

Identity Theft Insurance Program
Provided to Card Members at no extra cost by

American Express Travel-Related Services Company, Inc.
Policy #9907-42-37

Description of Coverage

THE PLAN: As a Card member, you will be insured against the benefits provided below.

ELIGIBILITY: This insurance plan is provided to Standard ELAN Travel American Express (BIN 372511), US Bank FlexPerks Travel American Express (BIN 372510) and US Bank FlexPerks Gold American Express Card (BIN 379530) Card Members.

THE COST: This insurance plan is provided at no additional cost to eligible US Bank American Express Card members. US Bank pays the full cost of the insurance.

THE BENEFITS:

Identity Theft Expense Reimbursement

We will reimburse Identity Theft Expenses up to \$2,500 if an Insured Person incurs Identity Theft Expenses as the result of an Identity Theft Occurrence.

A deductible of \$0.00 will be deducted from any Benefit Amount for Identity Theft Expenses that We pay. The deductible applies separately to each Insured Person and to each Identity Theft Occurrence.

We will also reimburse up to \$2,000 an Insured Person's legal obligation for Credit Card Forgery and Counterfeiting if the Credit Card Forgery and Counterfeiting is a result of an Identity Theft Occurrence.

The Identity Theft Benefit Amount is excess over any other insurance or indemnity available to the Insured Person.

ACCOUNT AGGREGATE LIMIT OF INSURANCE: If more than one Insured Person insured under the same Account suffers a Loss in the same Occurrence, then we will not pay more than two times the applicable benefit amount (the aggregate limit of insurance). If an Occurrence results in benefit amounts becoming payable, which when totaled, exceed two times the applicable benefit amount, then the Account Aggregate Limit of Insurance will be divided proportionally among the Insured Persons, based on each applicable benefit amount.

POLICY AGGREGATE LIMIT OF INSURANCE: If more than one (1) insured person suffers a Loss in the same Occurrence, then we will not pay more than \$250,000. If an Occurrence results in Benefit Amounts becoming payable, which when totaled, exceed \$250,000 then the Policy Aggregate Limit of Insurance will be divided proportionally among all Insured Persons, based on each applicable benefit amount.

DEFINITIONS:

Account means Credit Card accounts, Debit Card accounts, central billed accounts, checking accounts and savings accounts as set forth in the policy.

Accountholder means any individual who is named on an open and active account with the policyholder. **Cardholder** or **Cardmember** means an individual who is named on the account card issued by the policyholder.

Credit Card Forgery and Counterfeiting means theft, forgery or counterfeiting of a credit card or bank card issued to an Insured Person; or theft of a credit card number or bank card number issued to an Insured Person when used electronically, including on the internet.

Dependent Child means the Primary Insured Person's unmarried child from the moment of birth, including a natural child, grandchild, stepchild or adopted child from the date of placement with the Primary Insured Person. The Dependent Child must be primarily dependent upon such Primary Insured Person for maintenance and support, and must be under the age of nineteen (19); under the age of twenty-five (25) if enrolled as a full-time student at an Institution of Higher Learning; or classified as an Incapacitated Dependent Child.

Domestic Partner means a person designated in writing by the Primary Insured Person who is at least 18 years of age and competent to enter into a contract; is not related to the Primary Insured Person by blood; has exclusively lived with the Primary Insured Person for at least twelve (12) consecutive months prior to the date of enrollment; is not legally married or separated; is registered as a Domestic Partner or has an affidavit of domestic partnership; and as of the date of enrollment, has with the Primary Insured Person at least two (2) of the following financial arrangements: a) a joint mortgage or lease; b) a joint bank account; c) joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease; or d) a joint credit card account with a financial institution. Neither the Primary Insured Person nor the Domestic Partner can be married to, nor in a civil union with, anyone else.

Identity Theft means the act of knowingly transferring or using, without lawful authority, an Insured Person's means of identity which constitutes a violation of federal law or a crime under any applicable state or local law.

Identity Theft Expenses means: the costs for notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors, and credit agencies; the costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies; the loan application fees for reapplying for loan(s) due to rejection of the original application because the lender received incorrect credit information; the telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies; earnings lost by an Insured Person as a result of days off from work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants or legal counsel, up to a maximum of five (5) days; the Reasonable and Customary Charge for an attorney incurred for a) the defense of an Insured Person against any suit by businesses or their collection agencies, b) the removal of any criminal or civil judgments wrongly entered against an Insured Person and c) any challenge to the information in an Insured Person's consumer credit report.

