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.

We will decide whether to do one of the following: 1) have the product repaired; 2) have the product replaced; or 3) reimburse You up to the amount of the item purchased on Your Account.

Notice of Claim
Notice of Claim should be provided to Us within thirty (30) days of the Covered Incident. 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.

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

Proof of Loss
If required, a claim form will be sent to You after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within sixty (60) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Purchase Protection Claims Unit, PO Box 981553, El Paso TX 79998-9920. If the required proof of loss and other documentation is not received within sixty (60) days of the Our request (except for documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is the Your responsibility to provide all required documentation.

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

1. a Purchase Protection claim form;
2. the original itemized store receipt with applicable sales tax included;
3. the insurance declaration forms for Your other sources of primary insurance policies or indemnity (e.g., homeowner's or renter's insurance policies);
4. a photograph of and/or repair estimate for the damaged item by an authorized repair facility or other professional repair facility as outlined in the manufacturerôs warranty; and
5. for theft and vandalism claims, a report regarding the stolen or vandalized item that has been filed with the appropriate authority. <u>You must file such report before You call to file a claim under Purchase Protection.</u>

You may be required to send in the damaged item to Us at Our expense for further evaluation of Your claim. If requested, You must send in the damaged item within sixty (60) days from the date of Our request to remain eligible for coverage.

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 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 Covered Incident. Once the remaining balance has been paid or fulfilled by You, We will pay the remaining balance to You.

V. GENERAL PROVISIONS

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

Change of Permanent Residence
You must notify Us as soon as reasonably possible if You change Your Permanent 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 Policy and any applications, endorsements or riders make up the entire contract. Any statement You make is a representation and not a warranty. This Policy may be changed at any time by written agreement by the Company. Changes shall take effect as of the date a replacement Policy is issued or the date otherwise communicated by the Company.

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

No coverage is provided 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.

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

The Company has the right to cancel this Policy or any endorsement or rider at any time by sending a written notice at least sixty (60) days in advance to You at Your last known address. The notice will include the reason for cancellation. You will be eligible to receive benefits if You fully activated coverage in accordance with this Policy prior to the effective date of the Companyôs 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 Policy. This Policy replaces any prior Policy which may have been issued to You. For any questions regarding the benefits described in this Policy, please call 1-800-322-1277 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 Policy is an important document. Please read it and keep it in a safe place.

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

Jonathan T. Moore
President
AMEX Assurance Company

Mark W. Musser
Secretary
AMEX Assurance Company

AMENDATORY ENDORSEMENT

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

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

Applicable to Residents of Texas

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

   If required, a claim form will be sent to You after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within ninety (90) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: AMEX Assurance Company Claims Unit, PO Box 981553, El Paso TX 79998-9920. If the required proof of loss and other documentation is not received within ninety (90) days of Our request (except for documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is the Your responsibility to provide all required documentation.

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

   Within 15 days after our receipt of proof of loss documentation and all information requested, We will provide You notification in writing as to whether:
   a. the claim or part of the claim will be paid; or
   b. the claim or part of the claim has been denied, and inform You :
      i. of the reasons for denial;
      ii. more information is necessary; or
      iii. We need additional time to reach a decision. If additional time is needed, We will inform You of the reasons for such need.

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

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

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

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

   Coverage cannot be forfeited unless the material misrepresentation was shown at trial that the matter misrepresented:
   a. was material to the risk; or
   b. contributed to the contingency or event on which the Policy became due and payable.

п¢ The **Legal Actions** provision is replaced by the following:

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

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

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

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

Jonathan T. Moore
President
AMEX Assurance Company

Mark W. Musser
Secretary
AMEX Assurance Company

EWPP-TX-END1 09/17

IMPORTANT NOTICE	AVISO IMPORTANTE
To obtain information or make a complaint: You may call AMEX Assurance Companyôs 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.	Para obtener informaci· n o para presentar una queja: Usted puede llamar al n¼mero de tel®fono gratuito de AMEX Assurance Companyôs para obtener informaci· n o para presentar una queja al: **1-800-322-1277** Usted tambi®n 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 informaci· n sobre compa¶²as, 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 reclamaci· n, usted debe comunicarse con la compa¶²a primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas. **ADJUNTE ESTE AVISO A SU Pč LIZA:** Este aviso es solamente para prop· sitos informativos y no se convierte en parte o en condici· n del documento adjunto.

