

# Travel Accident Insurance Plan Documents

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## TRAVEL ACCIDENT INSURANCE DESCRIPTION OF COVERAGE

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

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**This is an accident-only Description of Coverage and it does not pay benefits for loss from sickness. Review the Description of Coverage carefully.**

### I. DEFINITIONS

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

**Accident** means a sudden, unexpected, or unintended event that occurs at a single, identifiable time and place, which causes Injury and shall include exposure resulting from a mishap on a Common Carrier in which the Covered Person is traveling.

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

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

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

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

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

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

**Commuting** means travel between a Covered Person's Permanent or Temporary Residence and the Covered Person's routine place of daily employment.

**Company** means AMEX Assurance Company.

**Covered Person** means the Basic Card Member, each Additional Card Member, and each of these Card Member's spouses or Domestic Partners and dependent children under 23 years of age. All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands. All other persons are not Covered Persons under the Plan.

**Covered Trip** means a trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket or verification issued by the Common Carrier, provided the Covered Person's Entire Fare for such trip on the Common Carrier involved in the loss has been charged to a Basic or Additional Card Member's eligible Account prior to any Injury.

**Domestic Partner** means a person who either,

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

**Entire Fare** means the full fare cost for a Covered Trip on a Common Carrier charged to an American Express Card Account and or in combination with American Express Membership Rewards® Points or American Express Pay with Points programs. Entire Fare does not include fares on a Common Carrier defrayed in full or in part with Common Carrier Frequent Flyer Miles points or coupon/vouchers.

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

**Injury** means bodily injury which:

1. is caused by an Accident which occurs while the Covered Person's insurance is in force under the Plan;
2. results in loss insured by the Plan; and
3. creates a loss due, directly or independently of all other causes, to such accidental bodily injury.

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

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

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

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

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

**Policy** means the Group Insurance Master Policy (AX0948) issued by the Company to American Express Travel Related Services Company, Inc..

**Temporary Residence** means a dwelling place where the Covered Person intends to reside for a limited time during a Covered Trip, and which is occupied or intended to be occupied by the Covered Person for 45 days or more.

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

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

**II. COVERAGE ACTIVATION**

Coverage is activated for a Covered Person under the Plan while taking a Covered Trip only when the Entire Fare has been charged to an eligible Account. Eligibility for coverage will remain in effect as long as the definition of a Covered Person is met.

**III. DESCRIPTION OF BENEFITS**

**What is Covered**

The Company will pay the applicable benefit amount as determined from the Table of Losses for the benefits listed below if a Covered Person suffers a loss from an Injury while coverage is in force under the Plan, but only if such loss occurs within 100 days after the date of the Accident which caused the Injury. Benefits will be paid for the greatest loss. In no event will the Company pay for more than one loss sustained by the Covered Person as the result of any one Accident.

**Common Carrier Benefit**

This benefit is payable if the Covered Person sustains accidental death or dismemberment as a result of an Accident which occurs while riding solely as a passenger in, or Boarding, or Exiting from, or being struck by a Common Carrier on a Covered Trip.

**Exposure and Disappearance**

If the Covered Person is unavoidably exposed to the elements because of an Accident on a Covered Trip which results in the disappearance, sinking or wrecking of the Common Carrier, and if as a result of such exposure, the Covered Person suffers a loss for which benefits are otherwise payable under the Plan, such loss will be covered under the Plan.

If the Covered Person disappears because of an Accident on a Covered Trip which results in the disappearance, sinking or wrecking of the Common Carrier, and if the Covered Person's body has not been found within 365 days after the date of such Accident, it will be presumed that the Covered Person suffered loss of life as a result of Injury covered by the Plan, subject to there being no evidence to the contrary.

**Benefit Amounts**

The Covered Person will receive a benefit amount of up to \$500,000 of coverage, depending on the type of Account to which the Entire Fare for the Common Carrier was charged for the Covered Trip.

<u>Table of Losses</u>	
Loss of life.....	100%
<b><u>Dismemberment</u></b>	
Loss of both hands or both feet .....	100%
Loss of one hand and one foot .....	100%
Loss of entire sight of both eyes .....	100%
Loss of entire sight of one eye and one hand or one foot.....	100%
Loss of one hand or one foot.....	50%
Loss of the entire sight of one eye.....	50%

Loss, as used in the Table of Losses chart means:

1. with reference to hand or foot, the complete and permanent severance through or above the wrist or ankle joint; and
2. with reference to eye, the irrecoverable loss of the entire sight of such eye.

#### **IV. MAXIMUM INDEMNITY PER COVERED PERSON**

In no event will multiple American Express Cards obligate the Company to pay for more than one loss sustained by any one individual Covered Person as a result of any one Accident. The Company's obligation under the Plan will be determined according to the highest amount payable under the specific American Express Card Account actually used to charge the Entire Fare of the Common Carrier for the Covered Trip.

If the Covered Person is eligible for coverage under other policies underwritten by AMEX Assurance Company that also provide a benefit for accidental death and/or dismemberment, the maximum sum payable under all applicable policies for an accidental death and/or dismemberment loss is \$3,500,000. This maximum limit applies regardless of whether or not the Covered Person is required to enroll under the policy or is provided coverage as a benefit of Card Membership. This does not preclude the Covered Person from receiving all entitled benefits other than accidental death and/or dismemberment benefits, up to the maximum limit disclosed under other AMEX Assurance Company policies.

#### **V. EXCLUSIONS**

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

1. suicide or self-destruction or any attempt thereat, intentionally self-inflicted Injury, suicide or any attempt thereat;
2. 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;
3. injury to which a contributory cause was the commission of or attempt to commit an illegal act by or on behalf of the Covered Person or his/her beneficiaries;
4. injury received while serving as an operator or crew member of any Common Carrier;
5. injury received while driving, riding as a passenger in, boarding or exiting from a rental or personal vehicle;
6. injury received during or as a result of Commuting;
7. sickness, physical or mental infirmity, pregnancy, or any medical or surgical treatment for such conditions, unless treatment of the condition is required as the direct result of an Injury; or
8. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm; deep vein thrombosis.

#### **VI. CLAIMS PROCESS**

If the Covered Person experiences an Injury for which You or the claimant believe a benefit is payable under this Plan, You or the claimant must provide both Notice of Claim and Proof of Loss.

##### **Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the loss. You or the claimant may contact the Company by calling toll-free stateside 1-800-437-9209 or, if from overseas, by calling collect 1-303-273-6498. You or the claimant may also write to Us at AMEX Assurance Company, PO Box 981553, El Paso, TX 79998-9920.

Failure to provide Notice of Claim within thirty (30) days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if it can be shown that Notice of Claim was provided as soon as reasonably possible. At the time You or the claimant provides Us with Notice of Claim, We will assist with completion of the Proof of Loss by providing instructions and/or documents, which You or the claimant may have to complete and return to Us. You or the claimant are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process Your claim and determine if

benefits are payable. No claim will be denied based upon Your or the claimant's failure to provide notice within such specified time, unless this failure operates to prejudice Our rights.

### **Proof of Loss**

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

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

1. a Travel Accident Insurance claim form;
2. description of both the Accident and the Injury and the extent and type of loss;
3. proof of payment method for the Common Carrier;
4. copies of medical records; and
5. a death certificate.

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

### **Claim Forms**

The claimant will be furnished with forms for filing Proof of Loss after the Company has received proper written notice of claim. If the claimant does not get the forms within 15 days, Proof of Loss can be filed without them. The claimant can send a letter which describes the occurrence, the character and the extent of the loss for which the claim is made.

### **Payment of Claim**

Benefits for loss of life of a Covered Person will be paid to the designated beneficiary. Benefits for all other losses sustained by a Covered Person will be paid to the Covered Person, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and the Covered Person has failed to specify the beneficiaries' respective interests, the designated beneficiaries shall share equally. If no beneficiary has been designated, or if the designated beneficiary does not survive the Covered Person, the benefits will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. spouse or Domestic Partner;
2. children, equally per stirpes; and
3. the estate.

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon any such affidavit shall fully discharge the Company from all obligations under the Plan unless, before such payment is made, the Company has received at its Administrative Office written notice of a valid claim by some other person. Any amount payable to a minor may be paid to the minor's legal guardian.

A claim for benefits provided by this Plan will be paid within thirty (30) days after Our receipt of Your or the claimant's complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan. Benefits are paid on a single lump sum basis. 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.

## **VII. GENERAL PROVISIONS**

### **Beneficiary**

The Basic Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not Additional Card Members. An Additional Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not also the Basic Card Member, the Basic Card Member's spouse or Domestic partner or children, or Additional Card Members.

No one else may designate or change a previously designated beneficiary. For such designation or change to become effective, a written request, on a form satisfactory to the Company, must be filed with the Company. Such designation or change will take effect as of the date it was signed by the Covered Person, provided it has been received by the Company, but any payment of proceeds made by the Company prior to receipt of such designation or change shall fully discharge the Company to the extent of such payment.

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

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

#### **Clerical Error**

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

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

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

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

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

#### **Fraud**

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

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

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

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

#### **Incontestability**

No statement made by a Covered Person can be used in a contest after the Covered Person's insurance has been in force two (2) years during his/her lifetime. No statement the Covered Person makes can be used in a contest unless it is in writing and signed by the Covered Person. This provision shall not preclude the assertion at any time of defenses related to submission of a false or fraudulent claim based upon provisions in the Policy that exclude or restrict coverage.

**Legal Actions**

No legal action may be brought to recover against the Policy 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 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.

**Physical Examination and Autopsy**

The Company has the right, at its expense, to have the Covered Person for whom a request for benefits is pending, examined as often as reasonable. The Company may require an autopsy, at its expense, unless the law forbids it. Covered Person cooperation with issues related to the benefits is required. Failure to cooperate may result in denial of benefits.

**VIII. 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 Basic or Additional Card Member;
4. the date Your Account is cancelled by American Express; or
5. the date the Plan is not available in the location where You maintain a Permanent Residence.

