

**North America Car Rental Loss & Damage Insurance:** Provides coverage in excess of other insurance against damage to or loss of a rental vehicle. Coverage applies when the entire rental fee is charged to your Card Account.

855 231-2867; fax: 855 830-3728

Available 8 am – 8 pm EST Monday through Friday

8 am – 12 noon EST Saturdays

All other times, including holidays, a telephone call-in service is provided

Terms and Conditions

### Summary of Coverage

**Definitions You Should Know:** **Insured:** Insured means a Cardmember who charges the entire cost of a Rented Automobile using his/her Card Account. **Cardmember:** Cardmember means a holder of a Standard ELAN Travel American Express® Card (BIN 372511), Standard ELAN Cash American Express® Card (BIN 372512), US Bank FlexPerks Travel American Express® Card (BIN 372510), US Bank FlexPerks Select American Express® Card (BIN 372515), US Bank Cash 365 American Express® Card (BIN 379529), US Bank Cash 365 American Express® Card (BIN 379531), and FlexPerks Gold American Express® Card (BIN 379530) whose name is embossed, printed or otherwise affixed on a Card, or who has entered into an agreement with US Bank for the extension of credit to be used to purchase goods and services from merchants participating on the American Express network. **Card:** Card means a U.S Bank Cash 365 American Express Card. **Rented Automobile:** Rented Automobile means a four-wheeled private passenger type motor vehicle or a mini-van manufactured and designed to transport a maximum of seven passengers and used exclusively to carry passengers. A Rented Automobile must be designed for travel on public roads and rented from a licensed rental agency. Off-road, antique or limited-edition vehicles are excluded, as are trucks, recreational vehicles, campers, pickup trucks and minibuses. **Damage or Loss:** Damage or Loss means direct and accidental loss to a Rented Automobile. **Actual Cash Value:** Actual Cash Value means the cost to repair or replace the Damage or Loss to the Rented Automobile at the time of loss, less depreciation. **Licensed Rental Agency:** Licensed Rental Agency means a commercial automobile rental company licensed under the laws of the applicable jurisdiction. **Excess Coverage:** Excess Coverage means that the Insured will be reimbursed only for losses/expenses not covered by other plans or programs, such as a partial collision damage waiver, any personal auto insurance, employer's auto insurance or reimbursement plan or other sources of insurance. When these other plans apply, an Insured must first seek payment or reimbursement from such plans, and receive a determination based on the stated terms of such other plans, that any such plans do not provide complete coverage, prior to such time as the Insured can be reimbursed through Excess Coverage.

**The Plan.** As an eligible Insured, you may receive reimbursement for repair or replacement of the Rented Automobile as a result of Damage or Loss to the Rented Automobile anywhere in the United States & Canada. Reimbursement will be on an Actual Cash Value basis, for loss for which the Insured is responsible. Coverage applies provided the entire rental fee for Rented Automobile, less redeemable certificates,

vouchers, coupons, frequent flier points or rewards points has been charged or debited to an Insured Account. Coverage also applies when the entire rental fee is paid for by frequent flyer points or rewards points provided that all of the points were accumulated on the covered Card Account.

**Eligibility.** This Damage or Loss protection is provided to you, as an Insured, automatically when, and only when, the entire rental fee for the Rented Automobile is charged to your Card Account, provided however, you reject, at the time of rental, any coverage against Damage or Loss available from the Rental Agency. It is not necessary for you to notify US Bank, the Claim Administrator or the Federal Insurance Company (the “Company”) at the time the rental fee is charged to your Card.

**The Cost.** This coverage is provided at no additional cost to eligible Insureds under the Master Policy #9907-42-39 issued to American Express Travel Related Services Company, Inc., by Federal Insurance Company (the “Company”).

**Length of Coverage.** The coverage period will not exceed thirty-one (31) consecutive days.

**Amount of Insurance.** The Company’s liability will be for a maximum reimbursement of \$50,000 per rental. From the amount of reimbursement due the Insured, the amount of any valid and collectible insurance will be deducted. In no event will the Company be liable beyond the amounts actually paid by the Insured. The insured must file a claim with their primary insurance as this policy is Excess Coverage.