PURCHASE PROTECTION

DESCRIPTION OF COVERAGE
Tokio Marine Pacific Insurance Limited

Purchase Protection provides coverage for Your purchases for ninety (90) days from the date of purchase when You charge any portion of the price of the purchased item to Your Account. You will be reimbursed only for the amount charged to Your Account. (See Description of Benefits section.)

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.

Cardmember means a person or Sponsoring Organization who has been issued a United States of America based proprietary American Express Card, which is Current and in Good Standing, and who has a Permanent Residence in Guam or the Commonwealth of the Northern Marianas.

Covered Incident means the loss or (loss is only coverable for Platinum and Centurion Cardmembers) 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 Tokio Marine Pacific Limited, and its duly authorized Insurance agents.

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

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

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

Plan means the Policy and the benefits described therein.

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

Policy means the Group Insurance Master Policy CRCB000000110.

We, Us, Our means the Company.

You, Your means the Cardmember.

DESCRIPTION OF BENEFITS

We will pay You the expense charged to Your Account up to $1,000 for all Cards except Platinum and Centurion and $10,000 for Platinum and Centurion Cardmembers only for any one Covered Incident and up to $50,000 for all Covered Incidents during a calendar year. Purchase Protection provides benefits, for ninety days from the date of purchase, if a Covered Incident occurs with respect to property You purchased and charged to Your Account. Our benefit payment will not include shipping and handling expenses or 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 property.

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

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

EXCLUSIONS

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

1. war or any act of war, whether declared or undeclared;
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. participation in a riot, civil disturbance, protest or insurrection;
4. violation of a criminal law, offense or infraction;
5. natural disasters, including, but not limited to, hurricanes, floods, tornados, earthquakes or any other event in the course of nature, that occurs at the same time or in separate instances;

6. fraud or abuse or illegal activity of any kind by the Cardmember;
7. confiscation by any governmental authority, public authority, or customs official;
8. negligent failure of a duty to care by any third party in whose possession the property purchased by a Cardmember has been temporarily placed;
9. not being reasonably safeguarded by You;
10. theft from baggage not carried by hand and under Your personal supervision or under the supervision of a traveling companion known by You;
11. damage through alteration (including, but not limited to, cutting, sawing and shaping);
12. normal wear and tear, inherent product defect or manufacturer's defects or normal course of play;
13. damage or theft while under the care and control of a common carrier;
14. food spoilage;
15. leaving property at an unoccupied construction site;
16. items stolen from motor vehicles (this exclusion only applies for Open Cardmembers, this exclusion is removed for Consumer Cardmembers); or
17. purchases lost or misplaced (lost is only coverable for Platinum and Centurion Cardmembers, this exclusion is removed for Platinum and Centurion Cardmembers).

PURCHASES NOT COVERED

The following purchases are not covered:

1. travelers checks, tickets of any kind, negotiable instruments (including, but not limited to, gift certificates, gift cards and gift checks), cash or its equivalent;
2. animals or living plants;
3. rare stamps or coins;
4. consumable or perishable items with limited life spans (including, but not limited to, perfume, light bulbs, batteries);
5. antique or previously owned items;
6. motorized vehicles and watercraft, aircraft, and motorcycles or their motors, equipment, parts or accessories;
7. lost (lost is only coverable for Platinum and Centurion Cardmembers), stolen or damaged property 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;
8. items purchased for resale, professional, or commercial use (this only applies for Consumer Cardmembers, this is removed for OPEN Cardmembers);
9. permanent household and/or business fixtures, including, but not limited to, carpeting, flooring and/or tile (this only applies for Consumer Cardmembers, this is removed for OPEN Cardmembers);
10. business fixtures, including, but not limited to, air conditioners, refrigerators, heaters (this only applies for Consumer Cardmembers, this is removed for OPEN Cardmembers);
11. hospital, medical and dental equipment and devices (this only applies for Consumer Cardmembers, this is removed for OPEN Cardmembers).

