

For residents of Puerto Rico, you can view your Description of Coverage on page 21.

For residents of The U. S. Virgin Islands, you can view your Description of Coverage on page 30.

If providing benefits under this policy would violate U.S. economic or trade sanctions, then the policy will be void.

CAR RENTAL LOSS AND DAMAGE INSURANCE PLAN DESCRIPTION OF COVERAGE

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. (In regards to Membership Rewards redemption certificates, coverage is provided only to Rental Autos rented in the United States.) 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 under the Policy if you are a U.S. Platinum Card member ("Cardmember"). You are a U.S. Platinum Card member if (1) you are an American Express Basic or Additional Cardmember and a Platinum Card (referred to as the "Card") is issued in your name, (2) your Card account is billed from a U.S. Operating Center in U.S. dollars, and (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.

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

During the period of the rental, as indicated by the rental agreement, the Cardmember is covered provided the Cardmember is the Primary Renter. The Cardmember's Passenger's (or their possessions) are covered only while riding or secured in, being secured in, getting into, removed from or getting out of the covered Rental Auto.

"Passenger" means a person other than the Cardmember renting the Rental Auto, who is permitted to ride in, board or alight from the covered Rental Auto, including persons permitted to operate the Rental Auto in accordance with the rental agreement between the Cardmember and the Rental Company.

"Commercial Car Rental Company" or "Car Rental Company" means any commercial car rental agency which rents Rental Autos, except when used in conjunction with the Membership Rewards redemption certificate, in which case, the participating Car Rental Companies mean Hertz, National and Budget, only. 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:

- 1a. 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;
 - 1b. declines the full Collision Damage Waiver or similar option (CDW), or pays for a partial collision damage waiver, offered by the Rental Company;
 - 1c. 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
 - 1d. uses the Card to pay for the entire auto rental from the Rental Company at the time of vehicle return;
- Or,
- 2a. presents a Membership Rewards redemption certificate, and

2b. uses a Membership Rewards redemption certificate at a participating Commercial Car Rental Company.

Coverage for personal effects, personal injury medical expenses and accidental death and dismemberment are activated when:

1. all conditions listed above are satisfied; and
2. the Cardmember declines the Personal Accident Insurance and Personal Effects (Baggage) coverage and similar options offered by the Rental Company.

Coverage continues in effect while the Cardmember remains under the care, control and possession of the Rental Auto. 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.

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.

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

- A. 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.

- B. Certain necessary covered medical expenses incurred as a result of an accident by the Cardmember or a Passenger are payable up to a maximum** of \$5000 per person. The Cardmember and Passengers of the Cardmember are insured only while riding in, getting into or out of the Rental Auto (see the exclusions below). Covered medical expenses are necessary services and supplies which are recommended by the attending physician. They include the

services of a legally qualified physician, surgeon, graduate nurse, or dentist; charges for hospital confinement and use of operating rooms; charges for anesthetics, laboratory tests, ambulance service, drugs, medicines and therapeutic services and supplies. Treatment for injuries must be received within 90 days of the accident which caused them, and all services, supplies, or treatment must be received within 52 weeks of the date of the accident. This insurance will not pay benefits in excess of the reasonable and customary charges commonly used by providers of medical care in the locality in which the care is furnished. This coverage is secondary to all other valid and collectible insurance and shall apply only when such other collectible insurance benefits are exhausted.

- C. If a Cardmember or Passenger suffers an accidental death or accidental dismemberment as a direct result of an accident that occurs while within the Rental Auto, the plan pays \$200,000** for loss of life of the Cardmember and \$20,000** for loss of life of each Passenger. Smaller benefits are payable in the event of loss of eyesight, speech, hearing, or certain limbs due to a covered Injury (see exclusions below). The loss must occur within 365 days after the date of the accident. If more than one loss is sustained as the result of one accident, the amount payable shall be the largest amount shown in the Table of Losses. The amounts payable for each loss are:

Table of Losses: Loss of Life (100%), Both Hands or Both Feet (100%), Sight of Both Eyes (100%), One Hand and One Foot (100%), Either Hand or Foot and the Sight of One Eye (100%), Speech and Hearing in Both Ears (100%), Either Hand or Foot (50%), Sight of One Eye (50%), Speech (50%), Hearing in Both Ears (50%), Thumb and Index Finger of the Same Hand (25%).

“Loss” with regard to:

1. Hand or foot means actual severance through or above the wrist or ankle joints;
2. Eye means entire and irrecoverable loss of sight;
3. Speech or hearing means entire and irrecoverable loss of speech or hearing of both ears;
4. Thumb and index finger means actual severance through or above the joint that meets the hand at the palm.

“Injury” means bodily injury caused by an accident occurring while this coverage is in force as to the Cardmember and Passenger and resulting, directly and independently of all other causes, in loss covered by this policy.

- D. Personal property that a Cardmember or a Passenger brings with him or her is covered for theft or damage which is not paid by other insurance. This insurance will reimburse the Cardmember or Passenger the lesser of the following: actual cash value at the time of loss (replacement cost less depreciation) as determined by AMEX Assurance Company; or cost of repair or replacement. Cardmember property and Passenger property are each covered for up to \$1,000 while the total coverage for all occupants is \$2,000. The Cardmember and Passenger's property is covered while secured in, being secured in the Rental Auto or removed from the Rental Auto (subject to the exclusions below).

What Excess Coverage Means

Car Rental Loss and Damage Insurance is an excess insurance plan, and all benefits except those for Accidental Death and Dismemberment will be paid on an excess Reimbursement Basis. 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.

When redeeming Membership Rewards redemption certificates, coverage is provided only to Rental Autos rented in the U.S.

Vehicles Not Covered

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

1. expensive autos, which means autos with an original manufacturer's suggested retail price of \$75,000 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. 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";
 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; and
 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.

With respect to persons, Car Rental Loss and Damage Insurance does not cover:

1. preexisting conditions;
2. suicide while sane or intentionally self - inflicted injury;
3. sickness, disease or infection, except pyogenic bacterial infections;
4. flying an aircraft;
5. team sports; racing, sky-scuba-skin or deep-sea diving, hang gliding or parachuting; and
6. dental treatment, eyeglasses, contact lenses or exams, hearing aids, prosthetic limbs.