Identity Theft Occurrence means any act or series of acts of Identity Theft by a person or group. The Identity Theft Occurrence must occur while the policy is in force and be confirmed in writing by a police report in the jurisdiction where the Occurrence occurs. **Loss** means Identity Theft Occurrence.

Lost Salary means the Insured Person's regular wages that are forfeited due to the Insured Person's absence from work during the sixty (60) days immediately following an Occurrence. Regular wages do not include overtime or incentive payments.

Occurrence means Identity Theft Occurrence.

Reasonable and Customary Charge means the lesser of: 1) the usual charge made by Physicians, other health care providers or attorneys for a given service or supply; or

2) the charge We reasonably determine to be the prevailing charge made by Physicians, other health care providers or attorneys for a given service or supply in the geographical area where it is furnished.

Spouse means the Insured Person's husband or wife who is recognized as such by the laws of the jurisdiction in which the Primary Insured Person resides.

War means hostilities following a formal declaration of war by a governmental authority; in the absence of a formal declaration of War by a governmental authority armed, open and continuous hostilities between two countries; or armed, open and continuous hostilities between two factions, each in control of territory, or claiming jurisdiction over the geographic area of hostility.

We, Us and Our means Federal Insurance Company.

EXCLUSIONS: This insurance does not cover:

- Any Loss caused by an Insured Person; an Insured Person's Immediate Family Member; an Insured Person's estranged spouse; an Insured Person's Immediate Family Member's estranged spouse; any person who lives with the Insured Person or who ever lived with an Insured Person for six (6) months or more; a relative or guardian of an abducted child; or a civil authority.
- Any Loss caused by the Insured Person's or the Insured Person's Immediate Family Member's commission or attempted commission of any illegal act.
- Lost Salary if, immediately prior to the Occurrence, the Insured Person was receiving disability insurance, social security disability, unemployment compensation, or if the Insured Person was on personal or medical leave.
- Any Loss caused by the Insured Person's participation in military action while in active military service with the armed forces of any country or established international authority. (This exclusion does not apply to the first 60 days of active military service.)
- Any Loss when a) the United States of America has imposed any trade or economic sanctions prohibiting insurance of any Loss; or b) there is any other legal prohibition against providing insurance for any Loss.
- Any Loss caused by declared or undeclared war.

CLAIM NOTICE: Written claim notice must be given to us within 20 days after the occurrence of any Loss covered by the policy or as soon as reasonably possible. Failure to give notice within 20 days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

CLAIM FORMS: When we receive notice of a claim, we will send you forms for giving proof of Loss to us within 15 days. If you do not receive the forms, you should send us a written description of the Loss.

CLAIM PROOF OF LOSS: For claims involving disability, complete proof of Loss must be given to us within 30 days after commencement of the period for which we are liable. Subsequent written proof of the continuance of such disability must be given to us at intervals we may reasonably require. For all other claims, complete proof of Loss must be given to us within 90 days after the date of Loss, or as soon as reasonably possible. Failure to give complete proof of Loss within these time frames will not invalidate any otherwise valid claim if notice is given as soon as reasonably possible and in no event later than 1 year after the deadline to submit complete proof of Loss.

CLAIM PAYMENT: For benefits payable involving disability, we will pay you the applicable benefit amount no less frequently than monthly during the period for which we are liable, subject to our receipt of complete proof of Loss. For all other benefits, we will pay you or your beneficiary the applicable benefit amount within 60 days after we receive complete proof of Loss and you, the Policyholder and/or the beneficiary have complied with all the terms of the policy.

EFFECTIVE DATE: Your insurance becomes effective on the latest of: the effective date of the policy, the date on which you first meet the eligibility criteria as the Insured Person or the beginning of the period for which required premium is paid for you. Insurance for you automatically terminates on the earliest of: the termination date of the policy, the expiration of the period for which required premium has been paid for you, the date on which you no longer meets the eligibility criteria as the Insured Person or the date on which we pay out 100% of the principal sum.

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.

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained in the Master Policy 9907-42-37.



Plan Underwritten By
Federal Insurance Company
a member insurer of the
Chubb Group of Insurance Companies
15 Mountain View Road, P.O. Box 1615
Warren, NJ 07061-1615

Form No. PPI7000NY (Ed.11/04)