CLAIMS PROVISIONS

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

To insure prompt processing of Your claim, report any theft or damage immediately following the date of the Covered Incident, including for gifts purchased with the Card. Retain Your receipts and Your damaged property (if applicable) until the claim process is complete.

Notice of Claim

Notice of Claim should be provided to Us within thirty (30) days of the loss. You may contact Us 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, PO Box 981553, El Paso TX 79998-9920.

Failure to provide Notice of Claim within thirty days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if it can be shown that it was provided as soon as reasonably possible. At the time You provide Us with Notice of Claim, We will assist You with Your Proof of Loss by providing You with instructions and/or documents, which You may have to complete and return to Us. You are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process Your claim and determine if benefits are payable.

Proof of Loss

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

Your Notice of Claim. We reserve the right to request all the information We deem necessary to determine that Your claim is payable, and We will not consider that We have received complete Proof of Loss until the information We have requested is received.

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

1. a Purchase Protection Claim Form;
2. the original itemized store receipt;
3. the insurance declaration forms for Your other sources of insurance or indemnity (e.g., homeowner's or renter's insurance);
4. a photograph of and/or repair estimate for the damaged property; and
5. for theft and vandalism claims, a report regarding the stolen or vandalized property must be filed with the appropriate authority before You call to file a claim under Purchase Protection.

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

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

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

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

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

If other insurance is available to You which provides the same or similar coverage as that provided by this Plan, this Plan becomes excess and We will pay only that portion of the Covered Incident benefit which is not reimbursed by other insurance up to Our limits, as provided under the Description of Benefits section.

GENERAL PROVISIONS

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

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

Entire Contract; Representation; Change This Description of Coverage, the Policy and any applications, endorsements or riders make up the entire contract. Any statement You make is a representation and not awarranty.This Description of Coverage may be changed at any time by written agreement between the Master Policyholder and the Company. Only the President, Vice-President or Secretary of Tokio Marine Pacific Insurance Limited may change or waive the provisions of the Description of Coverage. No agent or other person may change the Description of Coverage or waive any of its terms. This Description of Coverage may be changed at any time by providing notice to You. A copy of the Policy will be maintained and kept by the Master Policyholder and may be examined at any time.

Excess Coverage
If any loss under this Policy is insured under any other valid and collectible policy, then this Policy shall cover such loss, subject to its exclusions, conditions, provisions and other terms herein, only to the extent that the amount of such loss is in excess of the amount of such other insurance which is payable or paid.

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

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

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

Legal Actions
No legal action may be brought to recover against this

Plan until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after three (3) year 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 place where You live, the limit is extended to meet the minimum time allowed by such law.

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

Subrogation
In the event of any payment under this Policy, 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.

Termination or Cancellation
Coverage will cease on the earliest of the following:

1. The date You no longer maintain a Permanent Residence in Guam or the Commonwealth of the Northern Marianas;
2. the date We determine that You or someone on Your behalf intentionally misrepresented or fraud occurred;
3. the date the Policy is cancelled;
4. the date You are no longer a Cardmember;
5. the date Your Account ceases to remain Current and in Good Standing; or
6. the date the Plan is not available in the location where You maintain a Permanent Residence.

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

The Company has the right to cancel the Policy at any time by sending a written notice at least forty five (45) days in advance to You at Your last known address. The notice will include the reason for cancellation.

IMPORTANT ADDITIONAL INFORMATION FOR YOU
For those eligible and enrolled in the Membership RewardsÈ program, benefits are also paid when the purchased property is received through the redemption of a Membership Rewards redemption certificate. Payment or credit will not exceed the original assigned value of the property received through redemption of a Membership Rewards redemption certificate up to the stated limits, excluding shipping and handling expenses. Benefits will not be paid when a Membership Rewards redemption certificate has been transferred to a non-eligible Cardmember or non-Cardmembers.