With respect to personal effects, Car Rental Loss and Damage Insurance does not cover:

1. animals;
2. other conveyances or appurtenances;
3. household furniture;
4. money, securities, tickets, documents;
5. sporting equipment during the use thereof;
6. art objects; and
7. items stolen from unlocked automobiles.

Car Rental Loss and Damage Insurance will not pay claims arising from any Injury for which the Cardmember or Passenger (a) received medical treatment, (b) received a recommendation for medical treatment, or (c) took prescribed drugs or medicine, in the 90-day period before the Cardmember's or Passenger's coverage commenced under this insurance.

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 (800) 338-1670 in the U.S. only or call (216) 617-2500 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, P.O. 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 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.

All other payments, with the exception of loss of life, shall be payable to the Cardmember or Passenger. Payments for loss of life shall be payable to the first surviving class of the following: 1) his or her spouse or Domestic Partner; 2) his or her children, equally per stirpes; 3) his or her estate.

"Domestic Partner" means persons of the same or opposite gender who either,

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

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.¹

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 the Policy, No. AX0925, 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 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 AMEX Assurance Company ("Insurer") through insurance Policy AX0925 (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.



Troy E. Glover
President
AMEX Assurance Company



Mark W. Musser
Secretary
AMEX Assurance Company

CRLDI-DOC-PLAT 11/05

** Total Losses paid for covered medical expenses and death and dismemberment losses during any one auto rental period will not exceed \$300,000 for all Card members or Passengers as a result of one accident or incident or loss. If the total accumulated is more, benefits will be allocated in proportion to total otherwise due.

1 Does not apply to New York State residents.

AMEX ASSURANCE COMPANY
Administrative Office Phoenix, Arizona

ADMINISTRATIVE OFFICE ADDRESS CHANGE ENDORSEMENT

Effective May 26, 2009, your certificate or policy is amended to reflect that Amex Assurance Company's Administrative Office is changed to

MC: 080120
20022 N. 31st Avenue
Phoenix, AZ 85027

P.O. Box 53701
Phoenix, AZ 85072-9872

All other terms of your certificate or policy remain unchanged.



Troy E. Glover
President



Mark W. Musser
Secretary

IMPORTANT: This endorsement becomes a part of your certificate or policy. It should be attached to and kept with your certificate or policy.

MG-ADCHG-END1 06/09

AMEX ASSURANCE COMPANY
Administrative Office Phoenix, Arizona

ADMINISTRATIVE OFFICE ADDRESS CHANGE ENDORSEMENT

Effective May 1, 2010, your certificate or policy is amended to reflect that Amex Assurance Company's Administrative Office is changed to

MC: 080120
20022 N. 31st Avenue
Phoenix, AZ 85027

P.O. Box 53701
Phoenix, AZ 85072-9872

All other terms of your certificate or policy remain unchanged.



Troy E. Glover
President



Mark W. Musser
Secretary

IMPORTANT: This endorsement becomes a part of your certificate or policy. It should be attached to and kept with your certificate or policy.

MG-ADCHG-END2 04/10

Additional Information for Residents of Alaska, Kansas, Missouri, and Washington

AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR DESCRIPTION OF COVERAGE/CERTIFICATE/POLICY. PLEASE READ IT CAREFULLY. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

To be attached to and made part of Description of Coverage: CRLDI-DOC-CEN 11/05, CRLDI-DOC-PLAT 11/05, CRLDI-IND-CEN 11/05, CRLDI-IND-PLAT 11/05

In the section regarding Vehicles Not Covered, item number 3 is deleted and replaced by the following:

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

3. cargo vans, custom vans;"

CRLDIAE0912MU2

Additional Information for Residents of Iowa, Nebraska, and Rhode Island

AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR DESCRIPTION OF COVERAGE/CERTIFICATE/POLICY. PLEASE READ IT CAREFULLY. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In the section regarding Vehicles Not Covered, item number 3 is replaced with the following:

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

3. cargo vans, custom vans;

CRLDIAE0512MU

Additional Information for Residents In All States Except: Alaska, Indiana, Kansas, Missouri, Washington, Oklahoma, Iowa, Nebraska, Rhode Island, Louisiana, South Dakota, Texas, Vermont, West Virginia, and Wisconsin

AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR DESCRIPTION OF COVERAGE/CERTIFICATE/POLICY. PLEASE READ IT CAREFULLY. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In the section regarding Vehicles Not Covered, item number 3 is modified to include brackets based on Cardmember election.

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

3. cargo vans, custom vans;

CRLDIAE0812MU

Applicable for Residents of Alabama, Delaware, District of Columbia, Florida, Georgia, Hawaii, Indiana, Kansas, Maryland, Minnesota, Montana, New Mexico, Ohio, Oregon, Texas and Wyoming

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

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

Effective immediately, the second paragraph under the Section entitled **HOW TO FILE A CLAIM** is amended to reflect a change to the worldwide collect telephone number. The first sentence of the second paragraph is amended as follows:

If a loss occurs, a Cardmember should promptly notify the Car Rental Loss and Damage Claims Unit toll free at (800) 338-1670 in the U.S. only or call (216) 617-2500 from other locations worldwide.

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



Troy E. Glover
President
AMEX Assurance Company



Mark W. Musser
Secretary
AMEX Assurance Company

CRLDIAE1113

Additional Information for Residents of Arizona and Indiana

Car Rental Loss and Damage Insurance Plan is governed by form numbers CRLDI-IND-CCSG 11/05, CRLDI-IND-OSBN 11/05, CRLDI-IND-PLAT 11/05, CRLDI-IND-CEN 11/05, CRLDI-IND-OSBN-PLAT 11/05 and CRLDI-IND-End1 10/08.

References to Description of Coverage and Master Policy throughout the above form have been changed to Policy.

The following definition is added.

“American Express® Card” means any credit or charge card bearing an American Express trademark or logo issued by American Express Travel Related Services Company, Inc. or its subsidiaries or affiliates or any of their licensees 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.

In all other respects, the provisions and conditions of the Policy remain the same.

