

Purchase Protection Plan Documents

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To file a claim electronically for a qualifying event please visit us at www.americanexpress.com/onlineclaim.

Purchase Protection Benefit Guide

This Benefit Guide describes the Purchase Protection benefits that are in effect for eligible purchases made on and after 01/01/2020. Information in this Benefit Guide replaces any Purchase Protection benefits document You may have received previously for Your Additional Card Benefits. *Read this Benefit Guide carefully.*

Capitalized and **bold** words that are not section headings have special meanings and are defined throughout this Benefit Guide.

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

Key Terms

You or Your means the **Card Member** who carries an **Eligible Card**.

We, Us, or Our means **American Express**.

American Express means American Express Travel Related Services Company, Inc., or its participating subsidiaries, affiliates or licensees.

Card Member means the authorized user of an **Eligible Card**.

Claim means a request of a **Card Member** or **Eligible Beneficiary** that We **Pay** for a **Covered Event**.

Covered Event means an unintentional event or occurrence that qualifies for benefit consideration.

Eligible Beneficiary means the **Card Member** or other intended beneficiary entitled to make a **Claim**.

Eligible Card means those card types designated as eligible for benefits by **American Express**.

Pay means a credit issued to the **Eligible Card** of the **Eligible Beneficiary**, or if that is not feasible, a payment by check to the **Eligible Beneficiary**.

How to Activate Benefits

Coverage is activated each time a **Card Member** makes an **Eligible Payment** for a **Covered Purchase**.

What is an Eligible Payment?

The amount of the one original worldwide charge to an **Eligible Card** for the purchase of a tangible item of property for personal or business use or as a gift.

Can rewards points be redeemed towards an Eligible Payment?

Yes, purchases on **Eligible Cards** that are combined with **American Express Loyalty Programs**, such as Membership Rewards® points or Pay with Points, would qualify for benefits.

However, other **Loyalty Programs** (i.e. Non-American Express) DO NOT qualify on purchases redeemed in part or full towards the **Covered Purchase**.

What is a Covered Purchase?

It is the tangible item of property purchased as a gift or personal or business use and charged to an **Eligible Card**.

What is Covered?

Any **Covered Purchase** which experiences a **Purchase Protection Covered Event** during the **Purchase Protection Coverage Period** as described below.

Benefits are provided for **Replacement Cost** up to the lesser of the **Eligible Payment** or the per item and calendar year maximums as described below.

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

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

What is a Purchase Protection Covered Event?

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

*Is the total cost of the **Covered Purchase** eligible for coverage?*

Only the **Covered Purchase** amount which was charged to the **Eligible Card** qualifies for benefits under Purchase Protection and is subject to the maximums described above.

What is Not Covered?

ANY **COVERED EVENT** BASED UPON OR ARISING OUT OF:

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

NO COVERAGE IS PROVIDED FOR:

- A. A **Covered Purchase** which is/are:
 - 1. covered by an unconditional satisfaction guarantee;
 - 2. damaged through alteration or modification of any kind;
 - 3. animals or living plants;
 - 4. one-of-a-kind items including antique, artwork, furs, or previously owned and used items (except when refurbished by the original manufacturer);
 - 5. purchases that have a limited life span like food, perfume, light bulbs, batteries, etc.;
 - 6. credit cards, securities, documents and tickets, travelers checks and other negotiable instruments including gift certificates, gift cards, gift checks, food stamps, cash or its equivalent, notes, accounts, bills, currency, deeds, evidences of debt or intangible property, rare stamps or coins;
 - 7. items that are rented, leased or borrowed;
 - 8. **Motorized Devices** or **Motorized Device Parts**, except for **Motorized Devices** and **Motorized Device Parts** that are permanent residential or business fixtures that can be removed without damaging the structure;

NO COVERAGE IS PROVIDED FOR: (CONTINUED)

9. permanent residential or business fixtures, additions or built-ins that can't be removed without damaging the structure;
10. land or buildings;
11. more than one article in a pair or set. Coverage will be limited to no more than the value of any particular part or parts, unless the articles are unusable individually and cannot be replaced individually, regardless of any special value they may have had as part of a set or collection;
12. downloadable services, application programs, computer programs, operating software, firmware and other software of any kind;
13. items voluntarily or involuntarily discarded;
14. indirect or direct damages to any other item or property resulting from a **Covered Event**;
15. items purchased for use as resale (i.e., goods purchased as inventory for sale);
16. medical or dental devices or equipment; or
17. items purchased for professional or commercial use including education, training or skills, or to be used in professional competition.

