty (30) 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.

3. The **Termination or Cancellation** section is amended to replace number three (3) by the following:

3. 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;

CRLDI-END1-WA 09/17

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

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

A claim for benefits provided by this Plan will be paid within fifteen (15) 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.

CRLDI-END1-WV 09/17

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

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

**Payment of Claims**

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

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

**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 four (4) years from the time written Proof of Loss is required to be given.

CRLDI-END1-WY 09/17

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



Troy E. Glover  
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) 338-1670.

**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) 338-1670.

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) 338-1670.**

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

## CAR RENTAL LOSS AND DAMAGE INSURANCE INSURANCE POLICY

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

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

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

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

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

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

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

**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.

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

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

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



the Rental Company and take possession of, or permit an Authorized Driver to take possession of, the Rental Vehicle.

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

**Common Carrier Frequent Flyer Miles** means an award of air transportation, regardless of whether the award is referenced as frequent flyer miles, voucher, trip pass, coupon, or other awards, provided to a Card Member or for which a Card Member may benefit that may be used to pay, in full or in part, or otherwise defray or reduce the costs of Rental Vehicle.

**Company** means AMEX Assurance Company.

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

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

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

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

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

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

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

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

**Policyholder** means the Card Member.

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

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

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

**Rental Vehicle** means a four-wheeled, two-axle passenger type motor vehicle, designed for and sold to accommodate private passenger transport on public roads, rented to the Card Member by the Rental Company,

and intended to be operated by the Card Member or other Authorized Driver by means of a Rental Agreement with the Rental Company.

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

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

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

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

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

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

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

You are eligible to receive benefits in accordance with this Policy if:

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

### **How to Activate Coverage**

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

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

## III. **DESCRIPTION OF BENEFITS**

### **What is Covered**

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

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

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

### **Length of Coverage**

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

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

## **IV. EXCLUSIONS**

### **General Exclusions**

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

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

### **Vehicles Not Covered**

This Plan does not cover rentals of:

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

### **Losses Not Covered**

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

1. intentional Damage by an Authorized Driver of the Rental Vehicle;
2. Damage that occurred prior to the Rental Period;
3. manufacturing defects in the Rental Vehicle;
4. confiscation by authority;
5. wear and tear, including gradual deterioration;
6. Damage which is due and confined to freezing, mechanical or electrical breakdown or failure unless such Damage results from a Theft covered by the Plan;

7. Theft or Damage to Rental Vehicles that are unlocked or not Secured at the time of Theft or Damage;
8. Theft of or Damage to tires (flats or blowouts), unless Damaged by fire, malicious mischief, vandalism, or stolen, unless the loss is coincident with and from the same cause as other loss covered by the Plan;
9. Damage to any vehicle other than the Rental Vehicle; and
10. Damage to any property other than the Rental Vehicle, owner's property, or items not permanently attached to the Rental Vehicle.

This Plan does not cover, and benefits will not be paid for:

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

## **V. CLAIMS PROCESS**

If You experience a loss for which You believe a benefit is payable under this Plan, You must provide both Notice of Claim and Proof of Loss.

### **Notifying Law Enforcement Agency**

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

### **Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the loss. You or the Authorized Driver may contact the Company by calling toll-free stateside 1-800-338-1670 or, if from overseas, by calling collect 1-216 617-2500. You or the Authorized Driver may also write to Us at Car Rental Loss and Damage Insurance Claims Unit, PO Box 94729, Cleveland, Ohio 44101-4729.

Failure to provide Notice of Claim within thirty (30) days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if it can be shown that Notice of Claim was provided as soon as reasonably possible. At the time You or the Authorized Driver provides Us with Notice of Claim, We will assist with completion of the Proof of Loss by providing instructions and/or documents, which You or the Authorized Driver may have to complete and return to Us. You or the Authorized Driver are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process the claim, determine if benefits are payable and collect amounts recoverable from others. No claim will be denied based upon Your or the Authorized Driver's failure to provide notice within such specified time, unless this failure operates to prejudice Our rights.

### **Proof of Loss**

If required, a claim form will be sent to You or the Authorized Driver after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within sixty (60) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Car Rental Loss and Damage Insurance Claims Unit, PO Box, 94729, Cleveland, Ohio 44101-4729. If the required proof of loss and other documentation is not received within sixty (60) days of the date of loss (except for documentation which has not been furnished for reasons beyond Your or the Authorized Driver's control), coverage may be denied. It is the claimant's responsibility to provide all required documentation.

