

## Sample Guide to Benefits for American Express Card Member

### Trip Delay Insurance

#### Key Terms

Throughout this document, you and your refer to a **Card Member**. We, us, and our refer to New Hampshire Insurance Company, an AIG Company, New York, NY.

**Account Holder** means a person to whom an **Eligible Account** is issued and who holds the **Eligible Account** under his or her name.

**Administrator** means the individual, corporation or other entity appointed as the administrator of the plan. You may contact the **Administrator** if you have questions regarding this coverage or would like to make a claim.

**Authorized User** means a person who is recorded as an authorized user of an **Eligible Account** by the **Account Holder** and who is authorized by the **Account Holder** to make payments to the **Eligible Account**.

**Card Member** means the **Account Holder** or **Authorized User** of an **Eligible Account** in good standing who is a U.S. citizen or a legal resident of the U.S. or a U.S. territory, including the District of Columbia, American Samoa, Puerto Rico, Guam, the U.S. Virgin Islands, and the Northern Mariana Islands.

**Common Carrier** means any land, water, or air conveyance operating under a valid license for the transportation of passengers for hire and for which a ticket must be purchased prior to commencing travel. **Common Carrier** does not include taxis, limousine services, commuter rail or commuter bus lines, personal automobiles, or rental vehicles.

**Covered Card** means the American Express card linked to your **Eligible Account**.

**Covered Trip** means a period of round-trip travel to one or more destinations other than an **Eligible Traveler's** place of residence at the time of departure where: (1) The **Eligible Traveler** departs by **Common Carrier** to begin the period of round-trip travel; (2) the period of round-trip travel ends when the **Eligible Traveler** returns by **Common Carrier** to the place of departure; (3) the period of round-trip travel does not exceed three hundred sixty-five (365) days away from the **Eligible Traveler's** place of residence at the time of departure; and (4) the full amount of the **Eligible Traveler's** cost of transportation by **Common Carrier(s)** is charged to your **Covered Card**. The period of round-trip travel may consist of roundtrip, one-way, or combinations of roundtrip and one-way tickets with **Common Carrier(s)**.

**Domestic Partner** means a person who can provide documentation of registration of a Domestic Partner relationship with another person pursuant to a state, county, or municipal provision or who meets all of the following qualifications: (1) Has resided with his or her partner continuously for at least 12 months in a sole-partner relationship that is intended to be permanent; (2) is not married to any other person;

(3) is at least 18 years old; (4) is not related to his or her partner by blood closer than would bar marriage per state law; and (5) is financially interdependent with his or her partner as can be documented by copies of joint home ownership or lease, common bank accounts, credit cards, investments, or insurance.

**Eligible Account** means the account associated with a U.S. issued credit card, debit card, checking account, line of credit, loan, certificate of deposit or other account that is eligible for coverage under the **Group Policy**.

**Eligible Traveler** means you and your **Family Members** and **Traveling Companions** who purchase a **Covered Trip** to your **Covered Card**.

**Evidence of Coverage (EOC)** means the summary of benefits set forth below which describes the terms, conditions, limitations and exclusions of the coverage provided to you at no additional charge under the **Group Policy**. Representations or promises made by anyone that are not contained in the **Group Policy** are not part of your coverage. In the event the **EOC**, Key Terms, or Legal Disclosures of this Guide to Benefits conflict with the provisions of the **Group Policy**, the terms of the **Group Policy** govern your coverage.

**Family Member** means a spouse, **Domestic Partner**, or unmarried dependent child up to age 19 (or under age twenty-six (26) if a full time student at an accredited college or university).

**Group Policy** means the Trip Delay Insurance Policy that New Hampshire Insurance Company, an AIG Company, issued to American Express Travel Related Services, Inc., which is the subject of this Guide to Benefits.

**Immediate Family Member** means an **Eligible Traveler** or **Traveling Companion's** spouse, Domestic Partner, children, stepchildren, grandchildren, parents, stepparents, siblings, step-siblings, nieces, nephews, grandparents, parent-in-law, sibling-in-law, grandparent-in-law, son-in-law, and daughter-in-law.

**Terrorist Action** means an act of violence by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government, that is deemed terrorism by the United States Government, other than civil disorder or riot, and is not an act of war, declared or undeclared, and results in loss of life or major damage to property.

**Traveling Companion** means an individual who has made advanced arrangements with you or your **Family Members** to travel together for all or part of a **Covered Trip**.

### **Evidence of Coverage**

Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear in bold. This **EOC** is subject to the Legal Disclosures set forth below.

#### **A. To get coverage:**

You must charge the full amount of a **Covered Trip** to your **Covered Card** or in combination with your **Covered Card** and accumulated points on your **Eligible Account** or redeemable certificates, vouchers, coupons, or discounts awarded from a frequent flyer program or similar program.

#### **B. Covered Losses:**

**Covered Losses** include **Covered Trip** delays that result from the following:

1. Inclement weather, which prevents a reasonable and prudent person from traveling or continuing on a **Covered Trip** (e.g. severe weather that delays the scheduled arrival or departure of a **Common Carrier**);
2. **Terrorist Action** or hijacking which causes the Common Carrier to cancel or change the travel arrangements for a **Covered Trip**;
3. A **Common Carrier's** equipment failure, as documented by the **Common Carrier**; or
4. Lost or stolen passports or travel documents.