B. A **Covered Purchase** that also includes:

1. charges for shipping, handling, installation, assembly, professional advice, maintenance or other service fees, warranties or memberships including costs or fees in addition to the **Replacement Cost**;
2. rebates, discounts or money from lowest price programs; and
3. any legal defense costs or expenses.

If You have any questions about a specific item, please call Us at 1-800-322-1277, if international, collect at 1-303-273-6498.

How to File a Claim

- A. To file a **Claim** for a **Covered Event** please call us at 1-800-322-1277, if international, collect at 1-303-273-6498.
- B. **Notice of Claim** should be provided within thirty (30) days of the loss or as soon as reasonably possible.
- C. If required, claim forms will be sent to the **Eligible Beneficiary** once proper **Notice of Claim** is received. If it is not received within fifteen (15) days from **Notice of Claim** then the **Eligible Beneficiary** can submit written communication that describes the circumstances and extent of the **Covered Event** for which the **Claim** is made.

Proper **Notice of Claim** conditions are met by answering all relevant claim intake questions.

- D. **Proof of Loss** must be submitted to Us within sixty (60) days; however, failure to do so will not invalidate a **Claim** or reduce any available benefit if it can be shown that it was provided as soon as reasonably possible. Examples of **Proof of Loss** We may require:
1. the original itemized store receipt with applicable sales tax included;
 2. a copy of any insurance declaration pages or agreement (e.g. homeowner's or renter's insurance policies, purchase service contracts);
 3. a photograph of and/or completed repair estimate form; and
 4. for theft and vandalism claims –
 - a. written report of the theft filed with the appropriate authority; and
 - b. such report should be filed prior to providing **Notice of Claim**,
- E. A **Claim** for benefits will be paid within thirty (30) days (or in accordance with applicable State law) after receipt of satisfactory **Proof of Loss** and Our determination that such **Claim** is payable. Any payment made by Us in good faith will fully discharge Us to the extent of such payment.

How are benefits paid on installment billing plans?

A **Claim** for benefits related to **Covered Purchases** under an installment plan will be paid up to the lesser of the **Eligible Payment** or per item maximum as described in the “**What is Covered?**” section for

- the total installment plan **Eligible Payment** as of the date of the **Covered Event**; or
- the last remaining installment plan balance if it has been fully paid with an **Eligible Payment**.

Billing installments for the same **Covered Purchase** do not restart the **Coverage Period** for that **Covered Purchase**.

The **Eligible Beneficiary** must **Cooperate** with Us in adjusting the **Claim**.

Additional Terms & Definitions

Additional Terms

A. **Assignment**

The Purchase Protection benefits may not be assigned and any implied assignment is void.

Additional Terms (Continued)

B. **Benefit Guide**

This Benefit Guide is not, by itself, a policy or contract of insurance or other contract.

The insurance benefits are provided under the Commercial Card Issuer Retail Insurance Policy issued by AMEX Assurance Company to the named Policyholder for which American Express Travel Related Services Company, Inc. participates. This Benefit Guide is a summary of benefits provided to You. All terms and conditions stated herein are governed by the Insurance Policy.

In case of a conflict between the Benefit Guide and Insurance Policy, the Insurance Policy shall control.

Who is American Express Travel Related Services Company, Inc.?

It is a wholly owned subsidiary of **American Express** who is responsible for offering Purchase Protection benefits to eligible **Card Members**.

C. **Cancellation/Benefit End Date**

1. We may cancel these benefits at any time by providing notice to You; or
2. Benefits will end automatically on the earliest of the following:
 - a. the date when the **Eligible Card** is cancelled or terminated; and/or
 - b. the date when You are no longer a **Card Member**.