**Exclusions.** Coverage does not apply to Damage or Loss resulting from the following: • Any dishonest, fraudulent or criminal act of the Insured. • Forgery by the Insured. • Damage or Loss due to war or confiscation by authorities. • Damage or Loss due to nuclear reaction or radioactive contamination. • The Insured being intoxicated, as defined by the laws of the jurisdiction where the loss occurred, or under the influence of any narcotic unless prescribed by a physician. • Intentional damage to the Rented Automobile by the Insured. • Damage or Loss which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage results from a theft covered by the plan. • Damage or Loss to tires unless damaged by fire, malicious mischief or vandalism, or stolen, or unless the damage or loss be coincident with a covered loss. • Use of the Rented Automobile to carry passengers and property for hire. • Use of the Rented Automobile in tests, races or contests. • Use of the Rented Automobile by a person other than the one authorized to operate the Rented Automobile by the terms of the Rental Agreement. • The Rented Automobile being operated or located in any territory prohibited by the terms of the rental agreement. • Loss of use of the Rented Automobile.

**Vehicles NOT covered.** • Trucks, recreational vehicles, campers, pickup trucks and mini-buses. • Limited-edition motor vehicles which are defined as high-value, exotic, high-performance or collector- type vehicles. • High-value motor vehicles which are defined as motor vehicles whose replacement value exceeds \$50,000. • Antique motor

vehicles which are defined as any vehicle over 25 years old, or any vehicle which has not been manufactured for 10 years or more.

**Effective Date.** This plan is effective on the date your card account becomes eligible and expires when the Master Policy #9907-42-39 terminates (in which case you will be notified by US Bank), or on the date you no longer qualify as an eligible Insured (i.e., on the date your Card account terminates or ceases to be in good standing), or on the expiration date of the applicable coverage period for the Insured, whichever occurs first.

**Misrepresentation and Fraud.** Coverage of the Insured will be void if, at any time, the Insured has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or the interest of the Insured herein, or in case of any fraud or false swearing by the Insured relating thereto.

**Claim Procedure.** The Insured must send the Company written notice of a claim, including the Insured's name and policy number, within 45 days after Damage or Loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. In addition, the Insured must send the following information to the Company or its authorized representative: • A copy of the Card account statement showing the charge for the Rented Automobile. • A copy of the automobile rental agreement. • A copy of the police report pertaining to Damage or Loss. • A copy of the initial claim report submitted to the automobile Rental Agency. • A copy of the paid claim presented by the automobile Rental Agency for the Damage or Loss for which the Insured is responsible. • Proof of submission of the Damage or Loss to and the results of any settlement or denial by the applicable insurance carrier(s). • If no other insurance is applicable, a notarized statement from the Insured to that effect.

**To File a Claim.** To obtain a claim form contact the Claim Administrator, Crawford and Company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Crawford and Company, P.O. Box 4090, Atlanta, GA 30302, Phone Number 855-231-2867 Fax Number 855-830-3728.

**For Insureds Who are New York State Residents.** To the extent that this plan provides insurance against damage to a rented motor vehicle, the following additional terms and conditions apply: (1) The period of insurance coverage will not exceed thirty-one (31) consecutive days; (2) The insurance provided by this plan will be Excess Coverage over any other valid and collectible insurance covering the rented motor vehicle. However, the insurance provided under this plan may be primary if specifically provided for under the terms of this plan and if the following criteria are met: (a) The motor vehicle is rented for use outside the United States, its territories and possessions; and (b) The motor vehicle is rented without a driver. All other terms and conditions which do not conflict with this paragraph continue to apply.

Coverage is underwritten by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies. 15 Mountain View Road, PO Box 1615, Warren, NJ 07061-1615.

As a handy reference guide, please read this document and keep it in a safe place with your other insurance documents. This Summary of Coverage is not a contract of Insurance but is simply an informative statement to eligible Insureds of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of insurance are contained in Master Policy #9907-42-39, Excess Loss Damage Waiver on file with American Express Travel Related Services Company, Inc., and available from U.S. Bank. The benefits of the Policy providing your coverage are governed primarily by the law of a state other than Florida. If this plan does not conform to your state statutes, it will be amended to comply with such laws. If a statement in this Summary of Coverage and any provision in the Policy differ, the Policy will govern.