Applicable for Residents of the State of Arkansas

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

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

**AMEX Assurance Company
Complaints Department
PO Box 53701
MC: 08-01-20
Phoenix, AZ 85072-9872
You may call the toll-free number at (800) 645-9700.**

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

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

Applicable for Residents of the State of California

Questions regarding your policy or coverage should be directed to:

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

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

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

**California Department of Insurance
Consumer Services Division
300 South Spring Street, South Tower
Los Angeles, CA 90013
www.insurance.ca.gov**

Applicable for Residents of the State of Colorado

**AMENDATORY ENDORSEMENT
CAR RENTAL LOSS AND DAMAGE INSURANCE DESCRIPTION OF
COVERAGE/POLICY/CERTIFICATE OF INSURANCE**

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

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

All definitions, terms and provisions within the Description of Coverage/Policy/Certificate of Insurance wherever appearing and denoting a marital relationship or family relationship arising out of marriage will include parties to a civil union established in the State of Colorado according to Colorado law and their families.

The terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a civil union established according to Colorado law.

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

In Witness Whereof, We have caused this Endorsement to be signed by Our officers.



Troy E. Glover
President
AMEX Assurance Company



Mark W. Musser
Secretary
AMEX Assurance Company

AEREG1013CO

Applicable for Residents of the State of Idaho

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

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

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

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

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

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

Applicable for Residents of the State of Illinois

This notice is to advise you that should any complaints arise regarding this insurance, you may contact the following:

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

Or

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

Additional Information for Residents of Indiana

Indiana Residents Only:

Questions regarding your policy 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: 1-800-622-4461. In the Indianapolis Area 1-317-232-2395.

Complaints can be filed electronically at www.in.gov/idoi

AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR DESCRIPTION OF COVERAGE/CERTIFICATE/POLICY. PLEASE READ IT CAREFULLY. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

To be attached to and made a part of Description of Coverage: CRLDI-DOC-CEN 11/05, CRLDI-DOC-PLAT 11/05, CRLDI-IND-CEN 11/05, CRLDI-IND-PLAT 11/05

In the section regarding Vehicles Not Covered, item number 3 is deleted and replaced by the following:

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

3. cargo vans, custom vans;”

CRLDIAE0912MU2

Additional Information for Residents of Louisiana

The **Rights of Recovery** section is replaced with the following:

If the Company makes any payment under this Policy and the Cardmember 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 Cardmember’s right to be fully compensated.

CRLDI-RDR1-LA 11/05

AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR DESCRIPTION OF COVERAGE/CERTIFICATE/POLICY. PLEASE READ IT CAREFULLY. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In the section regarding Vehicles Not Covered, item number 3 is modified to include brackets based on Cardmember election.

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

3. cargo vans, custom vans;

CRLDIAE0812MU

Additional Information for Residents of North Carolina

A portion of the fees associated with this Card are applied to the insurance benefit.

CRLDI-RDR1-NC 11/05

AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR DESCRIPTION OF COVERAGE/CERTIFICATE/POLICY. PLEASE READ IT CAREFULLY. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In the section regarding Vehicles Not Covered, item number 3 is modified to include brackets based on Cardmember election.

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

4. cargo vans, custom vans;

CRLDIAE0812MU

Additional Information for Residents of Oklahoma

AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR DESCRIPTION OF COVERAGE/CERTIFICATE/POLICY. PLEASE READ IT CAREFULLY. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

The following sections are hereby added after the How Benefits are Paid section:

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.

ADDITIONAL INFORMATION ONLY FOR PLATINUM AND CENTURION CARDMEMBERS

In the section regarding Vehicles Not Covered, item number 3 is replaced with the following:

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

- 5. cargo vans, custom vans;

CRLDIAE0612OK

Additional Information for Residents of South Dakota

Under **Losses Not Covered**, item number 5. is replaced with the following:

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

- 5. violation of criminal law, or commission of a criminal act, whether cited or charged;

Under **Losses Not Covered**, item number 7. is replaced with the following:

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

- 7. consumption of alcohol at or in excess of the legal blood alcohol level for a felony conviction in the state or locality in which the Accident occurred;

CRLDI-RDR1-SD 11/05

AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR DESCRIPTION OF COVERAGE/CERTIFICATE/POLICY. PLEASE READ IT CAREFULLY. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In the section regarding Vehicles Not Covered, item number 3 is modified to include brackets based on Cardmember election.

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

- 3. cargo vans, custom vans;

CRLDIAE0812MU

Additional Information for Residents of Texas

Car Rental Loss and Damage Insurance Plan is governed by form numbers CRLDI-IND-CCSG-TX 11/05, CRLDI-IND-OSBN-TX 11/05, CRLDI-IND-PLAT-TX 11/05, CRLDI-IND-CEN-TX 11/05, CRLDI-IND-OSBN-PLAT-TX 11/05

The following definition is added.

“American Express® Card” means any credit or charge card bearing an American Express trademark or logo issued by American Express Travel Related Services Company, Inc. or its subsidiaries or affiliates or any of their licensees 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.

The following statement is added.

This policy only provides coverage if you decline the full Collision Damage Waiver offered by the Rental Company.

This policy is not automobile liability insurance and does not comply with any financial responsibility law. Your personal automobile insurance policy may or may not provide coverage for your responsibility for the loss of or damage to a rented vehicle during the rental term. Before deciding whether to purchase a damage waiver, you may wish to determine whether your automobile insurance policy provides you coverage for rental vehicle damage or loss. If you file a claim under your personal automobile insurance policy, your insurance company may choose to no renew your policy at your renewal date, but may do so only if you are at fault for the claim.

The following paragraph has been revised under the **How to File a Claim** section.

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 90 days following the date of the damage or theft by: American Express Car Rental Loss and Damage Claims Unit, P.O. Box 94729, Cleveland, Ohio 44101-4729. If the proof of loss and other documentation is not received within 90 days of the date of loss, coverage may be denied.

The following has been added to the end of the **How to File a Claim** section.

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

1. the claim or part of the claim will be paid; or
2. the claim or part of the claim has been denied, and inform you:
 - a. of the reasons for denial;
 - b. more information is necessary; or
 - c. we need additional time to reach a decision. If additional time is needed, we will inform you of the reasons for such need.

If we have notified you that additional time is needed to reach a decision, we will either approve or deny the claim within 45 days of such notice.

We will pay for a covered loss within 5 days after we have notified you that payment of the claim or part of the claim will be made.

The following provision was added.