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

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

**IX. 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 1-800-437-9209 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:



Troy E. Glover  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company



## AMENDATORY ENDORSEMENTS

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

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

### Applicable to Residents of Alabama

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

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

TAI-END1-AL 09/17

### Applicable to Residents of Alaska

1. The last paragraph of the **Payment of Claim** provision is replaced by the following:

An undisputed claim for benefits provided by this Plan will be paid within thirty (30) calendar days of receiving Your or the claimant's complete Proof of Loss documentation and upon Our determination that a claim is payable according to the terms of the Plan. If additional information is required, claim payment on an undisputed claim will be made within fifteen (15) calendar days of receipt of such additional information and upon Our determination that a claim is payable according to the terms of the Plan. If payment on an eligible, undisputed claim is not made within the time limits stated, accrued interest at 15% per year will be paid beginning from the first day after the time limit until the claim is paid. Benefits are paid on a single lump sum basis. Any payment made by Us in good faith pursuant to this or any other provision of this Plan will fully discharge Us to the extent of such payment.

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

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

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

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

Coverage will terminate automatically on the earliest of the following:

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

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

cancellation.

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

TAI-END1-AK 09/17

### **Applicable to Residents of Arkansas**

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

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

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

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

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

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss documentation has been received by Us. No such action may be brought after five (5) years from the time written Proof of Loss is required to be given.

TAI-END1-AR 09/17

### **Applicable to Residents of Connecticut**

1. **Exclusion** number two (# 2) is replaced by the following:

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

2. **Exclusion** number three (# 3) is replaced by the following:

3. injury to which a contributory cause was the commission of or attempt to commit a felonious act by or on behalf of the Covered Person or his/her beneficiaries;

3. The following has been added to the end of the first paragraph of the **Fraud** section:

The Plan cannot be held in contest after two (2) years from the effective date of the Description of Coverage.

4. The following has been removed from the **Incontestability** section:

This provision shall not preclude the assertion at any time of defenses related to submission of a false or fraudulent claim based upon provisions in the Policy that exclude or restrict coverage.

TAI-END1-CT 09/17

**Applicable to Residents of District of Columbia**

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

**Limited Benefit, Please Read Carefully**

2. The **Domestic Partner** definition, in the **Definitions** section is replaced by the following:

**Domestic Partner** means a person of the same or opposite gender who either,

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

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

Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the insured. Any other accrued indemnities unpaid at the Covered Person's death may, at the option of the Company, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Covered Person.

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon any such affidavit shall fully discharge the Company from all obligations under the Plan unless, before such payment is made, the Company has received at its Administrative Office written notice of a valid claim by some other person. Any amount payable to a minor may be paid to the minor's legal guardian.

A claim for benefits provided by this Plan will be paid immediately upon receipt of due written proof of loss. Your or the claimant's complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan. Benefits are paid on a single lump sum basis. Any payment made by Us in good faith pursuant to this or any other provision of this Plan will fully discharge Us to the extent of such payment.

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

The Basic Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not Additional Card Members. An Additional Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not also the Basic Card Member, the Basic Card Member's spouse or Domestic Partner or children, or Additional Card Members.

Unless the Covered Person makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the Covered Person and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this Plan.

No one else may designate or change a previously designated beneficiary. For such designation or change to become effective, a written request, on a form satisfactory to the Company, must be filed with the Company. Such designation or change will take effect as of the date it was signed by the Covered Person, provided it has been received by the Company, but any payment of proceeds made by the Company prior to receipt of such designation or change shall fully discharge the Company to the extent of such payment.

5. The **Conformity with State and Federal Law** provision is replaced by the following:

Any provision of this Plan which, on its effective date, is in conflict with the statutes of the jurisdiction in which the Covered Person resides on such date is hereby amended to conform to the minimum requirements of such statutes.

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

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

No coverage is provided to a Card Member who, whether before or after a Loss, has:

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

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

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

8. The **Physical Examination and Autopsy** provision is replaced by the following:

The Company at its own expense shall have the right and opportunity to examine the Covered Person when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

TAI-END1-DC 09/17

### **Applicable to Residents of Florida**

1. The following disclosures are hereby added to the first page:

Fraud Warning: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida**

TAI-END1-FL 09/17

### Applicable to Residents of Hawaii

1. The **Covered Person** definition, in the **Definitions** section is replaced by the following:

**Covered Person** means the Basic Card Member, each Additional Card Member, and each of these Card Member's spouses or Domestic Partners (Domestic Partner means persons of the same or opposite gender who have entered into a reciprocal beneficiary relationship pursuant to Hawaii statutes) and dependent children under 23 years of age. All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands. All other persons are not Covered Persons under the Plan.

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

If required, a claim form will be sent to You or the claimant after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within ninety (90) days after We have provided You or the claimant with instructions and/or a claim form in response to Your or the claimant's Notice of Claim. The proof of loss must be sent to: AMEX Assurance Company, PO Box 981553, El Paso, TX 79998-9920. It is Your or the claimant's responsibility to provide all required documentation.

Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as was reasonably possible but in no event, except in the absence of legal capacity, later than (15) fifteen months from the time proof is otherwise required.

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

1. a Travel Accident Insurance claim form;
2. description of both the Accident and the Injury and the extent and type of loss;
3. proof of payment method for the Common Carrier;
4. copies of medical records; and
5. a death certificate.

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

3. The last paragraph of the **Payment of Claim** provision is replaced by the following:

A claim for benefits provided by this Plan will be paid immediately upon Our receipt of Your or the claimant's complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan. Benefits are paid on a single lump sum basis. 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.

TAI-END1-HI 09/17

### Applicable to Residents of Illinois

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

**Civil Union** allows both same sex and different sex couples to enter into a civil union with all of the obligations, protections, and legal rights that Illinois provides to married heterosexual couples.

Anywhere Domestic Partner and/or spouse is used Civil Union is now to be added.

2. The **Definition** of **Covered Person** is replaced by the following:

**Covered Person** means the Basic Card Member, each Additional Card Member, and each of these Card Member's spouses or Domestic Partners and dependent children under 26 years of age. All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands. All other persons are not Covered Persons under the Plan.

3. The **Definition of Injury** is replaced by the following:

**Injury**, for which benefits are provided, means accidental bodily injuries sustained by the Covered Person which are the direct cause of loss, independent of disease cause of loss, independent of disease or bodily infirmity, and caused by an Accident occurring while the insurance is in force.

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

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

5. The **Entire Contract; Representation; Changes** provision is replaced by the following:

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. Only the President, Vice-President or Secretary of AMEX Assurance Company may change or waive the provisions of the Description of Coverage. 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.

TAI-END1-IL 09/17

#### **Applicable to Residents of Indiana**

1. The **Definition of Covered Person** is replaced by the following:

**Covered Person** means the Basic Card Member, each Additional Card Member, and each of these Card Member's spouses or Domestic Partners and dependent children under 26 years of age. All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands. All other persons are not Covered Persons under the Plan.

TAI-END1-IN 09/17

#### **Applicable to Residents of Kansas**

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

A claim for benefits provided by this Plan will be paid immediately after Our receipt of Your or the claimant's complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan. Any payment made by Us in good faith pursuant to this or any other provision of this Plan will fully discharge Us to the extent of such payment.

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

No legal action may be brought to recover against the Policy until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after five (5) years from the time 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.

TAI-END1-KS 09/17

### Applicable to Residents of Louisiana

1. The **Definition of Covered Person** is replaced by the following:

**Covered Person** means the Basic Card Member, each Additional Card Member, and each of these Card Member's Dependent. All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands. All other persons are not Covered Persons under the Plan.

2. The following **Definition** is hereby added:

**Dependent** means:

- a. Your lawful spouse;
- b. Your unmarried, dependent children under 26 years of age who rely on You for financial support and maintenance; and
- c. Your unmarried dependent children 26 years or older who because of a handicap condition that occurred before the attainment of the limiting age, are incapable of self-sustaining employment and dependent upon You for lifetime care and supervision. Coverage will be extended for as long as such child is incapacitated, unmarried and dependent.

3. The **Definition of Domestic Partner** is hereby removed.

4. All other references to **Domestic Partner** are hereby removed from the Description of Coverage.

TAI-END1-LA 09/17

### Applicable to Residents of Maine

1. Number 3 of the **Injury** definition is replaced by the following:

3. creates a loss due to such accidental bodily injury.

2. **Exclusion** number seven (# 7) is replaced by the following:

7. sickness, pregnancy, or any medical or surgical treatment for such conditions, unless treatment of the condition is required as the direct result of an Injury; or

TAI-END1-ME 09/17

### Applicable to Residents of Maryland

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

Coverage will terminate automatically on the earliest of the following:

1. the date You no longer maintain a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands;
2. the date We notify You of our determination that Your 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 Basic or Additional Card Member;

4. the date Your Account is cancelled by American Express; or
5. the date the Plan is not available in the location where You maintain a Permanent Residence.

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

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

TAI-END1-MD 09/17

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

1. The **Definition of Covered Person** is replaced by the following:

**Covered Person** means the Basic Card Member, each Additional Card Member, and each of these Card Member's spouses or Domestic Partners and dependent children under 26 years of age. All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands. All other persons are not Covered Persons under the Plan.

2. **Exclusion** number's one (1) and three (3) are replaced respectively by the following:

- a. self-destruction, intentional self-inflicted Injury, or any attempt thereat;
- b. injury in which a contributory cause was the commission of or attempt to commit a felony by or on behalf of the Covered Person or his beneficiaries;

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

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

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

If required, a claim form will be sent to You or the claimant after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within ninety (90) days after We have provided You or the claimant with instructions and/or a claim form in response to Your or the claimant's Notice of Claim, or the claim may be denied. The proof of loss must be sent to: AMEX Assurance Company, PO Box 981553, El Paso, TX 79998-9920. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

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

Benefits for loss of life of a Covered Person will be paid to the designated beneficiary. Benefits for all other losses sustained by a Covered Person will be paid to the Covered Person, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and the Covered Person has failed to specify the beneficiaries' respective interests, the designated beneficiaries shall share equally. If no beneficiary designation is effective, the benefit shall be payable to the estate of the Covered Person.