#### **C. The kind of coverage you receive:**

##### **Trip Delay Insurance**

Coverage is provided that reimburses an **Eligible Traveler** for reasonable additional expenses (including but not limited to meals, lodging, toiletries, medication, and other personal use items) incurred for a **Covered Trip** that is delayed more than six (6) hours, if the **Covered Trip** delay is caused by a **Covered Loss**

#### **D. Term of Coverage:**

Coverage begins on the date the **Covered Trip** was purchased and ends immediately at the time the **Covered Trip** is completed.

An **Eligible Traveler's** coverage terminates on any of the following dates: The date the **Eligible Traveler** is no longer eligible to participate; the date the **Covered Card** is determined to be ineligible by the policyholder; the date the policyholder ceases to pay premium on the **Group Policy**; or the date the **Group Policy** is terminated.

#### **E. Coverage Limitations:**

Coverage is limited as follows:

- \$500 per **Covered Trip**; and
- 2 claims per **Covered Card** per 12 consecutive month period.

Coverage is secondary to and in excess of any other applicable insurance or benefit available to the **Eligible Traveler** including benefits provided by the **Common Carrier**, such as exchanged tickets, drop in

ticket prices, goodwill payments, refunds, credits, or vouchers. In no event will this coverage apply as contributing insurance. This “noncontribution” clause will take precedence over the “noncontribution” clauses found in other insurance or indemnity language. Coverage is not available in states where prohibited.

#### **D. What is NOT covered:**

No coverage is provided for:

- Covered Losses that are made public or known to the **Eligible Traveler** prior to the departure for the **Covered Trip**.
- An **Eligible Traveler’s** expenses paid prior to the **Covered Trip**.
- Loss due to intentional acts by the **Eligible Traveler**.
- Any expenses that are not authorized and reimbursable by the **Eligible Traveler’s** employer if the **Eligible Traveler** makes the purchases with a commercial card.

#### **E. How to file a claim:**

**Notification of Claims:** You must notify the **Administrator** of your claim within sixty (60) days of the **Covered Loss** or the claim may not be honored.

**Claim Forms:** Upon receipt of notice of your claim, we will furnish you with such instructions as are usually furnished by us for filing proof of loss.

**Proof of Loss:** You must furnish written proof of loss to us within 180 days after the date of your loss. Failure to file such proof within the time required will not invalidate or reduce your claim if it was not reasonably possible to give proof within such time, provided you furnish such proof 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. Required documentation may include the following:

- A statement from the **Common Carrier** that the **Covered Trip** was delayed;
- Your charge receipt;
- Copies of your **Common Carrier** tickets;
- Receipts for travel expenses; and
- Any other information that may be reasonably requested by us to support your claim.

#### **Legal Disclosure**

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

Benefits are provided to you, the **Card Member**, at no additional charge.

The insurance benefits are provided under the **Group Policy** issued by New Hampshire Insurance Company, an AIG company. This Guide to Benefits is a summary of benefits provided to you. The attached Key Terms and **EOC** are governed by the **Group Policy**.

**Effective date of benefits:** This Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and we reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

**Cancellation:** The Policyholder may cancel these benefits at any time or choose not to renew the insurance coverage for all **Covered Cards**. If the Policyholder cancels these benefits, you will be notified in advance. If we terminate, cancel, or choose not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any eligible coverage that attaches prior to the date of such termination, cancellation, or non-renewal, subject to the terms and conditions of coverage.

**Benefits to you:** These benefits apply only to U.S. issued **Covered Cards**. No person or entity other than the **Eligible Traveler** shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your **Covered Card** is suspended or cancelled, subject to the terms and conditions of coverage.

**Legal Actions:** No action at law or in equity may be brought to recover under the **Group Policy** prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the **Group Policy**. No such action may be brought after the expiration of two (2) years from the time written proof of loss is required to be furnished.

**Transfer of rights or benefits:** The **Group Policy** is not assignable, but the benefits may be assigned.

**Intentional Misrepresentation and Fraud:** If any request for benefits made under the **Group Policy** is determined to be fraudulent, or if any fraudulent means or devices are used by you or anyone qualifying as an insured to obtain benefits under the **Group Policy**, all benefits will be forfeited. No coverage is provided if you or anyone qualifying as an insured does the following: (1) Conceals or misrepresents any fact upon which we rely, if the concealment or misrepresentation is material and is made with the intent to deceive; or (2) conceals or misrepresents any fact that contributes to the loss.

**Due Diligence:** The **Eligible Traveler** must exercise or perform all vigilant activity, attentiveness, and care that would be exercised or performed by a reasonable and prudent person in the same or similar circumstances to avoid, diminish, or reduce any loss or damage insured under the **Group Policy**.

**Subrogation:** If payment is made under these benefits, we are entitled to recover such amounts, to the extent of our payments, from other parties or persons. Any party or person who receives payment under these benefits must transfer to us his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them.

**Other Limitation:** Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. **Receipt and/or possession of this Guide to Benefits does not guarantee coverage or coverage availability.**

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the **Group Policy**, the **Group Policy** shall control. Provision of services is subject to availability and applicable legal restrictions.

**Washington Residents:** For Washington residents only, **Evidence of Coverage (EOC)** means the section of this Guide to Benefits that describes the terms, conditions, and exclusions of your coverage. The **EOC**, Key Terms, and Legal Disclosures are the entire agreement between you and us. Representations or promises made by anyone that are not contained in the **EOC**, Key Terms, or Legal Disclosures are not part of your coverage. In case of a conflict between this Guide to Benefits and the **Group Policy**, the Guide to Benefits shall control.

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