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

1. an itemized repair bill;

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

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

#### **Payment of Claims**

A claim for benefits provided by this Plan will be paid within ninety (90) days after Our receipt of satisfactory Proof of Loss documentation and determination that a claim is payable according to the terms of the Plan. Any payment made by Us in good faith pursuant to this or any other provision of this Plan will fully discharge Us to the extent of such payment.

## **VI. GENERAL PROVISIONS**

#### **Assignment**

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

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

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

#### **Clerical Error**

A clerical error made by the Company will not invalidate insurance otherwise validly in force nor continue insurance not validly in force.

#### **Conformity with State and Federal Law**

If a Plan provision does not conform to applicable provisions of State or Federal law, the Plan is hereby amended to comply with such law.

#### **Entire Contract; Representation; Change**

This Policy and any applications, endorsements or riders make up the entire contract. Any statement You or the Authorized Driver make is a representation and not a warranty. This 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 the Authorized Driver or by anyone acting on Your or their behalf to obtain benefits, all benefits will be forfeited.

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

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

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

### **Legal Actions**

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after three (3) years from the time written Proof of Loss is required to be given.

### **Right of Recovery**

If We make a payment to You under this Plan and You recover an amount from another, equal to or less than Our payment, You shall hold in trust for Us any proceeds of the recovery and reimburse Us to the extent of Our payment. If Our payments exceed the maximum amount payable under the benefits of this Plan, We have the right to recover from You any amount exceeding the maximum amount payable.

### **Secondary Coverage**

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

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

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

### **Subrogation**

In the event of any payment under this Plan, We shall be subrogated to the extent of such payment to all Your rights of recovery. You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or otherwise pursue subrogation rights in Your name. You shall do nothing to prejudice such subrogation rights.

We shall be entitled to a recovery as stated in these provisions only after You have been fully compensated for damages by another party.

## **VII. TERMINATION OR CANCELLATION**

Coverage will terminate automatically on the earliest of the following:

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

The Company has the right to cancel this 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 1-800-338-1670 or International Collect 1-216-617-2500, 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:



Troy E. Glover  
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 Authorized Driver after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within ninety (90) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Car Rental Loss and Damage Insurance Claims Unit, PO Box, 94729, Cleveland, Ohio 44101-4729. If the required proof of loss and other documentation is not received within ninety (90) days of the date of loss (except for documentation which has not been furnished for reasons beyond Your or the Authorized Driver's control), coverage may be denied. It is the claimant's responsibility to provide all required documentation.

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 or the Authorized Driver 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 or the Authorized Driver:
  - 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 or the Authorized Driver of the reasons for such need.

If We have notified You or the Authorized Driver 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.

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.

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.



Troy E. Glover  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

CRLDI-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:

**1-800-338-1670**

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:

**1-800-338-1670**

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.

# **CAR RENTAL LOSS AND DAMAGE INSURANCE PLAN**

## **DESCRIPTION OF COVERAGE**

Tokio Marine Pacific Insurance Limited

Car Rental Loss and Damage Insurance provides the Cardmember, if the Cardmember is the Primary Renter (as defined below), with insurance coverage for damage to or theft of most Rental Autos when the Cardmember uses the Card (as described below) to reserve and pay for an auto rental from any Commercial Car Rental Company ("Rental Company") other than those located in Australia, Ireland, Israel, Italy, Jamaica, and New Zealand for Consumer Cards and only within the geographic scope of the United States, its territories and possessions for OPEN Cards.

<sup>1</sup> This coverage is always excess insurance.

"Rental Auto" means a four wheeled, two-axle passenger type motor vehicle, designed for and sold to accommodate private passenger transport on public roads.

### **Who is Eligible for Coverage**

You are eligible for coverage if:

1. You are a Basic or Additional Cardmember and an American Express® Card or Optima® Card in association with that Card (the "Card") has been issued to you in your name;
2. You are of an account status and class that is provided Car Rental Loss and Damage Insurance as a benefit of Cardmembership ("Cardmember");
3. Your Card account is billed from a U.S. operating center in U.S. dollars; and
4. You maintain your Permanent Residence within Guam or the Commonwealth of the Northern Marianas.

"Permanent Residence" means the Covered Person's one primary dwelling place where the Covered Person permanently resides and intends to return.