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon any such affidavit shall fully discharge the



Company from all obligations under the Plan unless, before such payment is made, the Company has received at its Administrative Office written notice of a valid claim by some other person. Any amount payable to a minor may be paid to the minor's legal guardian.

A claim for benefits provided by this Plan will be paid within five (5) business days after Our receipt of Your or the claimant's complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan. Any payment made by Us in good faith pursuant to this or any other provision of this Plan will fully discharge Us to the extent of such payment.

6. The following is hereby added to the **Beneficiary** provision:

The consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this Plan or to any change of beneficiary or beneficiaries, or to any other changes in this Plan.

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

No oral or written misrepresentation made by You, or on Your behalf, in the negotiation of insurance, shall be deemed material, or defeat or avoid the policy, or prevent its attaching, unless made with intent to deceive and defraud, or unless the matter misrepresented increases the risk of loss.

8. The **Entire Contract; Representation; Changes** provision is replaced by the following:

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. No change to this Description of Coverage shall be valid until approved by the President, Vice-President or Secretary of the Company. No agent or other person may change this Description of Coverage or waive any of its terms. 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.

TAI-END1-MN 09/17

### **Applicable to Residents of Mississippi**

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

Benefits for loss of life of a Covered Person will be paid to the designated beneficiary. Benefits for all other losses sustained by a Covered Person will be paid to the Covered Person, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and the Covered Person has failed to specify the beneficiaries' respective interests, the designated beneficiaries shall share equally. If no beneficiary designation is effective, the benefit shall be payable to the estate of the Covered Person.

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon any such affidavit shall fully discharge the Company from all obligations under the Plan unless, before such payment is made, the Company has received at its Administrative Office written notice of a valid claim by some other person. Any amount payable to a minor may be paid to the minor's legal guardian.

A claim for benefits provided by this Plan will be paid within thirty (30) days after Our receipt of Your or the claimant's complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan. Benefits are paid on a single lump sum basis. Any payment made by Us in good faith pursuant to this or any other provision of this Plan will fully discharge Us to the extent of such payment.

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

#### **Conformity with State Law**

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

3. The **Physical Examination and Autopsy** provision is replaced by the following:

**Physical Examination**

The Company has the right, at its expense, to have the Covered Person for whom a request for benefits is pending, examined as often as reasonable. Covered Person cooperation with issues related to the benefits is required. Failure to cooperate may result in denial of benefits.

TAI-END1-MS 09/17

**Applicable to Residents of Missouri**

1. The **Definition of Covered Person** is replaced by the following:

**Covered Person** means the Basic Card Member, each Additional Card Member, and each of these Card Member's spouses or Domestic Partners and dependent children under 26 years of age. All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands. All other persons are not Covered Persons under the Plan.

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

A claim for benefits provided by this Plan will be paid within thirty (30) days after Our receipt of Your or the claimant's complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan. Benefits are paid on a single lump sum basis.

3. The **Beneficiary** provision is replaced by the following:

The Basic Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not Additional Card Members. An Additional Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not also the Basic Card Member, the Basic Card Member's spouse or Domestic partner or children, or Additional Card Members.

No one else may designate or change a previously designated beneficiary. For such designation or change to become effective, a written request, on a form satisfactory to the Company, must be filed with the Company. Such designation or change will take effect as of the date it was signed by the Covered Person, provided it has been received by the Company.

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

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after ten (10) years from the time written Proof of Loss is required to be given.

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

TAI-END1-MO 09/17

**Applicable to Residents of Montana**

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

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

TAI-END1-MT 09/17

**Applicable to Residents of Nevada**

- 1. **Index Section VIII** is replaced by the following:

Cancellation                                      Section VIII

- 2. The following is added to the end of **Description of Benefits** section:

**When Coverage is No Longer Activated**

Coverage will become inactive:

- 1. the date You no longer maintain a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands;
- 2. the date You terminate Your Account and are no longer a Basic or Additional Card Member;
- 3. the date Your Account is cancelled by American Express; or
- 4. the date the Plan is not available in the location where You maintain a Permanent Residence.

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

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

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

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

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

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

TAI-END1-NV 09/17

**Applicable to Residents of New Hampshire**

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

AMEX Assurance Company Administrative Office: MC: 080120, 20022 N 31st Avenue, Phoenix, Arizona 85027. Toll-free telephone number 1-800-437-9209.

2. The following disclosures are hereby added to the first page:

**Notice to Buyer: This insurance provides travel coverage only and is a limited benefit. Where the purpose of your travel is to receive medical, dental, or cosmetic care, coverage for that specific treatment is not provided.**

It is important that you understand the provisions and exclusions that are included in your blanket travel health coverage policy.

3. The **Definition of Covered Person** is replaced by the following:

**Covered Person** means the Basic Card Member, each Additional Card Member, and each of these Card Member's spouses or Domestic Partners and dependent children under 26 years of age. All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands. All other persons are not Covered Persons under the Plan.

4. The **Definition of Injury** is replaced by the following:

**Injury** means bodily injury which:

- a. is caused by an Accident which occurs while the Covered Person's insurance is in force under the Plan;
- b. results in loss insured by the Plan;
- c. creates a loss due, directly or independently of all other causes, to such accidental bodily injury; and
- d. is not received while during or as a result of Commuting.

5. The **Exclusions** section is replaced by the following:

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

- a. suicide, attempted suicide or intentionally self-inflicted injury;
- b. war or any act of war (whether declared or undeclared); participation in a felony, riot or insurrection; service in the Armed Forces or units auxiliary thereto;
- c. injury in which a contributing cause was the Covered Person's commission of or attempt to commit a felony or to which a contributing cause was the Covered Person's being engaged in an illegal occupation;
- d. injury received while riding in a Common Carrier in any capacity other than as a fare-paying passenger; or
- e. sickness, physical or mental infirmity, pregnancy, or any medical or surgical treatment for such conditions, unless treatment of the condition is required as the direct result of an Injury.

TAI-END1-NH 09/17

### **Applicable to Residents of New Mexico**

1. The following applies to the entire Certificate of Coverage:

All references to "Description of Coverage" are replaced with "Certificate of Coverage".

2. The following statement is added to the face page of the Certificate of Coverage:

**This type of plan is NOT considered “minimum essential coverage” under the Affordable Care Act and therefore does NOT satisfy the individual mandate that you have health insurance coverage. If you do not have other health insurance coverage, you may be subject to a tax penalty. Please consult your tax advisor.**

3. The **Covered Person** definition is replaced by the following:

Covered Person means the Basic Card Member, each Additional Card Member, and each of these Card Member’s spouses or Domestic Partners and dependent children under 25 years of age. All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands. All other persons are not Covered Persons under the Plan.

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

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

Failure to provide Proof of Loss within ninety (90) days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if it can be shown that proof of loss was provided as soon as reasonably possible. No claim will be denied based upon Your or the claimant’s failure to provide proof of loss within such specified time, unless this failure operates to prejudice Our rights.

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

1. a Travel Accident Insurance claim form;
2. description of both the Accident and the Injury and the extent and type of loss;
3. proof of payment method for the Common Carrier;
4. copies of medical records; and
5. a death certificate.

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

5. The last paragraph in the **Payment of Claim** provision is replaced by the following:

A claim for benefits provided by this Plan will be paid immediately after Our receipt of Your or the claimant’s complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan. Benefits are paid on a single lump sum basis. 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.

TAI-END1-NM 09/17

### **Applicable to Residents of New York**

1. The **Definition of Injury** is replaced by the following:

**Injury** means bodily injury which:

- a. is caused by an Accident which occurs while the Covered Person’s insurance is in force under the Plan;
- b. results in loss insured by the Plan;
- c. creates a loss due, directly or independently of all other causes, to such accidental bodily injury; and
- d. is not received while during or as a result of Commuting.

2. The **Exclusions** section is replaced by the following:

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

- a. suicide, attempted suicide or intentionally self-inflicted injury;
- b. war or any act of war (whether declared or undeclared); participation in a felony, riot or insurrection; service in the Armed Forces or units auxiliary thereto;
- c. injury in which a contributing cause was the Covered Person's commission of or attempt to commit a felony or to which a contributing cause was the Covered Person's being engaged in an illegal occupation;
- d. sickness, except for an infection that was the result of an Injury;
- e. mental or emotional disorder; or
- f. pregnancy, except complications of pregnancy and except to the extent coverage is required pursuant to Section 3221 of the New York Insurance Law.

3. The opening paragraph of 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 one hundred and twenty (120) 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. Failure to furnish such proof within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof within such time, provided such proof was furnished as soon as reasonably possible. The proof of loss must be sent to: AMEX Assurance Company, PO Box 981553, El Paso, TX 79998-9920. If the required proof of loss and other documentation is not received within one hundred and twenty (120) 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.

4. The following is hereby added to the **Entire Contract; Representation; Changes** provision:

The Description of Coverage may be changed at anytime by providing at least thirty (30) days notice to You.

5. The opening paragraph of the **Fraud** provision is replaced by the following:

If any signed written requests for benefits made under the Plan is determined to be fraudulent, or if any signed written fraudulent means or devices are used by You or by anyone acting on Your behalf to obtain benefits, all benefits will be denied. The Company reserves the right to recover any amounts paid out as a result of fraud.

TAI-END1-NY 09/17

**Applicable to Residents of North Carolina**

1. The **Definition of Accident** is replaced by the following:

Accident means a sudden, unexpected, or unintended event that occurs at a single, identifiable time and place, which causes Injury and shall include exposure resulting from a Covered Person traveling on a Common Carrier.

2. **Exclusion** number two (# 2) is replaced by the following:

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

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

If required, a claim form will be sent to You or the claimant after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within one hundred and eighty (180) days after We have provided You or the claimant with instructions and/or a claim form in response to Your or the claimant's Notice of Claim, or the claim may be denied. The proof of loss must be sent to: AMEX Assurance Company, PO Box 981553, El Paso, TX 79998-9920. If the required proof of loss and other documentation is not received within one hundred and eighty (180) days of Our request (except for documentation which has not been furnished for reasons beyond Your or the claimant's control), coverage may be denied. It is Your or the claimant's responsibility to provide all required documentation.