Are benefits still eligible when the Card Account is no longer active?

Yes, if the **Eligible Payment** is made for a **Covered Purchase** prior to the effective date of the benefit cancellation.

D. **Criminal Activity/Fraud**

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

E. **Effective Date**

Effective January 1, 2020, this Benefit Guide replaces any Purchase Protection benefit document You may have received previously for Your Additional Card Benefits. We reserve the right to change the benefits and terms of these benefits at any time.

F. **Other Insurance or Agreement**

Purchase Protection is intended to **Pay** only for amounts not covered by any other insurance or agreement including reimbursement by a retailer, wholesaler or manufacturer. We will, however, **Pay** applicable deductible(s) of other available coverage where doing so does not result in an over-payment of the overall **Claim**.

Additional Terms (Continued)

Does this mean it is secondary coverage?

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

G. Trade and Economic Sanctions

No insurance benefits apply if providing insurance, including **Payment of Claims**, violates law or regulation, including trade or economic sanctions.

Additional Definitions

Cooperate means the **Card Member** and the **Eligible Beneficiary** (or someone acting on the behalf of the **Card Member** or **Eligible Beneficiary**) helping Us determine whether the **Card Member** has a **Covered Event**, and how much We **Pay**. This includes things like the **Card Member** submitting a **Claim** to Us on time, giving Us the details of what happened, providing **Proof of Loss**, recorded statement, or permission to obtain documents from third parties, reporting to an appropriate law enforcement agency as soon as reasonably possible, and generally doing whatever is reasonably necessary for Us to honor Our commitment to an **Eligible Beneficiary**, including recoveries from third parties.

Loyalty Program means the award of points or other measures redeemable for benefits offered by the **Loyalty Program**, such as reward points earned for using a product or service.

Motorized Devices means machines with a motor or engine or other power source used for agriculture, construction, demolition, landscaping, recreational or transportation purposes. This includes such machines as aircraft, chain saws, generators, golf carts, heaters, motor boats, motor vehicles, motorcycles, refrigerators, scooters and snowmobiles or other items that can be towed by or attached to any **Motorized Device**, including trailers.

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

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

Natural Disaster means hurricanes, floods, tornados, earthquakes or any other event in the course of nature that occurs at the same time or in separate instances that have been declared a **Natural Disaster** by local authorities or governments.

Replacement Cost means the lesser of the cost (including applicable sales tax) to repair with new material or replace with property of like kind and quality or reimbursement of the **Eligible Payment**.

New York Residents

**PURCHASE PROTECTION
DESCRIPTION OF COVERAGE**

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

Purchase Protection provides coverage for Your purchases for ninety (90) days from the date of purchase when You charge any portion of the cost of the purchased item to Your Account. You will be reimbursed only for the amount charged to Your Account. The coverage provided under this Plan is secondary coverage to any other valid and collectible insurance or other sources of indemnity.

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I. DEFINITIONS

Certain words used in this Description of Coverage are capitalized throughout and have special meanings. Wherever used herein, the singular shall include the plural, the plural shall include the singular, as the context requires.

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

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

Covered Incident means the theft of, or damage, whether by accident or vandalism, to any one item of property purchased worldwide as a gift or for personal or business use and charged to Your Account.

Company means AMEX Assurance Company.

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

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

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

Natural Disaster means hurricanes, floods, tornados, earthquakes or any other event in the course of nature that occurs at the same time or in separate instances that have been declared a natural disaster by local authorities or governments.

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

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

Plan means the Policy and the benefits described therein.

Policy means the Group Insurance Master Policy (AX0951) issued by the Company to American Express Travel Related Services Company, Inc.

We, Us, and Our means the Company.

You and Your means the Card Member.