**Applies to Consumer Cards only:** A PERSONAL, GOLD, Rewards Plus Gold Cardmember who is enrolled at an accredited four-year college, university or graduate school in the United States, Guam or the Commonwealth of the Northern Marianas, and is receiving student benefits provided as a benefit of Cardmembership is not eligible for benefits under this Policy.

"Commercial Car Rental Company" or "Car Rental Company" means any commercial car rental agency which rents Rental Autos.<sup>2</sup> For the purposes of this Description of Coverage, Commercial Car Rental company means "Rental Company."

### **How To Activate Coverage**

Coverage for theft of or damage to a Rental Auto is activated when the Cardmember: <sup>3</sup>

1. presents his or her eligible Card to the Rental Company to reserve the Rental Auto, by making a reservation; or by placing a hold or deposit at the time the Rental Auto is checked out;
2. declines the full Collision Damage Waiver or similar option (CDW), or pays for a partial collision damage waiver, offered by the Rental Company;
3. is the Primary Renter, which is defined as the Cardmember, who is named on the written agreement with the Rental Company as the person renting and taking control and possession of the Rental Auto ("Primary Renter"); and
4. uses the Card to pay for the entire auto rental from the Rental Company at the time of vehicle return.

Coverage continues in effect while the Rental Auto remains in the control and possession of the Cardmember. A Cardmember, who is physically challenged and unable to operate the Rental Auto, may be the Primary Renter if he/she is the Cardmember entering into the rental transaction.

### **When Coverage Terminates**

Coverage for theft of or damage to the Rental Auto terminates when:

1. the Rental Company resumes control of the Rental Auto, or 30 consecutive days after the Rental Auto was checked out, whichever is earlier; or
2. the Policy is cancelled.

### **Length of Coverage**

Car Rental Loss and Damage Insurance covers eligible Rental Autos when rented under a written rental agreement from a Rental Company for no more than 30 consecutive days.

Note: In no event shall coverage be provided when the Cardmember rents a Rental Auto beyond 30 consecutive days from the same Rental Company, regardless of whether the original agreement is extended, or a new written agreement is entered into, or a new vehicle is rented.

Additionally, no coverage will be provided when the Primary Renter rents a Rental Auto for more than 30 consecutive days out of a 45 day period within the same geographic market/location (75 mile radius).

### **What is Covered**

Car Rental Loss and Damage Insurance reimburses a Cardmember for payments for damage to or theft of a Rental Auto that the Cardmember is required to make, up to the lesser of: 1) the actual cost to repair the Rental Auto, 2) the wholesale Book value minus salvage and depreciation costs, or 3) the purchase invoice price of the Rental Auto minus salvage and depreciation costs. The coverage also reimburses the Cardmember for reasonable charges (those charges incurred at the closest facility that are usual and customary in the vicinity in which the loss or disablement took place) imposed by the Rental Company, such as towing or storage and Loss of Use.

"Loss of Use means the unavailability of a Rental Auto and consequent loss of revenue by the Rental Company due to damage or theft. Unless otherwise required by law, the Rental Company must submit a fleet utilization log indicating that during such time:

1. no other Rental Auto was available; and
2. there was a demand for a Rental Auto.

Car Rental Loss and Damage Insurance covers no other type of loss. For example, in the event of a collision involving the Cardmember's Rental Auto, damage to any other driver's car or the injury of anyone or anything is not covered.

Note: This policy does not provide liability or any other coverage such as Uninsured Motorists, benefits under any Worker's Compensation law, Disability benefits law or other mandated Government Plans.

**What Excess Coverage Means**

Car Rental Loss and Damage Insurance is an excess insurance plan. This means that this excess coverage will reimburse the Cardmember only for losses/expenses not covered by plans, such as a partial collision damage waiver, any personal auto insurance, employer's auto insurance or reimbursement plan or other sources of insurance. When these other plans apply, a Cardmember must first seek payment or reimbursement and receive a determination based on the stated terms of such other Plans, that any such Plans do not provide coverage before this excess coverage will reimburse the Cardmember.