Termination or Cancellation

Coverage will cease on the earliest of the following:

1. the date you no longer maintain a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands;
2. the date we determine that you or someone on your behalf intentionally misrepresented or fraud occurred;
3. the date we cancel the Policy;
4. the date you are no longer a Cardmember; or
5. the date the Policy is not available in the location where you maintain a Permanent Residence.

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

If the Policy is cancelled by the Company at any time, we will send you a written notice at least forty five (45) days in advance to you at your last known address. The notice will include the reason for cancellation.

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

In all other respects, the provisions and conditions of the Policy remain the same.

AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR DESCRIPTION OF COVERAGE/CERTIFICATE/POLICY. PLEASE READ IT CAREFULLY. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In the section regarding Vehicles Not Covered, item number 3 is modified to include brackets based on Cardmember election.

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

3. cargo vans, custom vans;

CRLDIAE0812MU

Additional Information for Residents of Vermont

Under **Losses Not Covered**, the following item is hereby removed:

7. alcohol intoxication on the part of the driver, as defined in the state where the Accident occurred;

CRLDI-RDR1-VT 11/05

AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR DESCRIPTION OF COVERAGE/CERTIFICATE/POLICY. PLEASE READ IT CAREFULLY. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In the section regarding Vehicles Not Covered, item number 3 is modified to include brackets based on Cardmember election.

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

3. cargo vans, custom vans;

CRLDIAE0812MU

Applicable for Residents of the State of Virginia

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

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

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

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

State Corporation Commission
Bureau of Insurance
PO Box 1157
Richmond, VA 23218
(877) 310-6560 or TDD (804) 371-9206

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

Additional Information for Residents of West Virginia

Under **How Benefits are Paid**, the Footnote, to the note that reads: 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, is hereby revised to read as follows:

Does not apply to West Virginia and New York State residents.

CRLDI-RDR1-WV 11/05

AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR DESCRIPTION OF COVERAGE/CERTIFICATE/POLICY. PLEASE READ IT CAREFULLY. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In the section regarding Vehicles Not Covered, item number 3 is modified to include brackets based on Cardmember election.

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

3. cargo vans, custom vans;

CRLDIAE0812MU

Additional Information for Residents of Wisconsin

Under **Losses Not Covered**, the following items are hereby removed:

5. illegal activity, such as losses where the Rental Auto was used for, or involved in illegal activity or felony;
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);

Under **Losses Not Covered**, the following item is added:

18. the use of the Rental Auto for unlawful purposes, or for transportation of liquor in violation of law, or while the driver is under the influence of an intoxicant or a controlled substance or controlled substance analog, or a combination thereof, or under the influence of any other drug to a degree which renders him or her incapable of safely driving, or under the combined influence of an intoxicant and any other drug to a degree which renders him or her incapable of safely driving, or any use of the motor vehicle in a reckless manner.

CRLDI-RDR1-WI 11/05

AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR DESCRIPTION OF COVERAGE/CERTIFICATE/POLICY. PLEASE READ IT CAREFULLY. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In the section regarding Vehicles Not Covered, item number 3 is modified to include brackets based on Cardmember election.

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

4. cargo vans, custom vans;

CRLDIAE0812MU

Applicable for Residents of the State of Wisconsin

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

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

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

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

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

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

Additional Information for Residents of Texas

IMPORTANT NOTICE	AVISO IMPORTANTE
<p>TO OBTAIN INFORMATION OR MAKE A COMPLAINT:</p> <p>You may call AMEX Assurance's toll-free telephone number for information or to make a complaint at:</p> <p>1-800-263-9669</p> <p>You may also write to AMEX Assurance Company at:</p> <p>MC: 080120, 20022 N. 31st Avenue Phoenix, AZ 85027</p> <p>You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:</p> <p>1-800-252-3439</p> <p>You may write the Texas Department of Insurance at:</p> <p>P.O. Box 149104 Austin, TX 78714-9104 Fax# (512) 490-1007 Web: http://www.tdi.texas.gov E-mail: ConsumerProtection@tdi.texas.gov</p> <p>PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.</p> <p>ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.</p>	<p>PARA OBTENER INFORMACION O PARA SOMETER UNA QUEJA:</p> <p>Usted puede llamar al numero de telefono gratis de AMEX Assurance Company's para informacion o para someter una queja al:</p> <p>1-800-263-9669</p> <p>Usted tambien puede escribir a AMEX Assurance Company:</p> <p>MC: 080120, 20022 N. 31st Avenue Phoenix, AZ 85027</p> <p>Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:</p> <p>1-800-252-3439</p> <p>Puede escribir al Departamento de Seguros de Texas:</p> <p>P.O. Box 149104 Austin, TX 78714-9104 Fax# (512) 490-1007 Web: http://www.tdi.texas.gov E-mail: ConsumerProtection@tdi.texas.gov</p> <p>DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)</p> <p>UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.</p>

NO-TX 10/08

For Puerto Rico residents only.

American Express® Card
CAR RENTAL LOSS AND DAMAGE INSURANCE PLAN

Underwritten by AMEX Assurance Company
Mailing Address: P.O. Box 53701 Phoenix, AZ 85072-9872

DESCRIPTION OF COVERAGE

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 defined below) to reserve and pay for an auto rental from any commercial car rental company other than those located in Australia, Ireland, Israel, Italy, Jamaica, and New Zealand. For those eligible and enrolled in Membership Rewards, if a Membership Rewards redemption certificate is used, coverage is provided only for Rental Autos rented in the United States, including Puerto Rico. This coverage is always excess insurance. For more information, please refer to the section titled "What excess coverage means."

Who is Eligible for Coverage

You are eligible for coverage under the Policy if you are a Platinum Cardmember ("Cardmember"). You are a Platinum Cardmember if (1) you are an American Express basic or additional Cardmember and a Platinum Card or (referred to as the "Card") is issued in your name, (2) your Card account is billed from a U.S. Operating Center in U.S. dollars, and (3) You maintain your Permanent Residence in Puerto Rico.

During the period of the rental, as indicated by the rental agreement, the Cardmember is covered provided the Cardmember is the Primary Renter. The Cardmember's Passenger's (or their possessions) are covered only while riding or secured in, being secured in, getting into, removed from or getting out of the covered Rental Auto.