4. The last paragraph of the **Payment of Claim** provision is replaced by the following:

A claim for benefits provided by this Plan will be paid within thirty (30) days after Our receipt of Your or the claimant's complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan. Benefits are paid on a single lump sum basis. If a benefit not exceeding \$3,000 is payable to an estate or a minor, We may pay such benefit to any relative by blood or with a connection by marriage to the Covered Person who is deemed by Us to be entitled. 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.

5. The following has been added to the end of the first paragraph of the **Fraud** section:

The Plan cannot be held in contest after two (2) years from the effective date of the Description of Coverage.

6. The **Incontestability** provision is replaced by the following:

No statement made by a Covered Person can be used in a contest after the Covered Person's insurance has been in force two (2) years during his/her lifetime. No statement the Covered Person makes can be used in a contest unless it is in writing and signed by the Covered Person.

TAI-END1-NC 09/17

**Applicable to Residents of Oklahoma**

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

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

2. The second exclusion under **EXCLUSIONS** is replaced with:

war or acts of war (whether declared or undeclared) while serving in the military or an auxiliary unit attached to the military or working in an area of war whether voluntarily or as required by an employer; participation in a felony, riot, civil disturbance, protest or insurrections

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

The benefits described herein are subject to all of the terms, conditions, and exclusions of the Description of Coverage issued to Card Members whose Permanent Residence is Oklahoma. This Description of Coverage replaces any prior Description of Coverage which may have been furnished in connection with the Policy. For any questions regarding the benefits described in this Description of Coverage, please call 1-800-437-9209 or International Collect 1-303-273-6498, the number listed on the back of Your card, or the number shown on Your card statement.

TAI-END1-OK 09/17

**Applicable to Residents of South Dakota**

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

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

TAI-END1-SD 09/17

**Applicable to Residents of Texas**

1. The **Definition of Covered Person** is replaced by the following:

**Covered Person** means the Basic Card Member, each Additional Card Member, and each of these Card Member's Dependent(s). All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands. All other persons are not Covered Persons under the Plan.

2. The following **Definition** is hereby added:

**Dependent(s)** means:

- a. Your lawful spouse or Domestic Partner;
- b. Your unmarried dependent children or step-children under 25 years of age;
- c. Your unmarried adopted children or part to a suit to be adopted children under 25 years of age;
- d. Your unmarried grandchildren under 25 years of age who are dependent on You for Federal income tax purposes; and
- e. Your unmarried dependent children 25 years or older who because of a handicap condition that occurred before the attainment of the limiting age, are incapable of self-sustaining employment and dependent upon You for lifetime care and supervision. Coverage will be extended for as long as such child is incapacitated, unmarried and dependent.

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

If required, a claim form will be sent to You or the claimant after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within ninety (90) days after We have provided You or the claimant with instructions and/or a claim form in response to Your or the claimant's Notice of Claim, or the claim may be denied. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required. The proof of loss must be sent to: AMEX Assurance Company, PO Box 981553, El Paso, TX 79998-9920.

4. The last paragraph of the **Payment of Claim** provision is replaced by the following:

Within 15 days after our receipt of proof of loss documentation and all information requested, We will provide You or the claimant 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 or the claimant 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.

5. 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.

TAI-END1-TX 09/17

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

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

**Policy** means the Group Insurance Master Policy (AX0948-VI) issued by the Company to American Express Travel Related Services Company, Inc.

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

If required, a claim form will be sent to You or the claimant after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within ninety (90) days after We have provided You or the claimant with instructions and/or a claim form in response to Your or the claimant's Notice of Claim. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required. The proof of loss must be sent to: AMEX Assurance Company, PO Box 981553, El Paso, TX 79998-9920. It is Your or the claimant's responsibility to provide all required documentation.

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

Benefits for loss of life of a Covered Person will be paid to the designated beneficiary. Benefits for all other losses sustained by a Covered Person will be paid to the Covered Person, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and the Covered Person has failed to specify the beneficiaries' respective interests, the designated beneficiaries shall share equally. If no beneficiary has been designated, or if the designated beneficiary does not survive the Covered Person, the benefits will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. spouse or Domestic Partner;
2. children, equally per stirpes; and
3. the estate.

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon any such affidavit shall fully discharge the Company from all obligations under the Plan unless, before such payment is made, the Company has received at its Administrative Office written notice of a valid claim by some other person. Any amount payable to a minor may be paid to the minor's legal guardian.

A claim for benefits provided by this Plan will be paid within thirty (30) days after Our receipt of Your or the claimant's complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan. Benefits are paid on a single lump sum basis. Any payment made by Us in good faith pursuant to this or any other provision of this Plan will fully discharge Us to the extent of such payment.

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

No statement the Covered Person makes can be used in a contest unless a copy of the instrument containing the statement is or has been furnished to such individual or to his beneficiary, if any. The statement must be in writing and signed by the Covered Person.

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

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

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

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

TAI-END1-VI 09/17

### Applicable to Residents of Utah

1. The **Domestic Partner** definition is replaced with the following:

**Domestic Partner** means a person who either,

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

2. Under section III. **Description of Benefits**, the **What is Covered** section is replaced by the following:

The Company will pay the applicable benefit amount as determined from the Table of Losses for the benefits listed below if a Covered Person suffers a loss from an Injury while coverage is in force under the Plan, but only if such loss occurs within 180 days after the date of the Accident which caused the Injury. Benefits will be paid for the greatest loss. In no event will the Company pay for more than one loss sustained by the Covered Person as the result of any one Accident.

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

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

4. The **Exclusions** section is amended to replace number two (2), number three (3) and number six (6) by the following:
  2. war or acts of war (whether declared or undeclared); voluntary participation in a felony, riot, civil disturbance, protest or insurrections; service in the armed forces or units auxiliary to it;
  3. injury to which a contributory cause was the voluntary commission of or voluntary attempt to commit an illegal act by or on behalf of the Covered Person or his/her beneficiaries;
  6. injury received during or as a result of Commuting by Common Carrier;
5. The following is hereby added to the **Proof of Loss** provision:

Failure to provide Proof of Loss within ninety (90) days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if it can be shown that proof of loss was provided as soon as reasonably possible. No claim will be denied based upon Your or the claimant's failure to provide proof of loss within such specified time, unless this failure operates to prejudice Our rights.

TAI-END1-UT 09/17

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

1. The following is hereby added to the **Definitions** section:

All definitions, terms and provisions within this Description of Coverage wherever appearing and denoting a marital relationship or family relationship arising out of marriage will include parties to a civil union established in the state of Vermont according to Vermont law and their families.

2. The **Definition of Injury** is replaced by the following:

**Injury** means bodily injury which:

- a. is caused by an Accident which occurs while the Covered Person's insurance is in force under the Plan;
- b. results in loss insured by the Plan;
- c. creates a loss due directly to such accidental bodily injury; and
- d. is not received while during or as a result of Commuting.

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

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

- a. suicide, attempted suicide or intentionally self-inflicted injury;
- b. war or any act of war (whether declared or undeclared); participation in a felony, riot or insurrection; service in the Armed Forces or units auxiliary thereto;
- c. injury to which a contributory cause was the commission of or attempt to commit an illegal act by or on behalf of the Covered Person or his/her beneficiaries;
- d. injury received while serving as an operator or crew member of any Common Carrier;
- e. injury received while driving, riding as a passenger in, boarding or exiting from a rental or personal vehicle; or
- f. sickness, physical infirmity, pregnancy, or any medical or surgical treatment for such conditions, unless treatment of the condition is required as the direct result of an Injury.

TAI-END1-VT 09/17

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

1. The **Definition of Covered Person** is replaced by the following:

**Covered Person** means the Basic Card Member, each Additional Card Member, and each of these Card Member’s spouses or Domestic Partners and dependent children under 26 years of age. All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands. All other persons are not Covered Persons under the Plan.

TAI-END1-VA 09/17

**Applicable to Residents of West Virginia**

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

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

TAI-END1-WV 09/17

**Applicable to Residents of Wyoming**

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

No legal action may be brought to recover against the Policy until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after four (4) years from the time 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.

TAI-END1-WY 09/17

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



Troy E. Glover  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## Other State Notices

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

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

You may call the toll-free number at (800) 437-9209.

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

### FOR ARKANSAS RESIDENTS

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

### FOR CALIFORNIA RESIDENTS

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

### FOR IDAHO RESIDENTS

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

### FOR ILLINOIS RESIDENTS

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

### FOR INDIANA RESIDENTS

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

**AMEX Assurance Company  
(800) 437-9209**

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

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

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

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

FOR VIRGINIA RESIDENTS

**IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

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

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

You may call the toll-free number at (800) 437-9209.

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

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

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

FOR WISCONSIN RESIDENTS

**KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

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

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

**You may call the toll-free number at (800) 437-9209.**

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

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

**IMPORTANT NOTICE**

To obtain information or make a complaint:

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

**1-800-437-9209**

You may also write to AMEX Assurance Company at:

P.O. Box 53701  
MC: 08-01-20  
Phoenix, AZ 85072-9872

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

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

**PREMIUM OR CLAIM DISPUTES:**

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

**ATTACH THIS NOTICE TO YOUR POLICY:**

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

**AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

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

**1-800-437-9209**

Usted también puede escribir a AMEX Assurance Company:

P.O. Box 53701  
MC: 08-01-20  
Phoenix, AZ 85072-9872

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

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

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

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

**ADJUNTE ESTE AVISO A SU PÓLIZA:**

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

## TRAVEL ACCIDENT INSURANCE INSURANCE POLICY

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

### INDEX

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**This is an accident-only Insurance Policy and it does not pay benefits for loss from sickness. Review the Insurance Policy carefully.**

### I. DEFINITIONS

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

**Accident** means a sudden, unexpected, or unintended event that occurs at a single, identifiable time and place, which causes Injury and shall include exposure resulting from a mishap on a Common Carrier in which the Covered Person is traveling.