**Vehicles Not Covered**

Car Rental Loss and Damage Insurance does not cover rentals of:

1. expensive cars, which means cars with an original manufacturer's suggested retail price of \$50,000 or more when new;
2. exotic cars regardless of year or value, including but not limited to Chevrolet Corvette, Toyota Supra, Mazda RX-7, Dodge Viper and Stealth, Plymouth Prowler, Mitsubishi 3000 GT, Nissan 300 ZX, Jaguar

- XJS, Acura NSX, Mercedes SL, SLK, S Coupe and E320 Coupe and Convertible, BMW M3, Z3 and 8 Series, Cadillac Allante and all Porsche, Ferrari, Lamborghini, Maserati, Aston Martin, Lotus, Bugatti, Vector, Shelby Cobra, Bentley, Rolls Royce;
3. trucks, pick-ups, cargo vans, custom vans;
4. full-sized vans, including but not limited to, Ford Econoline or Club Wagon, Chevy Van or Sportvan, GMC Vandura and Rally, Dodge Ram Vans and Ram Wagon;
5. vehicles which have been customized or modified from the manufacturer's factory specifications except for driver's assistance equipment for the physically challenged;
6. vehicles used for hire or commercial purposes;
7. mini-vans used for commercial hire;  
Note: Passenger Mini-Vans (not Cargo Mini- Vans) with factory specified seating capacity of 8 passengers or less, including but not limited to, Dodge Caravan, Plymouth Voyager, Ford Windstar and Nissan Quest, are covered when rented for personal or business use only.
8. antique cars, which means cars that are 20 years old or have not been manufactured for 10 or more years;
9. limousines;
10. full sized sport utility vehicles, including but not limited to, Chevrolet/GMC Suburban, Tahoe and Yukon, Ford Expedition, Lincoln Navigator, Toyota Land Cruiser, Lexus LX450, Range Rover or full-sized Ford Bronco;
11. sport/utility vehicles when driven "off-road"; and  
Note: Compact sport/utility vehicles, including but not limited to Ford Explorer, Jeep Grand Cherokee, Nissan Pathfinder, Toyota Four Runner, Chevrolet Blazer and Isuzu Trooper and Rodeo are covered when driven on paved roads.
12. off-road vehicles, motorcycles, mopeds, recreational vehicles, golf or motorized carts, campers, trailers and any other vehicle which is not a Rental Auto.

**Losses Not Covered**

Car Rental Loss and Damage Insurance does not cover losses caused by or contributed to by:

1. operation of the Rental Auto in violation of the terms and conditions of the Rental Company agreement (including but not limited to losses occurring when: a person not permitted to operate the vehicle pursuant to terms of the rental agreement was in possession or control of the vehicle; or, driving the vehicle outside of the authorized rental territory);
2. leased or mini-leased vehicles;
3. costs attributed to the Commercial Car Rental Company's normal course of doing business;

4. intentional damage;
5. illegal activity, such as losses where the Rental Auto was used for, or involved in illegal activity or felony;
6. pre-existing conditions, damage or defect;
7. alcohol intoxication on the part of the driver, as defined in the state where the Accident occurred;
8. voluntarily taking any drug or acting under the influence or effect of that drug (unless taken as prescribed or administered by a Doctor);
9. war or military activity;
10. radioactivity;
11. confiscation by authority;
12. wear and tear, including gradual deterioration;
13. damage which is due and confined to freezing, mechanical or electrical breakdown or failure unless such damage results from a theft covered by the Policy;
14. failure to return keys to the Rental Company when the vehicle is stolen;
15. theft or damage to unsecured vehicles;
16. theft of or damage to tires (flats or blowouts), unless damaged by fire, malicious mischief, vandalism, or stolen, unless the loss is coincident with and from the same cause as other loss covered by the Policy; and
17. off-road operation of the vehicle.

Car Rental Loss and Damage Insurance does not cover, and benefits will not be paid for:

1. sales tax related to repair of damages, unless reimbursement of such sales tax is required by law;
2. damage to any vehicle other than the Rental Auto;
3. damage to any property other than the Rental Auto, owner's property, or items not permanently attached to the Rental Auto;
4. the injury of anyone or anything;
5. expenses assumed, waived or paid for by the Rental Company or its insurer;
6. expenses covered by the Cardmember's personal auto insurer, employer or employer's insurer, or authorized driver's insurer;
7. value added tax or similar tax, unless reimbursement of such tax is required by law;
8. diminishment of value;
9. any Rental Auto used for hire or commercial purposes; and
10. depreciation, unless reimbursement for depreciation is required by law.

#### **How to File a Claim**

Notification of damage, including vandalism, theft, or an accident must be reported to the appropriate law enforcement agency as soon as reasonably possible. This requirement applies regardless of whether the

Rental Auto is involved with other vehicles. Failure to notify may result in denial of benefits.