Definitions

"Accident" means a motor vehicle incident involving the Rental Auto that results in Damage to the Rental Auto or Accidental Injury to a covered Person, or both.

"Accidental Death" means death caused by accidental means.

"Accidental Dismemberment" means the loss of a bodily appendage or sight because of an accident.

"Alight or Alighting" means being in the direct and immediate act of exiting the seating compartment of the Rental Auto. Once the person's body is out of and not touching the Rental Auto, the act of Alighting is completed.

"Board or Boarding" means being in the direct and immediate act of entering the seating compartment of the Rental Auto. Once a person is sitting in the Rental Auto, the act of Boarding is completed.

"Membership Rewards" means the program operated by American Express Travel Related Services Company, Inc. which permits enrolled Cardmembers to earn Membership Rewards points and to redeem those points for airline tickets, hotel stays and car rentals, among other rewards. In some cases, participating Cardmembers receive a redemption certificate in order to use their Membership Rewards points.

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

"Passenger" means a person other than the Cardmember renting the Rental Auto, who is permitted to ride in, board or alight from the covered Rental Auto, including persons permitted to operate the Rental Auto in accordance with the rental agreement between the Cardmember and the Rental Company.

"Owner's Property" means the Cardmember's personal items.

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

“Rental Company” means any commercial car rental agency which rents Rental Autos, other than those located in Australia, Ireland, Israel, Italy, Jamaica, and New Zealand.

“Secured” means locked in the trunk of the Rental Auto or locked in the seating compartment of the Rental Auto with all the windows fully closed and all Covered Persons absent of the vicinity of the Rental Auto.

“Unsecured Vehicle” means an unlocked car.

How to Activate Coverage

Coverage for theft of or damage to a Rental Auto is activated when the Cardmember:

- 1a. 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;
- 1b. chooses not to purchase or declines the full Collision Damage Waiver or similar option (CDW), or pays for a partial collision damage waiver, offered by the Rental Company;
- 1c. 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
- 1d. uses the Card to pay for the entire auto rental from the Rental Company at the time of vehicle return;

Or,

- 2a. presents a Membership Rewards redemption certificate, and
- 2b. uses a Membership Rewards redemption certificate at a participating Commercial Car Rental Company.

Coverage for personal effects, personal injury medical expenses and accidental death and dismemberment are activated when:

1. all conditions listed above are satisfied; and
2. the Cardmember declines the Personal Accident Insurance and Personal Effects (Baggage) coverage and similar options offered by the Rental Company.

Coverage continues in effect while the Cardmember remains in control and possession of the Rental Auto. 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.

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.

When Coverage Terminates

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

1. Rental Company resumes control of the Rental Auto, or 30 consecutive days after the Rental Auto was checked out, whichever is earlier; or
2. Policy is cancelled.
3. Cardmember ceases to have a Permanent Residence in Puerto Rico. To the extent that the new Permanent Residence is in one of the 50 states of the United States of America or the District of Columbia, the Cardmember may be eligible for coverage under a separate plan provided by AMEX Assurance Company or another underwriter, the terms of which can be obtained by calling the toll free number on the back of the American Express Card.

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

- A. 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.

For the purpose of this Policy, "Damage" means damage to the Rental Auto that was sustained by accidental collision with another vehicle or object.

For the purpose of this Policy, "Theft" means the criminal act of stealing or attempting to steal the Rental Auto.

"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.

- B. Certain necessary covered medical expenses incurred as a result of an accident by the Cardmember or a Passenger are payable up to a maximum of \$5,000 per person. The Cardmember and Passengers of the Cardmember are insured only while riding in, getting into or out of the Rental Auto (see the exclusions stated in the sections below titled Vehicles Not Covered and Loss Not Covered). Covered medical expenses are necessary services and supplies which are recommended by the attending physician. They include the services of a legally qualified physician, surgeon, graduate nurse, or dentist; charges for hospital confinement and use of operating rooms; charges for anesthetics, laboratory tests, ambulance service, drugs, medicines and therapeutic services and supplies. Treatment for injuries must be received within 90 days of the accident which caused them, and all services, supplies, or treatment must be received within 52 weeks of the date of the accident. This insurance will not pay benefits in excess of the reasonable and customary charges commonly used by providers of medical care in the locality in which the care is furnished. This coverage is secondary to all other valid and collectible insurance and shall apply only when such other collectible insurance benefits are exhausted, up to the maximum limit provided by this Policy.
- C. If a Cardmember or Passenger suffers an accidental death or accidental dismemberment as a direct result of an accident that occurs while within the Rental Auto, the plan pays \$200,000¹ for loss of life of the Cardmember and \$20,000¹ for loss of life of each Passenger. Smaller benefits are payable in the event of loss of eyesight, speech, hearing, or certain limbs due to a covered Injury (see Table of Losses Section below). The loss must occur within 365 days after the date of the accident. If more than one loss is sustained as the result of one accident, the amount payable shall be the largest amount shown in the Table of Losses. The amounts payable for each loss are:

Table of Losses: Loss of Life (100%), Both Hands or Both Feet (100%), Sight of Both Eyes (100%), One Hand and One Foot (100%), Either Hand or Foot and the Sight of One Eye (100%), Speech and Hearing in Both Ears (100%), Either Hand or Foot (50%), Sight of One Eye (50%), Speech (50%), Hearing in Both Ears (50%), Thumb and Index Finger of the Same Hand (25%).

"Loss" with regard to:

1. Hand or foot means actual severance through or above the wrist or ankle joints;
2. Eye means entire and irrecoverable loss of sight;
3. Speech or hearing means entire and irrecoverable loss of speech or hearing of both ears;
4. Thumb and index finger means actual severance through or above the joint that meets the hand at the palm.

"Injury" means bodily injury caused by an accident occurring while this coverage is in force as to the Cardmember and Passenger and resulting, directly and independently of all other causes, in loss covered by this policy.

D. Personal property that a Cardmember or a Passenger brings with him or her is covered for theft or damage which is not paid by other insurance. This insurance will reimburse the Cardmember or Passenger the lesser of the following: actual cash value at the time of loss (replacement cost less depreciation) as determined by AMEX Assurance Company; or cost of repair or replacement. Cardmember property and Passenger property are each covered for up to \$1,000 while the total coverage for all occupants is \$2,000. The Cardmember and Passenger's property is covered while secured in, being secured in the Rental Auto or removed from the Rental Auto (subject to the exclusions stated in the sections below titled Vehicles Not Covered and Loss Not Covered).