This Description of Coverage replaces any other Description of Coverage that You may have previously received for Purchase Protection.

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

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

Masaaki Morimoto
President

Kenyu Okuda
Chief Operating Officer

Autorized Representative
at Hagatna, Guam

PURCHASE PROTECTION INSURANCE POLICY

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

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 Insurance Policy are capitalized throughout and have special meanings. Wherever used herein, the singular shall include the plural, the plural shall include the singular, as the context requires.

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

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

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 loss or 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.

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

Membership RewardsÈ 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.

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 individualôs 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.

Policyholder means Card Member.

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 $10,000 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 manufacturerôs 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; or
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.

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. lost, 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; and
9. items purchased for use as inventory.

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.

To insure prompt processing of Your claim, report any loss, theft or damage immediately following the date of the Covered Incident, including for gifts purchased on Your Account. Retain Your receipts and Your damaged item (if applicable) until the claim process is complete.

We will decide whether to do one of the following: 1) have the product repaired; 2) have the product replaced; or 3) reimburse You up to the amount of the item purchased on Your Account.

Notice of Claim

Notice of Claim should be provided to Us within thirty (30) days of the Covered Incident. 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.

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

Proof of Loss

If required, a claim form will be sent to You after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within sixty (60) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Purchase Protection Claims Unit, PO Box 981553, El Paso TX 79998-9920. If the required proof of loss and other documentation is not received within sixty (60) days of the Our request (except for documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is the Your responsibility to provide all required documentation.

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

1. a Purchase Protection claim form;
2. the original itemized store receipt with applicable sales tax included;
3. the insurance declaration forms for Your other sources of primary insurance policies or indemnity (e.g., homeowner's or renter's insurance policies);
4. a photograph of and/or repair estimate for the damaged item by an authorized repair facility or other professional repair facility as outlined in the manufacturerôs warranty; and
5. for theft and vandalism claims, a report regarding the stolen or vandalized item that has been filed with the appropriate authority. <u>You must file such report before You call to file a claim under Purchase Protection.</u>

You may be required to send in the damaged item to Us at Our expense for further evaluation of Your claim. If requested, You must send in the damaged item within sixty (60) days from the date of Our request to remain eligible for coverage.

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 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 Covered Incident. Once the remaining balance has been paid or fulfilled by You, We will pay the remaining balance to You.

V. <u>GENERAL PROVISIONS</u>

Assignment

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

Change of Permanent Residence
You must notify Us as soon as reasonably possible if You change Your Permanent 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 Policy and any applications, endorsements or riders make up the entire contract. Any statement You or the Authorized Driver make is a representation and not a warranty. This Policy may be changed at any time by written agreement by the Company. Changes shall take effect as of the date a replacement Policy is issued or the date otherwise communicated by the Company.

Fraud
If any request for benefits made under the Plan is determined to be fraudulent, or if any fraudulent means or devices are used by You or 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.

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

The Company has the right to cancel this Policy or any endorsement or rider at any time by sending a written notice at least sixty (60) days in advance to You at Your last known address. The notice will include the reason for cancellation. You will be eligible to receive benefits if You fully activated coverage in accordance with this Policy prior to the effective date of the Companyôs 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 Policy. This Policy replaces any prior Policy which may have been issued to You. For any questions regarding the benefits described in this Policy, please call 1-800-322-1277 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 Policy is an important document. Please read it and keep it in a safe place.

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

Jonathan T. Moore
President
AMEX Assurance Company

Mark W. Musser
Secretary
AMEX Assurance Company

Other State Notices

FOR INDIANA RESIDENTS

Questions regarding your policy or coverage should be directed to:

AMEX Assurance Company
(800) 322-1277

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

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

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

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

PURCHASE PROTECTION INSURANCE POLICY

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

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 Insurance Policy are capitalized throughout and have special meanings. Wherever used herein, the singular shall include the plural, the plural shall include the singular, as the context requires.

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

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

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 loss or 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.

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

Membership RewardsÈ 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.

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 individualôs 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.

Policyholder means Card Member.

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 $10,000 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 manufacturerôs warranty.