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

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

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

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

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

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

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



**Commuting** means travel between a Covered Person's Permanent or Temporary Residence and the Covered Person's routine place of daily employment.

**Company** means AMEX Assurance Company.

**Covered Person** means the Basic Card Member, each Additional Card Member, and each of these Card Member's spouses or Domestic Partners and dependent children under 23 years of age. All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands. All other persons are not Covered Persons under the Plan.

**Covered Trip** means a trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket or verification issued by the Common Carrier, provided the Covered Person's Entire Fare for such trip on the Common Carrier involved in the loss has been charged to a Basic or Additional Card Member's eligible Account prior to any Injury.

**Domestic Partner** means a person who either,

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

**Entire Fare** means the full fare cost for a Covered Trip on a Common Carrier charged to an American Express Card Account and or in combination with American Express Membership Rewards® Points or American Express Pay with Points programs. Entire Fare does not include fares on a Common Carrier defrayed in full or in part with Common Carrier Frequent Flyer Miles points or coupon/vouchers.

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

**Injury** means bodily injury which:

1. is caused by an Accident which occurs while the Covered Person's insurance is in force under the Plan;
2. results in loss insured by the Plan; and
3. creates a loss due, directly or independently of all other causes, to such accidental bodily injury.

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

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

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

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

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

**Policyholder** means Basic or Additional Card Member.

**Temporary Residence** means a dwelling place where the Covered Person intends to reside for a limited time during a Covered Trip, and which is occupied or intended to be occupied by the Covered Person for 45 days or more.

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

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

## **II. COVERAGE ACTIVATION**

Coverage is activated for a Covered Person under the Plan while taking a Covered Trip only when the Entire Fare has been charged to an eligible Account. Eligibility for coverage will remain in effect as long as the definition of a Covered Person is met.

## **III. DESCRIPTION OF BENEFITS**

### **What is Covered**

The Company will pay the applicable benefit amount as determined from the Table of Losses for the benefits listed below if a Covered Person suffers a loss from an Injury while coverage is in force under the Plan, but only if such loss occurs within 100 days after the date of the Accident which caused the Injury. Benefits will be paid for the greatest loss. In no event will the Company pay for more than one loss sustained by the Covered Person as the result of any one Accident.

### **Common Carrier Benefit**

This benefit is payable if the Covered Person sustains accidental death or dismemberment as a result of an Accident which occurs while riding solely as a passenger in, or Boarding, or Exiting from, or being struck by a Common Carrier on a Covered Trip.

### **Exposure and Disappearance**

If the Covered Person is unavoidably exposed to the elements because of an Accident on a Covered Trip which results in the disappearance, sinking or wrecking of the Common Carrier, and if as a result of such exposure, the Covered Person suffers a loss for which benefits are otherwise payable under the Plan, such loss will be covered under the Plan.

If the Covered Person disappears because of an Accident on a Covered Trip which results in the disappearance, sinking or wrecking of the Common Carrier, and if the Covered Person's body has not been found within 365 days after the date of such Accident, it will be presumed that the Covered Person suffered loss of life as a result of Injury covered by the Plan, subject to there being no evidence to the contrary.

### **Benefit Amounts**

The Covered Person will receive a benefit amount of up to \$500,000 of coverage, depending on the type of Account to which the Entire Fare for the Common Carrier was charged for the Covered Trip.

<b><u>Table of Losses</u></b>	
Loss of life.....	100%
<b><u>Dismemberment</u></b>	
Loss of both hands or both feet.....	100%
Loss of one hand and one foot.....	100%
Loss of entire sight of both eyes.....	100%
Loss of entire sight of one eye and one hand or one foot.....	100%
Loss of one hand or one foot.....	50%
Loss of the entire sight of one eye.....	50%

Loss, as used in the Table of Losses chart means:

1. with reference to hand or foot, the complete and permanent severance through or above the wrist or ankle joint; and
2. with reference to eye, the irrecoverable loss of the entire sight of such eye.

**IV. MAXIMUM INDEMNITY PER COVERED PERSON**

In no event will multiple American Express Cards obligate the Company to pay for more than one loss sustained by any one individual Covered Person as a result of any one Accident. The Company’s obligation under the Plan will be determined according to the highest amount payable under the specific American Express Card Account actually used to charge the Entire Fare of the Common Carrier for the Covered Trip.

If the Covered Person is eligible for coverage under other policies underwritten by AMEX Assurance Company that also provide a benefit for accidental death and/or dismemberment, the maximum sum payable under all applicable policies for an accidental death and/or dismemberment loss is \$3,500,000. This maximum limit applies regardless of whether or not the Covered Person is required to enroll under the policy or is provided coverage as a benefit of Card Membership. This does not preclude the Covered Person from receiving all entitled benefits other than accidental death and/or dismemberment benefits, up to the maximum limit disclosed under other AMEX Assurance Company policies.

**V. EXCLUSIONS**

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

1. suicide or self-destruction or any attempt thereat, intentionally self-inflicted Injury, suicide or any attempt thereat;
2. 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;
3. injury to which a contributory cause was the commission of or attempt to commit an illegal act by or on behalf of the Covered Person or his/her beneficiaries;
4. injury received while serving as an operator or crew member of any Common Carrier;
5. injury received while driving, riding as a passenger in, boarding or exiting from a rental or personal vehicle;
6. injury received during or as a result of Commuting;
7. sickness, physical or mental infirmity, pregnancy, or any medical or surgical treatment for such conditions, unless treatment of the condition is required as the direct result of an Injury; or
8. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm; deep vein thrombosis.

**VI. CLAIMS PROCESS**

If the Covered Person experiences an Injury for which You or the claimant believe a benefit is payable under this Plan, You or the claimant must provide both Notice of Claim and Proof of Loss.

### **Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the loss. You or the claimant may contact the Company by calling toll-free stateside 1-800-437-9209 or, if from overseas, by calling collect 1-303-273-6498. You or the claimant may also write to Us at AMEX Assurance Company, PO Box 981553, El Paso, TX 79998-9920.

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

### **Proof of Loss**

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

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

1. a Travel Accident Insurance claim form;
2. description of both the Accident and the Injury and the extent and type of loss;
3. proof of payment method for the Common Carrier;
4. copies of medical records; and
5. a death certificate.

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

### **Claim Forms**

The claimant will be furnished with forms for filing Proof of Loss after the Company has received proper written notice of claim. If the claimant does not get the forms within 15 days, Proof of Loss can be filed without them. The claimant can send a letter which describes the occurrence, the character and the extent of the loss for which the claim is made.

### **Payment of Claim**

Benefits for loss of life of a Covered Person will be paid to the designated beneficiary. Benefits for all other losses sustained by a Covered Person will be paid to the Covered Person, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and the Covered Person has failed to specify the beneficiaries' respective interests, the designated beneficiaries shall share equally. If no beneficiary has been designated, or if the designated beneficiary does not survive the Covered Person, the benefits will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. spouse or Domestic Partner;
2. children, equally per stirpes; and
3. the estate.

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon any such affidavit shall fully discharge the

Company from all obligations under the Plan unless, before such payment is made, the Company has received at its Administrative Office written notice of a valid claim by some other person. Any amount payable to a minor may be paid to the minor's legal guardian.

A claim for benefits provided by this Plan will be paid within thirty (30) days after Our receipt of Your or the claimant's complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan. Benefits are paid on a single lump sum basis. 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.

## **VII. GENERAL PROVISIONS**

### **Assignment**

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

### **Beneficiary**

The Basic Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not Additional Card Members. An Additional Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not also the Basic Card Member, the Basic Card Member's spouse or Domestic partner or children, or Additional Card Members.

No one else may designate or change a previously designated beneficiary. For such designation or change to become effective, a written request, on a form satisfactory to the Company, must be filed with the Company. Such designation or change will take effect as of the date it was signed by the Covered Person, provided it has been received by the Company, but any payment of proceeds made by the Company prior to receipt of such designation or change shall fully discharge the Company to the extent of such payment.

### **Change of Permanent Residence**

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

### **Clerical Error**

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

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

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

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

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

### **Fraud**

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

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

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

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

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

### **Incontestability**

No statement made by a Covered Person can be used in a contest after the Covered Person's insurance has been in force two (2) years during his/her lifetime. No statement the Covered Person makes can be used in a contest unless it is in writing and signed by the Covered Person. This provision shall not preclude the assertion at any time of defenses related to submission of a false or fraudulent claim based upon provisions in the Policy that exclude or restrict coverage.

### **Legal Actions**

No legal action may be brought to recover against the Policy 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 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.

### **Physical Examination and Autopsy**

The Company has the right, at its expense, to have the Covered Person for whom a request for benefits is pending, examined as often as reasonable. The Company may require an autopsy, at its expense, unless the law forbids it. Covered Person cooperation with issues related to the benefits is required. Failure to cooperate may result in denial of benefits.

## **VIII. 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 Basic or Additional Card Member;
4. the date Your Account is cancelled by American Express; or
5. the date the Plan is not available in the location where You maintain a Permanent Residence.

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

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

## **IX. 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 1-800-437-9209 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:



Troy E. Glover  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## AMENDATORY ENDORSEMENT

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

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

### Applicable to Residents of Colorado

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

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

2. In the **Exclusions** section, number 1 is replaced by the following:
  1. suicide or self-destruction or any attempt thereat while sane, intentionally self-inflicted Injury while sane, suicide or any attempt thereat while sane;

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



Troy E. Glover  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

TAI-END1-CO 09/17



\$500,000

## TRAVEL ACCIDENT INSURANCE

### DESCRIPTION OF COVERAGE

Tokio Marine Pacific Insurance Limited

#### **DEFINITIONS**

**Accident** means a sudden, unexpected, or unintended event that occurs at a single, identifiable time, and place which causes Injury and shall also include exposure resulting from a mishap on a Common Carrier Conveyance in which the Covered Person is traveling.

**Additional Cardmember** means any individual who has received an American Express Card at the request of a Basic Cardmember for use in connection with the Basic Cardmember's American Express Card account.