If a loss occurs, a Cardmember should promptly notify the Car Rental Loss and Damage Claims Unit toll free at 1-800-338-1670 in the U.S. only or call (440) 914-2950 from other locations worldwide. If the failure of a Cardmember to promptly report a loss prejudices the rights of the Insurer, the claim may be denied.

A representative will answer any questions a Cardmember may have and will send the Cardmember a claim form with instructions. Complete and sign the claim form. Written proof of loss, which includes the claim form and all other requested documentation (listed below), must be received within 60 days following the date of the damage or theft by: American Express Car Rental Loss and Damage Claims Unit, PO Box 94729, Cleveland, Ohio 44101-4729. If the proof of loss and other documentation is not received within 60 days of the date of loss, coverage may be denied.

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

1. our signed and completed claim form;
2. an itemized repair bill;
3. a copy of the charge slip for the rental of the Rental Auto, Rental Auto contract or machine generated receipt to show rental was charged and paid for with an American Express Card;
4. a police report (if applicable);
5. photos of the damaged vehicle, if available;
6. a copy of the Cardmember's, authorized driver's or employer's auto insurance coverage, or a notarized letter stating no insurance;
7. a copy of all claim documents and correspondence, provided by the Car Rental Company;
8. a copy of the Rental Company's utilization log;
9. a copy of the driver's license of the Cardmember and/or authorized driver, unless the driver's license number shows on the rental agreement;
10. a copy of the written rental agreement, front and back, which documents when the Rental Auto was checked out and checked in; and
11. information pertaining to other available insurance coverage(s).

Cardmember cooperation with issues related to their benefits is required. If all required documentation is not received within 180 days of the date of loss (except for documentation which has not been furnished for reasons beyond the Cardmember's control), coverage may be denied.

#### **How Benefits are Paid**

All Car Rental Loss and Damage Insurance payments

reimbursable under the policy are payable to the Cardmember; except that payment may be made, at the discretion of the Insurer, jointly to the Cardmember and the Commercial Car Rental Company when the Car Rental Company has not been reimbursed for the covered loss or damage, or the Cardmember has not validly assigned his/her payments to the Rental Company or any other party.

Note: Benefits will not be paid if, on the date of loss, on the date of claim filing, or on the date of potential claim payment, any amount due on Your Card account is past due or Your Card is cancelled.

**Rights of Recovery**

In the event of a payment under this Policy, the Insurer is entitled to all the rights of recovery that the Cardmember, to whom payment was made, has against another. That Cardmember must sign and deliver to the Insurer any legal papers relating to that recovery, do whatever else is necessary to help the Insurer exercise those rights and do nothing after loss to harm the Insurer's rights.

When a Cardmember or Commercial Car Rental Company has been paid damages under this insurance, and also recovers from another, the amount recovered from the other shall be held by that Cardmember or Commercial Car Rental Company in trust for the Insurer and reimbursed to the extent of the Insurer's payment.

As a condition precedent to coverage, the Cardmember is required, and has a duty to fully cooperate with the Insurer in any investigations,

subrogation matters or legal proceedings by providing copies of any and all legal notices and any and all statements, including sworn statements and contributing any other papers and documents to reasonably assist in the disposition of the legal matter.

**Notification of Legal Action**

When a Cardmember is served with suit and/or summons papers relating to a Car Rental Loss and Damage claim, the Cardmember must notify (see address and phone number under "Claims Notice" section) and provide copies of the suit or summons papers to the Car Rental Loss and Damage claims unit within 15 days of when the Cardmember is served. Failure to comply may result in denial of benefits.

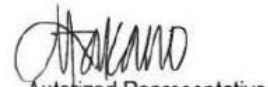
**Additional Information for You**

This coverage is underwritten by Tokio Marine Pacific Insurance Limited ("Insurer") through insurance Policy CRCB000000108 (the "Policy") issued to American Express Travel Related Services Company, Inc., and its participating subsidiaries, affiliates and licensees. The Policy may be changed or terminated.

This Description of Coverage is an important document. Please keep it in a safe place. Although it describes the present form of insurance as it exists at the time of printing, this document is not the Policy or contract of insurance. The benefits described in this document are subject to all of the terms, conditions and exclusions of the Policy issued by the underwriter. This document replaces any prior Description of Coverage under the Policy which may have been furnished to the Cardmember.