II. DESCRIPTION OF BENEFITS

What is Covered

The Plan will pay a benefit for an item up to \$1,000 for any one Covered Incident and up to \$50,000 for all Covered Incidents per Card Member Account during a calendar year for:

1. The lesser of:
 - a. the cost to repair the item;
 - b. the cost to replace the item; or
 - c. reimbursement for the item.
2. A Covered Incident related to Natural Disaster will have a maximum per occurrence limit of \$500 for any one Covered Incident.

For Accounts eligible and enrolled in the Membership Rewards Points and/or Pay with Points program(s), an item is eligible for coverage under this Plan if it was purchased through the redemption of Membership Rewards Points and/or Pay with Points. Our benefit payment will not exceed the amount of the Membership Reward Points and/or Pay with Points You redeemed to purchase the item. Benefits will not be paid when redemption of Membership Rewards Points and/or Pay with Points have been transferred to a non-eligible card account or non-Card Members.

Our benefit payment will not include payment of expenses or fees related to shipping and handling, installation, assembly, professional advice, maintenance or other service charges or any product rebates, discounts or money received from lowest price comparison programs that reduced the original cost of the item. Our benefit payment will not exceed the amount charged to Your Account (including applicable sales tax). Repair must be performed by an authorized repair facility or other professional repair facility, as outlined in the manufacturer's warranty.

Length of Coverage

Purchase Protection provides benefits, for ninety (90) days from the date of purchase, if a Covered Incident occurs with respect to the item You purchased and charged to Your Account.

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

III. EXCLUSIONS

General Exclusions

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

1. war or acts of war (whether declared or undeclared), participation in a felony, riot, civil disturbance, protest or insurrections, service in the armed forces or units auxiliary to it;
2. any activity directly related to and occurring while in the service of any armed military force of any nation state recognized by the United Nations;
3. violation of a criminal law, offense or infraction;
4. fraud or abuse or illegal activity of any kind by the Card Member;
5. confiscation by any governmental authority, public authority, or customs official;
6. damage or theft while under the care and control of any third party in whose possession the item purchased by a Card Member has been temporarily placed;
7. item not being reasonably safeguarded;
8. theft from baggage not carried by hand and under Your personal supervision or under the supervision of a traveling companion known by You;
9. damage through alteration (including but not limited to cutting, sawing and shaping);
10. normal wear and tear of any kind, inherent product defect or manufacturer's defects or damage to an item purchased for play and while the item was being used for its intended purposes (including but not limited to sports equipment, items used for or during recreation, and motorized remote control items);
11. damage or theft while under the care and control of a common carrier (including but not limited to transportation services, postal services, delivery services for hire);
12. leaving the purchased item at an unoccupied (i.e., absence of people from premises that is not a liveable or useable space) construction site;
13. fraudulent, dishonest, or criminal acts or omissions, committed by your partners, members, officers, managers, employees (including leased or temporary employees), directors, trustees, or authorized representatives; or
14. purchases that are lost and/or irretrievable (i.e. item is neither stolen nor damaged), misplaced, or Mysteriously Disappeared.

Purchases Not Covered

The following purchases are not covered:

1. consumable or perishable items with extended or limited life spans (including, but not limited to: food, perfume, light bulbs, batteries);
2. stolen or damaged items consisting of articles in a pair or set. Coverage will be limited to no more than the value of any particular part or parts, unless the articles are unusable individually and cannot be replaced individually, regardless of any special value they may have had as part of a set or collection;
3. travelers checks, tickets of any kind, negotiable instruments (including but not limited to gift certificates, gift cards and gift checks), cash or its equivalent, rare stamps or coins;
4. animals or living plants;
5. one-of-a-kind, antique or previously owned and used items. Items refurbished by the manufacturer are not considered previously owned or used;
6. motorized vehicles, scooters, golf carts, watercraft, aircraft, motorcycles or their motors, equipment, parts or accessories, or trailers and other items that can be towed by or attached to any motorized vehicle;
7. items rented, leased or borrowed for which You will be held responsible;
8. permanent household fixtures unless they can be removed without causing damage to the structure;
9. items purchased for use as inventory, resale, professional, or commercial use (including but not limited to professional education, training or skills, or to be used in professional competition);
10. business fixtures, including, but not limited to, air conditioners, refrigerators, heaters and/or any item that cannot be removed without causing damage to the structure; and
11. hospital, medical and dental equipment and devices (including but not limited to blood pressure device/equipment, blood glucose monitoring devices, and dental retainers).