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

**American Express Card** shall mean, unless otherwise specified, any of the Cards or accounts, depending on the type, that provide up to \$500,000 of coverage under Master Policy CRCB000000111

**Basic Cardmember** means any individual who has been issued one or more American Express Cards and who has an American Express Card account.

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

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

**Commutation** means travel between a person's residence, whether temporary or otherwise, and their routine place of daily employment.

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

**Covered Person** means the Basic Cardmember, each Additional Cardmember, and each of these Cardmember's spouses or Domestic Partners and dependent children under 23 years of age. All Covered

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

**Covered Trip** means a trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket or verification issued by the Common Carrier Conveyance, provided the Covered Person's Entire Fare for such trip on the Common Carrier Conveyance involved in the loss has been charged to a Basic or Additional Cardmember's eligible American Express Card account prior to any Injury.

**Domestic Partner** means a person of the same or opposite gender who either,

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

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

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

**Injury** means bodily injury which:

1. is caused by an Accident which occurs while the Covered Person's insurance is in force under the Policy;
2. results in loss insured by the Policy; and
3. creates a loss due, directly or independently of all other causes, to such accidental bodily injury.

**Master Policy** means CRCB000000111.

**Permanent Residence** means the Covered Person's one primary dwelling place, where the Covered Person permanently resides.

**Policy** means the Master Policy and this Description of Coverage.

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

**You, Your** means the Additional Cardmember and the Basic Cardmember.

**BENEFIT AMOUNTS**

As a benefit of Cardmembership, the Covered Person will receive a benefit level of up to \$500,000 of coverage depending on the type of American Express Card account to which the Entire Fare for the Common Carrier Conveyance was charged for the Covered Trip.

<b>Table of Losses</b>	
Loss of life .....	\$500,000
<b><u>Dismemberment</u></b>	
Loss of both hands or both feet .....	\$500,000
Loss of one hand and one foot .....	\$500,000
Loss of entire sight of both eyes .....	\$500,000
Loss of entire sight of one eye and one hand or one foot .....	\$500,000
Loss of one hand or one foot .....	\$250,000
Loss of the entire sight of one eye .....	\$250,000

Loss, as used in the Table of Losses chart means:

1. with reference to hand or foot, the complete and permanent severance through or above the wrist or ankle joint; and
2. with reference to eye, the irrecoverable loss of the entire sight of such eye.

**\$500,000 MAXIMUM INDEMNITY PER COVERED PERSON**

In no event will multiple American Express Cards obligate the Company to pay for more than one loss sustained by any one individual Covered Person as a result of any one Accident. The Company's obligation under the Policy will be determined according to the highest amount payable under the specific American Express Card actually used to charge the Entire Fare

of the Common Carrier Conveyance for the Covered Trip.

If the Covered Person is eligible for coverage under other policies underwritten by Tokio Marine Pacific Insurance Limited that also provide a benefit for accidental death and/or dismemberment, the maximum sum payable under all applicable policies for an accidental death and/or dismemberment loss is \$3,500,000. This maximum limit applies regardless of whether or not the Covered Person is required to enroll under the policy or is provided coverage as a benefit of Cardmembership. This does not preclude the Covered Person from receiving all entitled benefits other than accidental death and/or dismemberment benefits, up to the maximum limit disclosed under other Tokio Marine Pacific Insurance Limited policies.

**DESCRIPTION OF BENEFITS**

The Company will pay the applicable benefit amount as determined from the Table of Losses for the benefits listed below if a Covered Person suffers a loss from an Injury while coverage is in force under the Policy, but only if such loss occurs within 100 days after the date of the Accident which caused the Injury. Benefits will be paid for the greatest loss. In no event will the Company pay for more than one loss sustained by the Covered Person as the result of any one Accident.

**Common Carrier Benefit**

This benefit is payable if the Covered Person sustains accidental death or dismemberment as a result of an Accident which occurs while riding solely as a passenger in, or Boarding, or Alighting from, or being struck by a Common Carrier Conveyance on a Covered Trip.

**Exposure and Disappearance**

If the Covered Person is unavoidably exposed to the elements because of an Accident on a Covered Trip which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance, and if as a result of such exposure, the Covered Person suffers a loss for which benefits are otherwise payable under the Policy, such loss will be covered under the Policy.

If the Covered Person disappears because of an Accident on a Covered Trip which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance, and if the Covered Person's body has not been found within 52 weeks after the date of such Accident, it will be presumed, subject to there being no evidence to the contrary, that the Covered Person suffered loss of life as a result of Injury covered by the Policy.

### **COVERAGE REQUIREMENTS**

A Covered Person will be fully insured for benefits under the Policy while taking a Covered Trip on a Common Carrier Conveyance only when the Entire Fare has been charged to an American Express Card. Eligibility for coverage will remain in effect as long as the definition of a Covered Person is met.

### **EXCLUSIONS**

This Policy does not cover any loss caused or contributed to by, directly or indirectly, wholly or partially:

1. suicide or self-destruction or any attempt thereat, while sane or insane; intentionally self-inflicted Injury, suicide or any attempt thereat, while sane;
2. war or any act of war whether declared or undeclared; however, any act committed by an agent of any government, party, or faction engaged in war, hostilities, or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval or air forces) in the country where the Injury occurs shall not be deemed an act of war;
3. injury to which a contributory cause was the commission of or attempt to commit an illegal act by or on behalf of the Covered Person or his/her beneficiaries;
4. injury received while serving as an operator or crew member of any conveyance;
5. injury received while driving, riding as a passenger in, boarding or alighting from a rental vehicle;
6. injury received during or as a result of Commutation; or
7. sickness, physical or mental infirmity, pregnancy, or any medical or surgical treatment for such conditions, unless treatment of the condition is required as the direct result of an Injury.

### **BENEFICIARY**

The Basic Cardmember may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not Additional Cardmembers. An Additional Cardmember may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not also the Basic Cardmember, the Basic Cardmember's spouse or Domestic partner or children, or Additional Cardmembers.

No one else may designate or change a previously designated beneficiary. For such designation or change to become effective, a written request, on a

form satisfactory to the Company, must be filed with American Express. Such designation or change will take effect as of the date it was signed by the Covered Person, provided it has been received by American Express, but any payment of proceeds made by the Company prior to receipt of such designation or change shall fully discharge the Company to the extent of such payment.

### **CLAIM PROVISIONS**

#### **Notice of Claim**

Notice of claim must be given to Travel Accident Insurance Claims Unit: PO Box 981553, El Paso, TX 79998-9920 within 30 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to the Company at its Administrative Office, or to any authorized agent of the Company, with information sufficient to identify the Covered Person shall be deemed notice to the Company.

#### **Proof of Loss**

Proof of Loss must describe both the Accident and the Injury, and the extent and type of loss. The Proof of Loss information must be provided on forms provided by the Company, as well as through additional means the claimant may use to present a claim, and may include specific additional documentation the Company may request, to include, but not limited to, proof of payment method for the Common Carrier Conveyance, medical records, and death certificate. The Company reserves the right to request all additional information it deems necessary in order to determine the claim is payable and will not consider that it has received completed Proof of Loss until the information it has requested is received.

#### **Payment of Claims**

Benefits for loss of life of a Covered Person will be paid to the designated beneficiary. Benefits for all other losses sustained by a Covered Person will be paid to the Covered Person, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and the Covered Person has failed to specify the beneficiaries' respective interests, the designated beneficiaries shall share equally. If no beneficiary has been designated, or if the designated beneficiary does not survive the Covered Person, the benefits will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. spouse or Domestic Partner;
2. children, equally per stirpes; and
3. the estate.

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon any such affidavit shall fully discharge the Company from all obligations under the Policy unless, before such payment is made, the Company has received at its Administrative Office written notice of a valid claim by some other person. Any amount payable to a minor may be paid to the minor's legal guardian.

**TERMINATION or CANCELLATION**

Coverage will cease on the earliest of the following:

1. the date the Covered Person no longer maintains a Permanent Residence in Guam, or the Commonwealth of the Northern Marianas;
2. the date We determine that the Covered Person or someone on the Covered Persons' behalf intentionally misrepresented or fraud occurred;
3. the date the Policy is cancelled;
4. the date the Basic Cardmember's account ceases to remain current and in good standing; or
5. the date the Plan is not available in the location where the Covered Person maintains 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.

**GENERAL PROVISIONS**

**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 Policy provision does not conform to applicable provisions of Local or Federal law, the Policy is hereby amended to comply with such law.

**Entire Contract; Representation; Changes**

The Description of Coverage, the Master Policy and any applications, endorsements or riders make up the entire contract. Any statement You make is a representation and not a warranty. The Description of Coverage may be changed at any time by written agreement between the Master Policyholder and Us. 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. The Description of Coverage may be changed at any time by providing notice to You. A copy of the Master Policy will be maintained and kept by the Master Policyholder and may be examined at any time.

**Fraud**

If any request for benefits under the Policy are 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.

**Legal Actions**

No legal action may be brought to recover against the Policy until 60 days after the Proof of Loss has been received by the Company. No such action may be brought after three years five years for Centurion Card, Business Centurion Card<sup>SM</sup> from OPEN: The Small Business Network<sup>SM</sup> from the time Proof of Loss is required to be given.

**IMPORTANT ADDITIONAL INFORMATION**

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 1-800-437-9209, the number listed on the back of Your Card, or the number shown on Your Card statement.

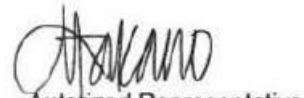
IN WITNESS WHEREOF, We have caused this Description of Coverage to be signed by Our officers:



Masaaki Morimoto  
President



Kenyu Okuda  
Chief Operating Officer



Authorized Representative  
at Hagatna, Guam

## TRAVEL ACCIDENT INSURANCE DESCRIPTION OF COVERAGE

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

### INDEX

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**This is an accident-only Description of Coverage and it does not pay benefits for loss from sickness. Review the Description of Coverage carefully.**

### I. DEFINITIONS

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

**Accident** means a sudden, unexpected, or unintended event that occurs at a single, identifiable time and place, which causes Injury and shall include exposure resulting from a mishap on a Common Carrier in which the Covered Person is traveling.