  
Masaaki Morimoto  
President

  
Kenyu Okuda  
Chief Operating Officer

  
Authorized Representative  
at Hagatna, Guam

- 1 For those eligible and enrolled in Membership Rewards, if a Membership Rewards redemption certificate is used, coverage is provided only to Rental Autos rented in the United States, United States Territory of Guam or the Commonwealth of the Northern Marianas.
- 2 When used in conjunction with a Membership Rewards redemption certificate, the participating Car Rental Companies are limited to Hertz, National and Budget.
- 3 If eligible and enrolled in Membership Rewards, coverage is also activated when the Cardmember (1) presents a Membership Rewards redemption certificate and (2) uses a Membership Rewards redemption certificate at a participating Commercial Car Rental Company. Important note for those enrolled in Membership Rewards: A Membership Rewards redemption certificate can only be redeemed by eligible Cardmembers. Benefits will not be paid when a Membership Rewards redemption certificate has been transferred to non-eligible Cardmembers and/or non-Cardmembers.

## CAR RENTAL LOSS AND DAMAGE INSURANCE INSURANCE POLICY

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

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

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

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

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

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

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

**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.

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

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

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

with the Rental Company and take possession of, or permit an Authorized Driver to take possession of, the Rental Vehicle.

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

**Common Carrier Frequent Flyer Miles** means an award of air transportation, regardless of whether the award is referenced as frequent flyer miles, voucher, trip pass, coupon, or other awards, provided to a Card Member or for which a Card Member may benefit that may be used to pay, in full or in part, or otherwise defray or reduce the costs of Rental Vehicle.

**Company** means AMEX Assurance Company.

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

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

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

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

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

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

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

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

**Policyholder** means the Card Member.

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

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

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

**Rental Vehicle** means a four-wheeled, two-axle passenger type motor vehicle, designed for and sold to accommodate private passenger transport on public roads, rented to the Card Member by the Rental Company,



and intended to be operated by the Card Member or other Authorized Driver by means of a Rental Agreement with the Rental Company.

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

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

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

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

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

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

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

You are eligible to receive benefits in accordance with this Policy if:

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

### **How to Activate Coverage**

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

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

## III. **DESCRIPTION OF BENEFITS**

### **What is Covered**

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

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

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

### **Length of Coverage**

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

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

## **IV. EXCLUSIONS**

### **General Exclusions**

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

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

### **Vehicles Not Covered**

This Plan does not cover rentals of:

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

### **Losses Not Covered**

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

1. intentional Damage by an Authorized Driver of the Rental Vehicle;
2. Damage that occurred prior to the Rental Period;
3. manufacturing defects in the Rental Vehicle;
4. confiscation by authority;
5. wear and tear, including gradual deterioration;
6. Damage which is due and confined to freezing, mechanical or electrical breakdown or failure unless such Damage results from a Theft covered by the Plan;

7. Theft or Damage to Rental Vehicles that are unlocked or not Secured at the time of Theft or Damage;
8. Theft of or Damage to tires (flats or blowouts), unless Damaged by fire, malicious mischief, vandalism, or stolen, unless the loss is coincident with and from the same cause as other loss covered by the Plan;
9. Damage to any vehicle other than the Rental Vehicle; and
10. Damage to any property other than the Rental Vehicle, owner's property, or items not permanently attached to the Rental Vehicle.

This Plan does not cover, and benefits will not be paid for:

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

## **V. CLAIMS PROCESS**

If You experience a loss for which You believe a benefit is payable under this Plan, You must provide both Notice of Claim and Proof of Loss.

### **Notifying Law Enforcement Agency**

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

### **Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the loss. You or the Authorized Driver may contact the Company by calling toll-free stateside 1-800-338-1670 or, if from overseas, by calling collect 1-216-617-2500. You or the Authorized Driver may also write to Us at Car Rental Loss and Damage Insurance Claims Unit, PO Box 94729, Cleveland, Ohio 44101-4729.

Failure to provide Notice of Claim within thirty (30) days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if it can be shown that Notice of Claim was provided as soon as reasonably possible. At the time You or the Authorized Driver provides Us with Notice of Claim, We will assist with completion of the Proof of Loss by providing instructions and/or documents, which You or the Authorized Driver may have to complete and return to Us. You or the Authorized Driver are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process the claim, determine if benefits are payable and collect amounts recoverable from others. No claim will be denied based upon Your or the Authorized Driver's failure to provide notice within such specified time, unless this failure operates to prejudice Our rights.