Length of Coverage

Purchase Protection provides benefits, for one hundred and twenty (120) days (ninety (90) days for New York Residents) 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 manufacturerôs 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; or
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.

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. lost, 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; and
9. items purchased for use as inventory.

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.

To insure prompt processing of Your claim, report any loss, theft or damage immediately following the date of the Covered Incident, including for gifts purchased on Your Account. Retain Your receipts and Your damaged item (if applicable) until the claim process is complete.

We will decide whether to do one of the following: 1) have the product repaired; 2) have the product replaced; or 3) reimburse You up to the amount of the item purchased on Your Account.

Notice of Claim
Notice of Claim should be provided to Us within thirty (30) days of the Covered Incident. 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.

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

Proof of Loss
If required, a claim form will be sent to You after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within ninety (90) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Purchase Protection Claims Unit, PO Box 981553, El Paso TX 79998-9920. If the required proof of loss and other documentation is not received within ninety (90) days of the Our request (except for documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is the Your responsibility to provide all required documentation.

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

1. a Purchase Protection claim form;
2. the original itemized store receipt with applicable sales tax included;
3. the insurance declaration forms for Your other sources of primary insurance policies or indemnity (e.g., homeowner's or renter's insurance policies);
4. a photograph of and/or repair estimate for the damaged item by an authorized repair facility or other professional repair facility as outlined in the manufacturerôs warranty; and
5. for theft and vandalism claims, a report regarding the stolen or vandalized item that has been filed with the appropriate authority. <u>You must file such report before You call to file a claim under Purchase Protection.</u>

You may be required to send in the damaged item to Us at Our expense for further evaluation of Your claim. If requested, You must send in the damaged item within sixty (60) days from the date of Our request to remain eligible for coverage.

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 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 Covered Incident. Once the remaining balance has been paid or fulfilled by You, We will pay the remaining balance to You.

V. <u>GENERAL PROVISIONS</u>

Assignment

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

Change of Permanent Residence
You must notify Us as soon as reasonably possible if You change Your Permanent 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 Policy and any applications, endorsements or riders make up the entire contract. Any statement You make is a representation and not a warranty. This Policy may be changed at any time by written agreement by the Company. Changes shall take effect as of the date a replacement Policy is issued or the date otherwise communicated by the Company.

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

No coverage is provided 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.

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

The Company has the right to cancel this Policy or any endorsement or rider at any time by sending a written notice at least sixty (60) days in advance to You at Your last known address. The notice will include the reason for cancellation. You will be eligible to receive benefits if You fully activated coverage in accordance with this Policy prior to the effective date of the Company's cancellation.

Termination or cancellation of coverage will not prejudice any 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 Policy. This Policy replaces any prior Policy which may have been issued to You. For any questions regarding the benefits described in this Policy, please call 1-800-322-1277 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 Policy is an important document. Please read it and keep it in a safe place.

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

Jonathan T. Moore President AMEX Assurance Company	Mark W. Musser Secretary AMEX Assurance Company

PURCHASE PROTECTION
DESCRIPTION OF COVERAGE

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

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, or the District of Columbia, Puerto Rico or the U.S. Virgin Islands.

Covered Incident means the loss or 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.

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 (PP-MP 09/17) 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 $10,000 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; or
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.

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. lost, 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; and
9. items purchased for use as inventory.

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.

To insure prompt processing of Your claim, report any loss, theft or damage immediately following the date of the Covered Incident, including for gifts purchased on Your Account. Retain Your receipts and Your damaged item (if applicable) until the claim process is complete.

We will decide whether to do one of the following: 1) have the product repaired; 2) have the product replaced; or 3) reimburse You up to the amount of the item purchased on Your Account.

Notice of Claim

Notice of Claim should be provided to Us within thirty (30) days of the Covered Incident. 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.

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

Proof of Loss
If required, a claim form will be sent to You after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within sixty (60) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Purchase Protection Claims Unit, PO Box 981553, El Paso TX 79998-9920. If the required proof of loss and other documentation is not received within sixty (60) days of the Our request (except for documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is the Your responsibility to provide all required documentation.