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

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

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

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

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

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

**Commuting** means travel between a Covered Person's Permanent or Temporary Residence and the Covered Person's routine place of daily employment.

**Company** means AMEX Assurance Company.

**Covered Person** means the Basic Card Member, each Additional Card Member, and each of these Card Member's spouses or Domestic Partners and dependent children under 23 years of age. All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands. All other persons are not Covered Persons under the Plan.

**Covered Trip** means a trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket or verification issued by the Common Carrier, provided the Covered Person's Entire Fare for such trip on the Common Carrier involved in the loss has been charged to a Basic or Additional Card Member's eligible Account prior to any Injury.

**Domestic Partner** means a person who either,

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

**Entire Fare** means the full fare cost for a Covered Trip on a Common Carrier charged to an American Express Card Account and or in combination with American Express Membership Rewards® Points or American Express Pay with Points programs. Entire Fare does not include fares on a Common Carrier defrayed in full or in part with Common Carrier Frequent Flyer Miles points or coupon/vouchers.

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

**Injury** means bodily injury which:

1. is caused by an Accident which occurs while the Covered Person's insurance is in force under the Plan;
2. results in loss insured by the Plan; and
3. creates a loss due, directly or independently of all other causes, to such accidental bodily injury.

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

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

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

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

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

**Policy** means the Group Insurance Master Policy (AX0948-PR) issued by the Company to American Express Travel Related Services Company, Inc..

**Temporary Residence** means a dwelling place where the Covered Person intends to reside for a limited time during a Covered Trip, and which is occupied or intended to be occupied by the Covered Person for 45 days or more.

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

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

## **II. COVERAGE ACTIVATION**

Coverage is activated for a Covered Person under the Plan while taking a Covered Trip only when the Entire Fare has been charged to an eligible Account. Eligibility for coverage will remain in effect as long as the definition of a Covered Person is met.

## **III. DESCRIPTION OF BENEFITS**

### **What is Covered**

The Company will pay the applicable benefit amount as determined from the Table of Losses for the benefits listed below if a Covered Person suffers a loss from an Injury while coverage is in force under the Plan, but only if such loss occurs within 100 days after the date of the Accident which caused the Injury, except for the Disappearance benefit, which will be paid if the Covered Person's body is not found within 365 days of disappearing. Benefits will be paid for the greatest loss. In no event will the Company pay for more than one loss sustained by the Covered Person as the result of any one Accident.

### **Common Carrier Benefit**

This benefit is payable if the Covered Person sustains accidental death or dismemberment as a result of an Accident which occurs while riding solely as a passenger in, or Boarding, or Exiting from, or being struck by a Common Carrier on a Covered Trip.

### **Exposure Benefit**

If the Covered Person is unavoidably exposed to the elements because of an Accident on a Covered Trip which results in the disappearance, sinking or wrecking of the Common Carrier, and if as a result of such exposure, the Covered Person suffers a loss for which benefits are otherwise payable under the Plan, such loss will be covered under the Plan. Coverage will be activated if such loss occurs within 100 days after the date of the Accident which caused the Injury.

### **Disappearance Benefit**

If the Covered Person disappears because of an Accident on a Covered Trip which results in the disappearance, sinking or wrecking of the Common Carrier, and if the Covered Person's body has not been found within 365 days after the date of such Accident, coverage will be activated and it will be presumed that the Covered Person suffered loss of life as a result of Injury covered by the Plan, subject to there being no evidence to the contrary.

### **Benefit Amounts**

The Covered Person will receive a benefit amount of up to \$500,000 of coverage, depending on the type of Account to which the Entire Fare for the Common Carrier was charged for the Covered Trip.

<b><u>Table of Losses</u></b>	
Loss of life.....	100%
<b><u>Dismemberment</u></b>	
Loss of both hands or both feet.....	100%
Loss of one hand and one foot.....	100%
Loss of entire sight of both eyes.....	100%
Loss of entire sight of one eye and one hand or one foot.....	100%
Loss of one hand or one foot.....	50%
Loss of the entire sight of one eye.....	50%

Loss, as used in the Table of Losses chart means:

1. with reference to hand or foot, the complete and permanent severance through or above the wrist or ankle joint; and
2. with reference to eye, the irrecoverable loss of the entire sight of such eye.

**IV. MAXIMUM INDEMNITY PER COVERED PERSON**

In no event will multiple American Express Cards obligate the Company to pay for more than one loss sustained by any one individual Covered Person as a result of any one Accident. The Company’s obligation under the Plan will be determined according to the highest amount payable under the specific American Express Card Account actually used to charge the Entire Fare of the Common Carrier for the Covered Trip.

If the Covered Person is eligible for coverage under other policies underwritten by AMEX Assurance Company that also provide a benefit for accidental death and/or dismemberment, the maximum sum payable under all applicable policies for an accidental death and/or dismemberment loss is \$3,500,000. This maximum limit applies regardless of whether or not the Covered Person is required to enroll under the policy or is provided coverage as a benefit of Card Membership. This does not preclude the Covered Person from receiving all entitled benefits other than accidental death and/or dismemberment benefits, up to the maximum limit disclosed under other AMEX Assurance Company policies.

**V. EXCLUSIONS**

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

1. suicide or self-destruction or any attempt thereat, intentionally self-inflicted Injury, suicide or any attempt thereat;
2. war or acts of war (whether declared or undeclared); participating in, committing or attempting to commit a felony, riot, civil disturbance, protest or insurrections by the insured; service in the armed forces or units auxiliary to it;
3. injury to which a contributory cause was the commission of or attempt to commit an illegal act by or on behalf of the Covered Person or his/her beneficiaries;
4. injury received while serving as an operator or crew member of any Common Carrier;
5. injury received while driving, riding as a passenger in, boarding or exiting from a rental or personal vehicle;
6. injury received during or as a result of Commuting;
7. sickness, physical or mental infirmity, pregnancy, or any medical or surgical treatment for such conditions, unless treatment of the condition is required as the direct result of an Injury; or
8. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm; deep vein thrombosis.

**VI. CLAIMS PROCESS**

If the Covered Person experiences an Injury for which You or the claimant believe a benefit is payable under this Plan, You or the claimant must provide both Notice of Claim and Proof of Loss.



### **Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the loss. You or the claimant may contact the Company by calling toll-free stateside 1-800-437-9209 or, if from overseas, by calling collect 1-303-273-6498. You or the claimant may also write to Us at AMEX Assurance Company, PO Box 981553, El Paso, TX 79998-9920.

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

### **Proof of Loss**

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

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

1. a Travel Accident Insurance claim form;
2. description of both the Accident and the Injury and the extent and type of loss;
3. proof of payment method for the Common Carrier;
4. copies of medical records; and
5. a death certificate.

Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

### **Claim Forms**

The claimant will be furnished with forms for filing Proof of Loss after the Company has received proper written notice of claim. If the claimant does not get the forms within 15 days, Proof of Loss can be filed without them. The claimant can send a letter which describes the occurrence, the character and the extent of the loss for which the claim is made.

### **Payment of Claim**

Benefits for loss of life of a Covered Person will be paid to the designated beneficiary. Benefits for all other losses sustained by a Covered Person will be paid to the Covered Person, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and the Covered Person has failed to specify the beneficiaries' respective interests, the designated beneficiaries shall share equally. If no beneficiary has been designated, or if the designated beneficiary does not survive the Covered Person, the benefits will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. spouse or Domestic Partner;
2. children, equally per stirpes; and
3. the estate.

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon any such affidavit shall fully discharge the Company from all obligations under the Plan unless, before such payment is made, the Company has received at its Administrative Office written notice of a valid claim by some other person. Any amount payable to a minor may be paid to the minor's legal guardian.

A claim for benefits provided by this Plan will be paid within thirty (30) days after Our receipt of Your or the claimant's complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan. Benefits are paid on a single lump sum basis. 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.

## **VII. GENERAL PROVISIONS**

### **Beneficiary**

The Basic Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not Additional Card Members. An Additional Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not also the Basic Card Member, the Basic Card Member's spouse or Domestic partner or children, or Additional Card Members.

No one else may designate or change a previously designated beneficiary. For such designation or change to become effective, a written request, on a form satisfactory to the Company, must be filed with the Company. Such designation or change will take effect as of the date it was signed by the Covered Person, provided it has been received by the Company, but any payment of proceeds made by the Company prior to receipt of such designation or change shall fully discharge the Company to the extent of such payment.

### **Change of Permanent Residence**

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

### **Clerical Error**

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

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

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

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

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

### **Fraud**

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

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

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

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

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

#### **Incontestability**

No statement made by a Covered Person can be used in a contest after the Covered Person's insurance has been in force two (2) years during his/her lifetime. No statement the Covered Person makes can be used in a contest unless it is in writing and signed by the Covered Person. This provision shall not preclude the assertion at any time of defenses related to submission of a false or fraudulent claim based upon provisions in the Policy that exclude or restrict coverage.

#### **Legal Actions**

No legal action may be brought to recover against the Policy 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 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.

#### **Physical Examination and Autopsy**

The Company has the right, at its expense, to have the Covered Person for whom a request for benefits is pending, examined as often as reasonable. The Company may require an autopsy, at its expense, unless the law forbids it. Covered Person cooperation with issues related to the benefits is required. Failure to cooperate may result in denial of benefits.

### **VIII. 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 Basic or Additional 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 can cancel this Description of Coverage or any endorsement or rider at any time for any reason including but not necessarily limited to:

- a. non-Payment of premium by the Master Policyholder;
- b. 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.

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

**IX. 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 1-800-437-9209 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:



Troy E. Glover  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

**\$500,000**  
**TRAVEL ACCIDENT INSURANCE**  
Underwritten by AMEX Assurance Company  
Administrative Office, Green Bay, Wisconsin

**DESCRIPTION OF COVERAGE**

**DEFINITIONS**

**Accident** means a sudden, unexpected, or unintended event that occurs at a single, identifiable time, and place which causes Injury and shall also include exposure resulting from a mishap on a Common Carrier Conveyance in which the Covered Person is traveling.