What Excess Coverage Means

Car Rental Loss and Damage Insurance is an excess insurance plan, and all benefits except those for Accidental Death and Dismemberment will be paid on an excess reimbursement basis. As an excess insurance plan losses will be covered in excess of the limits of other underlying policies. 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. In the absence of other underlying policies, then this insurance will become primary up to the maximum limit of this Policy.

Vehicles Not Covered

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

1. expensive autos, which means autos with an original manufacturer's suggested retail price of \$75,000 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, X series and convertibles, Acura NSX and convertibles, Mercedes SL, SLK, CLK, S Coupe and E320, Coupe and Convertible, BMW M3, Cadillac Allante. 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";
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; and
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 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 that is not the Rental Auto, Owner's Property, or items not permanently attached to the Rental Auto;
4. the Injury of anyone or anything except for the covered Cardmember;
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.

With respect to persons, Car Rental Loss and Damage Insurance does not cover:

1. preexisting conditions;
2. suicide while sane or intentionally self-inflicted injury;
3. sickness, disease or infection, except pyogenic (pus forming) bacterial infections which shall occur through an accidental cut or wound;
4. flying an aircraft;
5. team sports; racing, sky-scuba-skin or deep-sea diving, hang gliding or parachuting; and
6. dental treatment, eyeglasses, contact lenses or exams, hearing aids, prosthetic limbs.

With respect to personal effects, Car Rental Loss and Damage Insurance does not cover:

1. animals;
2. other conveyances or appurtenances;
3. household furniture;
4. money, securities, tickets, documents;
5. sporting equipment during the use thereof;
6. art objects; and

7. items stolen from unlocked automobiles.

Car Rental Loss and Damage Insurance will not pay claims arising from any Injury for which the Cardmember or Passenger (a) received medical treatment, (b) received a recommendation for medical treatment, or (c) took prescribed drugs or medicine, in the 90-day period before the Cardmember's or Passenger's coverage commenced under this insurance.

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.

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 (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. The written proof of loss, which includes the claim form and all other requested documentation (listed below), must be received within one year of the Notice of Claim date and sent to 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 one year of the Notice of Claim date, 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 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 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).

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 Rental Company when the 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.

All other payments, with the exception of loss of life, shall be payable to the Cardmember or Passenger. Payments for loss of life of a Cardmember or Passenger shall be payable to the first surviving class of the following: 1) his or her spouse or Domestic Partner; 2) his or her children, equally per stirpes; 3) his or her estate.

"Domestic Partner" means persons of the same or opposite gender who either,

1. can provide documentation of registration of the Domestic Partner relationship pursuant to a state, county or municipal provision, or

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

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.

Fraud

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

We do not provide coverage to a Cardmember who, whether before or after a Loss, has:

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

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) year, 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.

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 Rental Company has been paid damages under this Policy, and also recovers from another, the amount recovered from the other shall be held by that Cardmember or Rental Company in trust for the Insurer 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.

Time Limit on Certain Defenses

Two (2) years after this policy is issued no false statement made by an insured person under the policy may be used to annul the insurance on his person or to deny a claim for loss sustained or for disability (as defined in the policy) which may begin after the said period of two (2) years has elapsed. No claim for loss sustained or for disability (as defined in the policy) which may begin after the elapse of two (2) years from the date of issuance of this policy shall be reduced or denied on the ground that, prior to the effective date of the coverage of this policy, there existed a disease or physical injury not excluded from the coverage by its specific name or description, effective on the date of the loss.

Additional Information for You

This coverage is underwritten by AMEX Assurance Company ("The insurer") through this insurance policy issued to American Express Travel Related Services Company, Inc. and its participating subsidiaries affiliates and licensees. This Master Policy may be changed, cancelled or terminated. Termination or Cancellation of coverage will not prejudice any claim originating prior to termination or cancellation subject to all other terms of the Policy. The Cardmember can request a copy of the Master Policy by calling (800) 338-1670.

The Company can cancel this Master Policy for any reason including but not necessarily limited to: non-payment of premiums due to the Company by the Master Policyholder; high loss experience or; the Company decision to stop underwriting this kind of insurance program. The Cardmember has the right to know and/or request the grounds on which the Policy is cancelled. To that effect, the Company must provide sixty (60) days written notice prior to the date cancellation is effective, indicating in such notice the reason for cancellation. If the Company cancels, the Master Policyholder must assist the Company in notifying Cardmembers of the date their insurance is cancelled.

The Master Policyholder may cancel the Master Policy by giving the Company written notice of what future date the Master Policy shall be cancelled. The Master Policyholder must notify Cardmembers of the date their coverage is cancelled or replaced. The Master Policyholder must provide to the Company sixty (60) days written notice and to the Cardmember thirty (30) days written notice prior to the date cancellation is effective.

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.

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

CRLDI-DOC-PLAT-PR

¹ Total Losses paid for covered medical expenses and death and dismemberment losses during any one auto rental period will not exceed \$300,000 for all Cardmembers or Passengers as a result of one accident or incident or loss. If the total accumulated is more, benefits will be allocated in proportion to total otherwise due.

Applicable for Residents of Puerto Rico

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

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

Effective immediately, the second paragraph under the Section entitled **HOW TO FILE A CLAIM** is amended to reflect a change to the worldwide collect telephone number. The first sentence of the second paragraph is amended as follows:

If a loss occurs, a Cardmember should promptly notify the Car Rental Loss and Damage Claims Unit toll free at (800) 338-1670 in the U.S. only or call (216) 617-2500 from other locations worldwide.

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

A handwritten signature in black ink, appearing to read "Troy E. Glover", with a stylized, sweeping flourish at the end.

Troy E. Glover
President
AMEX Assurance Company

A handwritten signature in black ink, appearing to read "Mark W. Musser", with a long, horizontal, arrow-like flourish extending to the right.

Mark W. Musser
Secretary
AMEX Assurance Company

CRLDIAE1113

For The U.S. Virgin Islands residents only.