### **Proof of Loss**

If required, a claim form will be sent to You or the Authorized Driver after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within sixty (60) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Car Rental Loss and Damage Insurance Claims Unit, PO Box, 94729, Cleveland, Ohio 44101-4729. If the required proof of loss and other documentation is not received within sixty (60) days of the date of loss (except for documentation which has not been furnished for reasons beyond Your or the Authorized Driver's control), coverage may be denied. It is the claimant's responsibility to provide all required documentation.

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

1. an itemized repair bill;

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

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

#### **Payment of Claims**

A claim for benefits provided by this Plan will be paid within ninety (90) days after Our receipt of satisfactory Proof of Loss documentation and determination that a claim is payable according to the terms of the Plan. Any payment made by Us in good faith pursuant to this or any other provision of this Plan will fully discharge Us to the extent of such payment.

## **VI. GENERAL PROVISIONS**

#### **Assignment**

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

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

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

#### **Clerical Error**

A clerical error made by the Company will not invalidate insurance otherwise validly in force nor continue insurance not validly in force.

#### **Coordination of Benefits**

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

#### **Conformity with State and Federal Law**

If a Plan provision does not conform to applicable provisions of State or Federal law, the Plan is hereby amended to comply with such law.

#### **Entire Contract; Representation; Change**

This Policy and any applications, endorsements or riders make up the entire contract. Any statement You or the Authorized Driver make is a representation and not a warranty. This 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 the Authorized Driver or by anyone acting on Your or their behalf to obtain benefits, all benefits will be forfeited.

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

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

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

### **Legal Actions**

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after three (3) years from the time written Proof of Loss is required to be given.

### **Right of Recovery**

If We make a payment to You under this Plan and You recover an amount from another, equal to or less than Our payment, You shall hold in trust for Us any proceeds of the recovery and reimburse Us to the extent of Our payment. If Our payments exceed the maximum amount payable under the benefits of this Plan, We have the right to recover from You any amount exceeding the maximum amount payable.

### **Secondary Coverage**

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

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

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

### **Subrogation**

In the event of any payment under this Plan, We shall be subrogated to the extent of such payment to all Your rights of recovery. You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or otherwise pursue subrogation rights in Your name. You shall do nothing to prejudice such subrogation rights.

We shall be entitled to a recovery as stated in these provisions only after You have been fully compensated for damages by another party.

## **VII. TERMINATION OR CANCELLATION**

Coverage will terminate automatically on the earliest of the following:

1. when the Rental Company resumes control of the Rental Vehicle, or 30 consecutive days after the Rental Vehicle was checked out by You or another Authorized Driver, whichever is earlier;
2. the date You no longer maintain a Permanent Residence in the 50 United States of America, or the District of Columbia, or Puerto Rico or the U.S. Virgin Islands;

3. the date We notify You of our determination that Your enrollment or claims information contains a misrepresentation or fraudulent statement or fails to disclose material information;
4. the date You terminate Your Account and are no longer a Card Member;
5. the date Your Account is cancelled by American Express; or
6. the date the Plan is not available in the location where You maintain a Permanent Residence.

The Company has the right to cancel this 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 1-800-338-1670 or International Collect 1-216-617-2500, 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:



Troy E. Glover  
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) 338-1670**

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)

## CAR RENTAL LOSS AND DAMAGE INSURANCE INSURANCE POLICY

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

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

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

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

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

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

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

**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.

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

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

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



the Rental Company and take possession of, or permit an Authorized Driver to take possession of, the Rental Vehicle.

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

**Common Carrier Frequent Flyer Miles** means an award of air transportation, regardless of whether the award is referenced as frequent flyer miles, voucher, trip pass, coupon, or other awards, provided to a Card Member or for which a Card Member may benefit that may be used to pay, in full or in part, or otherwise defray or reduce the costs of Rental Vehicle.

**Company** means AMEX Assurance Company.

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

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

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

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

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

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

**Policyholder** means the Card Member.

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

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

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

**Rental Vehicle** means a four-wheeled, two-axle passenger type motor vehicle, designed for and sold to accommodate private passenger transport on public roads, rented to the Card Member by the Rental Company,

and intended to be operated by the Card Member or other Authorized Driver by means of a Rental Agreement with the Rental Company.