**Additional Cardmember** means any individual who has received an American Express Card at the request of a Basic Cardmember for use in connection with the Basic Cardmember's American Express Card account.

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

**American Express Card** shall mean, unless otherwise specified, any of the Cards or accounts, depending on the type, that provide up to \$500,000 of coverage under Master Policy AX0948.

**Basic Cardmember** means any individual who has been issued one or more American Express Cards and who has an American Express Card account.

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

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

**Commutation** means travel between a person's residence, whether temporary or otherwise, and their routine place of daily employment.

**Company** means AMEX Assurance Company and its duly authorized agents.

**Covered Person** means the Basic Cardmember, each Additional Cardmember, and each of these Cardmember's spouses or Domestic Partners and dependent children under 23 years of age. All

Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia. All other persons are not Covered Persons under the Policy.

**Covered Trip** means a trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket or verification issued by the Common Carrier Conveyance, provided the Covered Person's Entire Fare for such trip on the Common Carrier Conveyance involved in the loss has been charged to a Basic or Additional Cardmember's eligible American Express Card account prior to any Injury.

**Domestic Partner** means a person of the same or opposite gender who either,

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

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

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

**Injury** means bodily injury which:

1. is caused by an Accident which occurs while the Covered Person’s insurance is in force under the Policy;
2. results in loss insured by the Policy; and
3. creates a loss due, directly or independently of all other causes, to such accidental bodily injury.

**Master Policy** means the Group Insurance Master Policy (AX0948 issued to American Express Travel Related Services Company, Inc.)

**Permanent Residence** means the Covered Person’s one primary dwelling place, where the Covered Person permanently resides.

**Policy** means the Master Policy and this Description of Coverage.

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

**You, Your** means the Additional Cardmember and the Basic Cardmember.

**BENEFIT AMOUNTS**

As a benefit of Cardmembership, the Covered Person will receive a benefit level of up to \$500,000 of coverage depending on the type of American Express Card account to which the Entire Fare for the Common Carrier Conveyance was charged for the Covered Trip.

<b>Table of Losses</b>	
Loss of life .....	\$500,000
<b><u>Dismemberment</u></b>	
Loss of both hands or both feet .....	\$500,000
Loss of one hand and one foot .....	\$500,000
Loss of entire sight of both eyes .....	\$500,000
Loss of entire sight of one eye and one hand or one foot .....	\$500,000
Loss of one hand or one foot .....	\$250,000
Loss of the entire sight of one eye .....	\$250,000

Loss, as used in the Table of Losses chart means:

1. with reference to hand or foot, the complete and permanent severance through or above the wrist or ankle joint; and
2. with reference to eye, the irrecoverable loss of the entire sight of such eye.

**\$500,000 MAXIMUM INDEMNITY PER COVERED PERSON**

In no event will multiple American Express Cards obligate the Company to pay for more than one loss sustained by any one individual Covered Person as a result of any one Accident. The Company’s obligation under the Policy will be determined according to the highest amount payable under the specific American

Express Card actually used to charge the Entire Fare of the Common Carrier Conveyance for the Covered Trip.

If the Covered Person is eligible for coverage under other policies underwritten by AMEX Assurance Company that also provide a benefit for accidental death and/or dismemberment, the maximum sum payable under all applicable policies for an accidental death and/or dismemberment loss is \$3,500,000. This maximum limit applies regardless of whether or not the Covered Person is required to enroll under the policy or is provided coverage as a benefit of Cardmembership. This does not preclude the Covered Person from receiving all entitled benefits other than accidental death and/or dismemberment benefits, up to the maximum limit disclosed under other AMEX Assurance Company policies.

**DESCRIPTION OF BENEFITS**

The Company will pay the applicable benefit amount as determined from the Table of Losses for the benefits listed below if a Covered Person suffers a loss from an Injury while coverage is in force under the Policy, but only if such loss occurs within 100 days after the date of the Accident which caused the Injury. Benefits will be paid for the greatest loss. In no event will the Company pay for more than one loss sustained by the Covered Person as the result of any one Accident.

**Common Carrier Benefit**

This benefit is payable if the Covered Person sustains accidental death or dismemberment as a result of an Accident which occurs while riding solely as a passenger in, or Boarding, or Alighting from, or being struck by a Common Carrier Conveyance on a Covered Trip.

**Exposure and Disappearance**

If the Covered Person is unavoidably exposed to the elements because of an Accident on a Covered Trip which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance, and if as a result of such exposure, the Covered Person suffers a loss for which benefits are otherwise payable under the Policy, such loss will be covered under the Policy.

If the Covered Person disappears because of an Accident on a Covered Trip which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance, and if the Covered Person’s body has not been found within 52 weeks after the date of such Accident, it will be presumed, subject to there being no evidence to the contrary, that the Covered

Person suffered loss of life as a result of Injury covered by the Policy.

### **COVERAGE REQUIREMENTS**

A Covered Person will be fully insured for benefits under the Policy while taking a Covered Trip on a Common Carrier Conveyance only when the Entire Fare has been charged to an American Express Card. Eligibility for coverage will remain in effect as long as the definition of a Covered Person is met.

### **EXCLUSIONS**

This Policy does not cover any loss caused or contributed to by, directly or indirectly, wholly or partially:

1. suicide or self-destruction or any attempt thereat, while sane or insane; intentionally self-inflicted Injury, suicide or any attempt thereat, while sane;
2. war or any act of war whether declared or undeclared; however, any act committed by an agent of any government, party, or faction engaged in war, hostilities, or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval or air forces) in the country where the Injury occurs shall not be deemed an act of war;
3. injury to which a contributory cause was the commission of or attempt to commit an illegal act by or on behalf of the Covered Person or his/her beneficiaries;
4. injury received while serving as an operator or crew member of any conveyance;
5. injury received while driving, riding as a passenger in, boarding or alighting from a rental vehicle;
6. injury received during or as a result of Commutation; or
7. sickness, physical or mental infirmity, pregnancy, or any medical or surgical treatment for such conditions, unless treatment of the condition is required as the direct result of an Injury.

### **BENEFICIARY**

The Basic Cardmember may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not Additional Cardmembers. An Additional Cardmember may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not also the Basic Cardmember, the Basic Cardmember's spouse or Domestic partner or children, or Additional Cardmembers.

No one else may designate or change a previously designated beneficiary. For such designation or

change to become effective, a written request, on a form satisfactory to the Company, must be filed with American Express. Such designation or change will take effect as of the date it was signed by the Covered Person, provided it has been received by American Express, but any payment of proceeds made by the Company prior to receipt of such designation or change shall fully discharge the Company to the extent of such payment.

### **CLAIM PROVISIONS**

#### **Notice of Claim**

Notice of claim must be given to AMEX Assurance Company, Claims Administrative Office, P.O. Box 19020, Green Bay, WI 54307-9020 within 30 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to the Company at its Administrative Office, or to any authorized agent of the Company, with information sufficient to identify the Covered Person shall be deemed notice to the Company.

#### **Proof of Loss**

Proof of Loss must describe both the Accident and the Injury, and the extent and type of loss. The Proof of Loss information must be provided on forms provided by the Company, as well as through additional means the claimant may use to present a claim, and may include specific additional documentation the Company may request, to include, but not limited to, proof of payment method for the Common Carrier Conveyance, medical records, and death certificate. The Company reserves the right to request all additional information it deems necessary in order to determine the claim is payable and will not consider that it has received completed Proof of Loss until the information it has requested is received.

#### **Payment of Claims**

Benefits for loss of life of a Covered Person will be paid to the designated beneficiary. Benefits for all other losses sustained by a Covered Person will be paid to the Covered Person, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and the Covered Person has failed to specify the beneficiaries' respective interests, the designated beneficiaries shall share equally. If no beneficiary has been designated, or if the designated beneficiary does not survive the Covered Person, the benefits will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. spouse or Domestic Partner;
2. children, equally per stirpes; and

3. the estate.

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon any such affidavit shall fully discharge the Company from all obligations under the Policy unless, before such payment is made, the Company has received at its Administrative Office written notice of a valid claim by some other person. Any amount payable to a minor may be paid to the minor's legal guardian.

**TERMINATION or CANCELLATION**

Coverage will cease on the earliest of the following:

1. the date the Covered Person no longer maintains a Permanent Residence in the 50 United States of America, the District of Columbia;
2. the date We determine that the Covered Person or someone on the Covered Persons' behalf intentionally misrepresented or fraud occurred;
3. the date the Policy is cancelled;
4. the date the Basic Cardmember's account ceases to remain current and in good standing; or
5. the date the Plan is not available in the location where the Covered Person maintains 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.

**GENERAL PROVISIONS**

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



Troy E. Glover  
President  
AMEX Assurance Company

**Entire Contract; Representation; Changes**

The Description of Coverage, the Master Policy and any applications, endorsements or riders make up the entire contract. Any statement You make is a representation and not a warranty. The Description of Coverage may be changed at any time by written agreement between the Master Policyholder and Us. Only the President, Vice-President or Secretary of AMEX Assurance Company 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. The Description of Coverage may be changed at any time by providing notice to You. A copy of the Master Policy will be maintained and kept by the Master Policyholder and may be examined at any time.

**Fraud**

If any request for benefits under the Policy are 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.

**Legal Actions**

No legal action may be brought to recover against the Policy until 60 days after the Proof of Loss has been received by the Company. No such action may be brought after three years five years for Centurion Card, Business Centurion Card<sup>SM</sup> from OPEN: The Small Business Network<sup>SM</sup> and for residents of Arkansas; and ten years for residents of Missouri from the time Proof of Loss is required to be given.

**IMPORTANT ADDITIONAL INFORMATION**

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 1-800-437-9209, the number listed on the back of Your Card, or the number shown on Your Card statement

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



Mark W. Musser  
Secretary  
AMEX Assurance Company



**AMEX ASSURANCE COMPANY**  
Administrative Office Phoenix, Arizona

**ADMINISTRATIVE OFFICE ADDRESS CHANGE ENDORSEMENT**

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

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

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

All other terms of your certificate or policy remain unchanged.

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

MG-ADCHG-END2 04/10