AMEX ASSURANCE COMPANY

Underwritten by AMEX Assurance Company
Mailing Address: P.O. Box 53701 Phoenix, AZ 85072-9872

Group Insurance Master Policy
American Express® Card

CAR RENTAL LOSS AND DAMAGE INSURANCE PLAN

DESCRIPTION OF COVERAGE

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 defined below) to reserve and pay for an auto rental from any commercial car rental company other than those located in Australia, Ireland, Israel, Italy, Jamaica, and New Zealand. For those eligible and enrolled in Membership Rewards, if a Membership Rewards redemption certificate is used, coverage is provided only for Rental Autos rented in the United States, including The United States Virgin Islands. This coverage is always excess insurance. For more information, please refer to the section titled "What excess coverage means."

Who is Eligible for Coverage

You are eligible for coverage under the Policy if you are a Platinum Cardmember ("Cardmember"). You are a Platinum Cardmember if (1) you are an American Express basic or additional Cardmember and a Platinum Card or (referred to as the "Card") is issued in your name, (2) your Card account is billed from a U.S. Operating Center in U.S. dollars, and (3) You maintain your Permanent Residence in The United States Virgin Islands.

During the period of the rental, as indicated by the rental agreement, the Cardmember is covered provided the Cardmember is the Primary Renter. The Cardmember's Passenger's (or their possessions) are covered only while riding or secured in, being secured in, getting into, removed from or getting out of the covered Rental Auto.

Definitions

"Accident" means a motor vehicle incident involving the Rental Auto that results in Damage to the Rental Auto or Accidental Injury to a covered Person, or both.

"Accidental Death" means death caused by accidental means.

"Accidental Dismemberment" means the loss of a bodily appendage or sight because of an accident.

"Alight or Alighting" means being in the direct and immediate act of exiting the seating compartment of the Rental Auto. Once the person's body is out of and not touching the Rental Auto, the act of Alighting is completed.

"Board or Boarding" means being in the direct and immediate act of entering the seating compartment of the Rental Auto. Once a person is sitting in the Rental Auto, the act of Boarding is completed.

"Membership Rewards" means the program operated by American Express Travel Related Services Company, Inc. which permits enrolled Cardmembers to earn Membership Rewards points and to redeem those points for airline tickets, hotel stays and car rentals, among other rewards. In some cases, participating Cardmembers receive a redemption certificate in order to use their Membership Rewards points.

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

"Passenger" means a person other than the Cardmember renting the Rental Auto, who is permitted to ride in, board or alight from the covered Rental Auto, including persons permitted to operate the Rental Auto in accordance with the rental agreement between the Cardmember and the Rental Company.

"Owner's Property" means the Cardmember's personal items.

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

"Rental Company" means any commercial car rental agency which rents Rental Autos, other than those located in Australia, Ireland, Israel, Italy, Jamaica, and New Zealand.

"Secured" means locked in the trunk of the Rental Auto or locked in the seating compartment of the Rental Auto with all the windows fully closed and all Covered Persons absent of the vicinity of the Rental Auto.

"Unsecured Vehicle" means an unlocked car.

How to Activate Coverage

Coverage for theft of or damage to a Rental Auto is activated when the Cardmember:

- 1a. 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;
 - 1b. chooses not to purchase or declines the full Collision Damage Waiver or similar option (CDW), or pays for a partial collision damage waiver, offered by the Rental Company;
 - 1c. 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
 - 1d. uses the Card to pay for the entire auto rental from the Rental Company at the time of vehicle return;
- Or,
- 2a. presents a Membership Rewards redemption certificate, and
 - 2b. uses a Membership Rewards redemption certificate at a participating Commercial Car Rental Company.

Coverage for personal effects, personal injury medical expenses and accidental death and dismemberment are activated when:

1. all conditions listed above are satisfied; and
2. the Cardmember declines the Personal Accident Insurance and Personal Effects (Baggage) coverage and similar options offered by the Rental Company.

Coverage continues in effect while the Cardmember remains in control and possession of the Rental Auto. 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.

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.

When Coverage Terminates

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

1. Rental Company resumes control of the Rental Auto, or 30 consecutive days after the Rental Auto was checked out, whichever is earlier; or
2. Policy is cancelled.
3. Cardmember ceases to have a Permanent Residence in The United States Virgin Islands. To the extent that the new Permanent Residence is in one of the 50 states of the United States of America or the District of Columbia, the Cardmember may be eligible for coverage under a separate plan provided by AMEX Assurance Company or another underwriter, the terms of which can be obtained by calling the toll free number on the back of the American Express Card.

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

- A. 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.

For the purpose of this Policy, "Damage" means damage to the Rental Auto that was sustained by accidental collision with another vehicle or object.

For the purpose of this Policy, "Theft" means the criminal act of stealing or attempting to steal the Rental Auto.

"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.

- B. Certain necessary covered medical expenses incurred as a result of an accident by the Cardmember or a Passenger are payable up to a maximum of \$5,000 per person. The Cardmember and Passengers of the Cardmember are insured only while riding in, getting into or out of the Rental Auto (see the exclusions below). Covered medical expenses are necessary services and supplies which are recommended by the attending physician. They include the services of a legally qualified physician, surgeon, graduate nurse, or dentist; charges for hospital confinement and use of operating rooms; charges for anesthetics, laboratory tests, ambulance service, drugs, medicines and therapeutic services and supplies. Treatment for injuries must be received within 90 days of the accident which caused them, and all services, supplies, or treatment must be received within 52 weeks of the date of the accident. This insurance will not pay benefits in excess of the reasonable and customary charges commonly used by providers of medical care in the locality in which the care is furnished. This coverage is secondary to all other valid and collectible insurance and shall apply only when such other collectible insurance benefits are exhausted, up to the maximum limit provided by this Policy.
- C. If a Cardmember or Passenger suffers an accidental death or accidental dismemberment as a direct result of an accident that occurs while within the Rental Auto, the plan pays \$200,000¹ for loss of life of the Cardmember and \$20,000¹ for loss of life of each Passenger. Smaller benefits are payable in the event of loss of eyesight, speech,

hearing, or certain limbs due to a covered Injury (see Table of Losses Section below). The loss must occur within 365 days after the date of the accident. If more than one loss is sustained as the result of one accident, the amount payable shall be the largest amount shown in the Table of Losses. The amounts payable for each loss are:

Table of Losses: Loss of Life (100%), Both Hands or Both Feet (100%), Sight of Both Eyes (100%), One Hand and One Foot (100%), Either Hand or Foot and the Sight of One Eye (100%), Speech and Hearing in Both Ears (100%), Either Hand or Foot (50%), Sight of One Eye (50%), Speech (50%), Hearing in Both Ears (50%), Thumb and Index Finger of the Same Hand (25%).