IV. CLAIMS PROCESS

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

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

V. GENERAL PROVISIONS

Change of Permanent Residence

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

Clerical Error

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

Conformity with State and Federal Law

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

Entire Contract; Representation; Change

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

Fraud

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

No coverage is provided if You, whether before or after a Covered Incident, have:

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

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

Legal Actions

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

If a time limit of this Plan is less than allowed by the laws of the state where You live, the limit is extended to meet the minimum time allowed by such law.

Right of Recovery

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

Coverage will become inactive:

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 You terminate Your Account and are no longer a Card Member;
3. The date Your Account is cancelled by American Express; or
4. The date the Plan is not available in the location where You maintain a Permanent Residence.

Termination of coverage will not prejudice any Notice of Claim submitted prior to termination, subject to all other terms of the Plan.

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

The Company has the right to cancel this Description of Coverage at any time by sending written notice at least sixty (60) days in advance to You at Your last known address for one of the following reasons:

1. Conviction of the insured of a crime arising out of acts increasing the hazard insured against;
2. Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;
3. Discovery of an act or omission; or a violation of any condition of the policy, which occurred after the first effective date of the current policy and substantially and materially increases the hazard insured against;
4. A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
5. A determination by the Commissioner that continuation of the insurer's present volume of premiums would jeopardize the insurer's solvency or be hazardous to the interests of policyholders of the insurer, its creditors or the public;
6. A determination by the Commissioner that the continuation of the policy would violate, or place the insurer in violation of, any provision of the Code.

The notice will include the reason for cancellation. You will be eligible to receive benefits if the item purchased is made on Your Account and you have fully activated coverage in accordance with this Description of Coverage prior to the effective date of the Company's cancellation.

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

EWPP-END1-NV 09/17

Applicable to Residents of Oklahoma

1. The following is added to the first page:

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

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

The benefits described herein are subject to all of the terms, conditions, and exclusions of the Description of Coverage issued to Card Members whose Permanent Residence is Oklahoma. This Description of Coverage replaces any prior Description of Coverage which may have been furnished in connection with the Policy. For any questions regarding the benefits described in this Description of Coverage, please call 1-800-322-1277 or International Collect 1-303-273-6498, the number listed on the back of Your card, or the number shown on Your card statement.

EWPP-END1-OK 09/17

Applicable to Residents of South Dakota

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

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss documentation has been received by Us. No such action may be brought after six (6) years from the time written Proof of Loss documentation is required to be given.

If a time limit of this Plan is less than allowed by the laws of the state where You live, the limit is extended to meet the minimum time allowed by such law.

EW/PP-END1-SD 09/17

Applicable to Residents of United States Virgin Islands

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

Policy means the Group Insurance Master Policy (AX0951-VI or AX0953-VI) issued by the Company to American Express Travel Related Services Company, Inc.

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

Payment of Claims

A claim for benefits provided by this Plan will be paid within thirty (30) days upon Our receipt and review of Your complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan.

Any payment made by Us in good faith pursuant to this or any other provision of this Plan will fully discharge Us to the extent of such payment.

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

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

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

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

The Card Member has the right to know and/or request the grounds on which this Description of Coverage is cancelled. To that effect, the Company must provide thirty (30) days written notice, actually delivered or mailed by certified mail, prior to the date cancellation is effective, indicating in such notice the reason for cancellation. You will be eligible to receive benefits if You fully activated coverage in accordance with this Description of Coverage prior to the effective date of the Company's cancellation. If the Company cancels, the Master Policyholder must assist the Company in notifying Card Members of the date their insurance is cancelled.