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

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

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

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

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

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

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

You are eligible to receive benefits in accordance with this Policy if:

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

### **How to Activate Coverage**

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

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

## III. **DESCRIPTION OF BENEFITS**

### **What is Covered**

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

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

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

### **Length of Coverage**

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

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

## **IV. EXCLUSIONS**

### **General Exclusions**

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

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

### **Vehicles Not Covered**

This Plan does not cover rentals of:

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

### **Losses Not Covered**

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

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

8. Theft of or Damage to tires (flats or blowouts), unless Damaged by fire, malicious mischief, vandalism, or stolen, unless the loss is coincident with and from the same cause as other loss covered by the Plan;
9. Damage to any vehicle other than the Rental Vehicle; and
10. Damage to any property other than the Rental Vehicle, owner's property, or items not permanently attached to the Rental Vehicle.

This Plan does not cover, and benefits will not be paid for:

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

## **V. CLAIMS PROCESS**

If You experience a loss for which You believe a benefit is payable under this Plan, You must provide both Notice of Claim and Proof of Loss.

### **Notifying Law Enforcement Agency**

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

### **Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the loss. You or the Authorized Driver may contact the Company by calling toll-free stateside 1-800-338-1670 or, if from overseas, by calling collect 1-216-617-2500. You or the Authorized Driver may also write to Us at Car Rental Loss and Damage Insurance Claims Unit, PO Box 94729, Cleveland, Ohio 44101-4729.

Failure to provide Notice of Claim within thirty (30) days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if it can be shown that Notice of Claim was provided as soon as reasonably possible. At the time You or the Authorized Driver provides Us with Notice of Claim, We will assist with completion of the Proof of Loss by providing instructions and/or documents, which You or the Authorized Driver may have to complete and return to Us. You or the Authorized Driver are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process the claim, determine if benefits are payable and collect amounts recoverable from others. No claim will be denied based upon Your or the Authorized Driver's failure to provide notice within such specified time, unless this failure operates to prejudice Our rights.

### **Proof of Loss**

If required, a claim form will be sent to You or the Authorized Driver after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within ninety (90) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Car Rental Loss and Damage Insurance Claims Unit, PO Box, 94729, Cleveland, Ohio 44101-4729. If the required proof of loss and other documentation is not received within ninety (90) days of the date of loss (except for documentation which has not been furnished for reasons beyond Your or the Authorized Driver's control), coverage may be denied. It is the claimant's responsibility to provide all required documentation.

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

1. an itemized repair bill;
2. a copy of charge slip for the rental of the Rental Vehicle, Rental Agreement or machine generated receipt

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

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

### **Payment of Claims**

A claim for benefits provided by this Plan will be paid within thirty (30) days after Our receipt of satisfactory Proof of Loss documentation and determination that a claim is payable according to the terms of the Plan. Any payment made by Us in good faith pursuant to this or any other provision of this Plan will fully discharge Us to the extent of such payment.

## **VI. GENERAL PROVISIONS**

### **Assignment**

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

### **Change of Permanent Residence**

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

### **Clerical Error**

A clerical error made by the Company will not invalidate insurance otherwise validly in force nor continue insurance not validly in force.

### **Conformity with State and Federal Law**

If a Plan provision does not conform to applicable provisions of State or Federal law, the Plan is hereby amended to comply with such law.

### **Entire Contract; Representation; Change**

This Policy and any applications, endorsements or riders make up the entire contract. Any statement You or the Authorized Driver make is a representation and not a warranty. This 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 the Authorized Driver or by anyone acting on Your or their behalf to obtain benefits, all benefits will be forfeited.

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

1. concealed or misrepresented any fact upon which we rely, if the concealment or misrepresentation is

- material and is made with the intent to deceive; or
2. concealed or misrepresented any fact if the fact misrepresented contributes to the loss.

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

### **Legal Actions**

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after three (3) years from the time written Proof of Loss is required to be given.

### **Right of Recovery**

If We make a payment to You under this Plan and You recover an amount from another, equal to or less than Our payment, You shall hold in trust for Us any proceeds of the recovery and reimburse Us to the extent of Our payment. If Our payments exceed the maximum amount payable under the benefits of this Plan, We have the right to recover from You any amount exceeding the maximum amount payable.

### **Secondary Coverage**

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

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

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

### **Subrogation**

In the event of any payment under this Plan, We shall be subrogated to the extent of such payment to all Your rights of recovery. You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or otherwise pursue subrogation rights in Your name. You shall do nothing to prejudice such subrogation rights.

We shall be entitled to a recovery as stated in these provisions only after You have been fully compensated for damages by another party.

## **VII. TERMINATION OR CANCELLATION**

Coverage will terminate automatically on the earliest of the following:

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

The Company has the right to cancel this 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 1-800-338-1670 or International Collect 1-216-617-2500, 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:



Troy E. Glover  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company