"Loss" with regard to:

1. Hand or foot means actual severance through or above the wrist or ankle joints;
2. Eye means entire and irrecoverable loss of sight;
3. Speech or hearing means entire and irrecoverable loss of speech or hearing of both ears;
4. Thumb and index finger means actual severance through or above the joint that meets the hand at the palm.

"Injury" means bodily injury caused by an accident occurring while this coverage is in force as to the Cardmember and Passenger and resulting, directly and independently of all other causes, in loss covered by this policy.

- D. Personal property that a Cardmember or a Passenger brings with him or her is covered for theft or damage which is not paid by other insurance. This insurance will reimburse the Cardmember or Passenger the lesser of the following: actual cash value at the time of loss (replacement cost less depreciation) as determined by AMEX Assurance company of North America; or cost of repair or replacement. Cardmember property and Passenger property are each covered for up to \$1,000 while the total coverage for all occupants is \$2,000. The Cardmember and Passenger's property is covered while secured in, being secured in the Rental Auto or removed from the Rental Auto (subject to the exclusions below).

What Excess Coverage Means

Car Rental Loss and Damage Insurance is an excess insurance plan, and all benefits except those for Accidental Death and Dismemberment will be paid on an excess reimbursement basis. As an excess insurance plan losses will be covered in excess of the limits of other underlying policies. 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. In the absence of other underlying policies, then this insurance will become primary up to the maximum limit of this Policy.

Vehicles Not Covered

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

1. expensive autos, which means autos with an original manufacturer's suggested retail price of \$75,000 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, X series and convertibles, Acura NSX and convertibles, Mercedes SL, SLK, CLK, S Coupe and E320, Coupe and Convertible, BMW M3, Cadillac Allante. 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";
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; and
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 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.

With respect to persons, Car Rental Loss and Damage Insurance does not cover:

1. preexisting conditions;
2. suicide while sane or intentionally self-inflicted injury;
3. sickness, disease or infection, except pyogenic (pus forming) bacterial infections which shall occur through an accidental cut or wound;
4. flying an aircraft;
5. team sports; racing, sky-scuba-skin or deep-sea diving, hang gliding or parachuting; and

6. dental treatment, eyeglasses, contact lenses or exams, hearing aids, prosthetic limbs.

With respect to personal effects, Car Rental Loss and Damage Insurance does not cover:

1. animals;
2. other conveyances or appurtenances;
3. household furniture;
4. money, securities, tickets, documents;
5. sporting equipment during the use thereof;
6. art objects; and
7. items stolen from unlocked automobiles.

Car Rental Loss and Damage Insurance will not pay claims arising from any Injury for which the Cardmember or Passenger (a) received medical treatment, (b) received a recommendation for medical treatment, or (c) took prescribed drugs or medicine, in the 90-day period before the Cardmember's or Passenger's coverage commenced under this insurance.

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.

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If a loss occurs, a Cardmember should promptly notify the Car Rental Loss and Damage Claims Unit toll free at (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. The written proof of loss, which includes the claim form and all other requested documentation (listed below), must be received within one year of the Notice of Claim date and sent to 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 one year of the Notice of Claim date, 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 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).

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 Rental Company when the 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.

All other payments, with the exception of loss of life, shall be payable to the Cardmember or Passenger. Payments for loss of life of a Cardmember or Passenger shall be payable to the first surviving class of the following: 1) his or her spouse or Domestic Partner; 2) his or her children, equally per stirpes; 3) his or her estate.

"Domestic Partner" means persons of the same or opposite gender who either,

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

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.

Fraud

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

We do not provide coverage to a Cardmember who, whether before or after a Loss, has:

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

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 Rental Company has been paid damages under this Policy, and also recovers from another, the amount recovered from the other shall be held by that Cardmember or Rental Company in trust for the Insurer 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 AMEX Assurance Company of North America ("Insurer") through this insurance policy issued to American Express Travel Related Services Company, Inc. and its participating subsidiaries affiliates and licensees. This Master Policy may be changed, cancelled or terminated. Termination or Cancellation of coverage will not prejudice any claim originating prior to termination or cancellation subject to all other terms of the Policy. The Cardmember can request a copy of the Master Policy by calling 1-800-473-7346.

The Company can cancel this Master Policy for any reason including but not necessarily limited to: non-payment of premiums due to the Company by the Master Policyholder; high loss experience or; the Company decision to stop

underwriting this kind of insurance program. The Cardmember has the right to know and/or request the grounds on which the Policy 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. If the Company cancels, the Master Policyholder must assist the Company in notifying Cardmembers of the date their insurance is cancelled.

The Master Policyholder may cancel the Master Policy by giving the Company written notice of what future date the Master Policy shall be cancelled. The Master Policyholder must notify Cardmembers of the date their coverage is cancelled or replaced. The Master Policyholder must provide to the Company sixty (60) days written notice and to the Cardmember 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.

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.



Troy E. Glover
President
AMEX Assurance Company



Mark W. Musser
Secretary
AMEX Assurance Company

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¹ Total Losses paid for covered medical expenses and death and dismemberment losses during any one auto rental period will not exceed \$300,000 for all Cardmembers or Passengers as a result of one accident or incident or loss. If the total accumulated is more, benefits will be allocated in proportion to total otherwise due.

Applicable for Residents of U.S. Virgin Islands

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

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

Effective immediately, the second paragraph under the Section entitled **HOW TO FILE A CLAIM** is amended to reflect a change to the worldwide collect telephone number. The first sentence of the second paragraph is amended as follows:

If a loss occurs, a Cardmember should promptly notify the Car Rental Loss and Damage Claims Unit toll free at (800) 338-1670 in the U.S. only or call (216) 617-2500 from other locations worldwide.

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



Troy E. Glover
President



Mark W. Musser
Secretary

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