EWPP-END1-VI 09/17

Applicable to Residents of Utah

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

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

2. The following is hereby added to the **Proof of Loss** provision:

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

EWPP-END1-UT 09/17

Applicable to Residents of Vermont

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

Notice of Claim should be provided to Us within thirty (30) days of the Loss/ Covered Incident or as soon as practicable. You may contact the Company by calling toll-free stateside 1-800-322-1277 or, if from overseas, by calling collect 1-303-273-6498. You may also write to Us at Purchase Protection Claims Unit, PO Box 981553, El Paso TX 79998-9920.

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

A claim for benefits provided by this Plan will be paid within ten (10) days upon Our receipt and review of Your complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan.

Any payment made by Us in good faith pursuant to this or any other provision of this Plan will fully discharge Us to the extent of such payment.

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

EWPP-END1-VT 09/17

Applicable to Residents of West Virginia

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

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

EWPP-END1-WV 09/17

Applicable to Residents of Wyoming

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

A claim for benefits provided by this Plan will be paid within forty-five (45) days upon Our receipt and review of Your complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan.

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

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

FOR WISCONSIN RESIDENTS

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

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

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

You may call the toll-free number at (800) 322-1277.

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

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-322-1277

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

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

1-800-252-3439

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

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

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

1-800-322-1277

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

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

1-800-252-3439

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

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

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

ADJUNTE ESTE AVISO A SU PÓLIZA:

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

PURCHASE PROTECTION DESCRIPTION OF COVERAGE

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

The Group Insurance Master Policy (AX0951) is issued to American Express Travel Related Services Company, Inc., the Policyholder. This Policy is issued in and governed by the laws of Wisconsin. Coverage is provided to You subject to all exclusions and provisions of the Policy.

Purchase Protection provides coverage for Your purchases for one hundred and twenty (120) days (ninety (90) days for New York Residents) from the date of purchase when You charge any portion of the cost of the purchased item to Your Account. You will be reimbursed only for the amount charged to Your Account. The coverage provided under this Plan is secondary coverage to any other valid and collectible insurance or other sources of indemnity.

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I. DEFINITIONS

Certain words used in this Description of Coverage are capitalized throughout and have special meanings. Wherever used herein, the singular shall include the plural, the plural shall include the singular, as the context requires.

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

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

Covered Incident means the theft of, or damage, whether by accident or vandalism, to any one item of property purchased worldwide as a gift or for personal or business use and charged to Your Account.

Company means AMEX Assurance Company.

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

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

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

Natural Disaster means hurricanes, floods, tornados, earthquakes or any other event in the course of nature that occurs at the same time or in separate instances that have been declared a natural disaster by local authorities or governments.

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

Secondary Coverage

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

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

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

Subrogation

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

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

VI. TERMINATION OR CANCELLATION

Coverage will terminate automatically on the earliest of the following:

1. the date You no longer maintain a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands;
2. the date We notify You of our determination that Your enrollment or claims information contains an intentional misrepresentation or intentional fraudulent statement or intentionally fails to disclose material information;
3. the date You terminate Your Account and are no longer a Card Member;
4. the date Your Account is cancelled by American Express; or
5. the date the Plan is not available in the location where You maintain a Permanent Residence.

The Company has the right to cancel this Description of Coverage at any time by sending a written notice at least sixty (60) days in advance to You at Your last known address. The notice will include the reason for cancellation. You will be eligible to receive benefits if the item purchased is made on Your Account prior to the effective date of the Company's cancellation.

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

VII. IMPORTANT ADDITIONAL INFORMATION FOR YOU

The benefits described herein are subject to all of the terms, conditions, and exclusions of the Description of Coverage issued to Card Members whose Permanent Residence is Washington. This Description of Coverage replaces any prior Description of Coverage which may have been furnished in connection with the Policy. For any questions regarding the benefits described in this Description of Coverage, please call 1-800-322-1277 or International Collect 1-303-273-6498, the number listed on the back of Your card, or the number shown on Your card statement.

This Description of Coverage is an important document. Please read it and keep it in a safe place.

IN WITNESS WHEREOF, We have caused this Description of Coverage to be signed by Our officers:



Jonathan T. Moore
President
AMEX Assurance Company



Mark W. Musser
Secretary
AMEX Assurance Company