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

1. a Purchase Protection claim form;
2. the original itemized store receipt with applicable sales tax included;
3. the insurance declaration forms for Your other sources of primary insurance policies or indemnity (e.g., homeowner's or renter's insurance policies);
4. a photograph of and/or repair estimate for the damaged item by an authorized repair facility or other professional repair facility as outlined in the manufacturer's warranty; and
5. for theft and vandalism claims, a report regarding the stolen or vandalized item that has been filed with the appropriate authority. <u>You must file such report before You call to file a claim under Purchase Protection.</u>

You may be required to send in the damaged item to Us at Our expense for further evaluation of Your claim. If requested, You must send in the damaged item within sixty (60) days from the date of Our request to remain eligible for coverage.

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 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 Covered Incident. Once the remaining balance has been paid or fulfilled by You, We will pay the remaining balance to You.

V. <u>GENERAL PROVISIONS</u>

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 upon approval by the Department of Insurance. 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.

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

The Company has the right to cancel this Description of Coverage 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 Policy. This Description of Coverage replaces any prior Description of Coverage which may have been furnished in connection with the Policy. For any questions regarding the benefits described in this Description of Coverage, please call 1-800-322-1277 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

AMENDATORY ENDORSEMENT

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

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

Applicable to Residents of Puerto Rico

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

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

2. 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; or
   b. a Company decision to stop underwriting this kind of insurance.

   The Card Member has the right to know and/or request the grounds on which this Description of Coverage is cancelled. To that effect, the Company must provide sixty (60) days written notice, actually delivered or mailed by certified mail, prior to the date cancellation is effective, indicating in such notice the reason for cancellation. You will be eligible to receive benefits if You fully activated coverage in accordance with this Description of Coverage prior to the effective date of the Company's cancellation. If the Company cancels, the Master Policyholder must assist the Company in notifying Card Members of the date their insurance is cancelled.

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

Jonathan T. Moore
President
AMEX Assurance Company

Mark W. Musser
Secretary
AMEX Assurance Company

EWPP-END1-PR 09/17

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 loss or 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.

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 $10,000 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 one hundred and twenty (120) days (ninety (90) days for New York Residents) 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 wholly caused by:

1. war or acts of war (whether declared or undeclared), participation in a felony, riot, civil disturbance, protest or insurrections, service in the armed forces or units auxiliary to it;
2. any 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; or
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;

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. lost, 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; and
9. items purchased for use as inventory.

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.

To insure prompt processing of Your claim, report any loss, theft or damage immediately following the date of the Covered Incident, including for gifts purchased on Your Account. Retain Your receipts and Your damaged item (if applicable) until the claim process is complete.

We will decide whether to do one of the following: 1) have the product repaired; 2) have the product replaced; or 3) reimburse You up to the amount of the item purchased on Your Account.

Notice of Claim
Notice of Claim should be provided to Us within thirty (30) days of the Covered Incident. 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.

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

Proof of Loss
If required, a claim form will be sent to You after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within sixty (60) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Purchase Protection Claims Unit, PO Box 981553, El Paso TX 79998-9920. If the required proof of loss and other documentation is not received within sixty (60) days of the Our request (except for documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is the Your responsibility to provide all required documentation.

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

1. a Purchase Protection claim form;
2. the original itemized store receipt with applicable sales tax included;
3. the insurance declaration forms for Your other sources of primary insurance policies or indemnity (e.g., homeowner's or renter's insurance policies);
4. a photograph of and/or repair estimate for the damaged item by an authorized repair facility or other professional repair facility as outlined in the manufacturer's warranty; and
5. for theft and vandalism claims, a report regarding the stolen or vandalized item that has been filed with the appropriate authority. <u>You must file such report before You call to file a claim under Purchase Protection.</u>

You may be required to send in the damaged item to Us at Our expense for further evaluation of Your claim. If requested, You must send in the damaged item within sixty (60) days from the date of Our request to remain eligible for coverage.

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 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 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 and any 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. intentionally 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, 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, or the District of Columbia, or 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