

**For residents of Puerto Rico, you can view your Description of Coverage on page 17.**

**For residents of The U. S. Virgin Islands, you can view your Description of Coverage on page 23.**

**If providing benefits under this policy would violate U.S. economic or trade sanctions, then the policy will be void.**

## **AMERICAN EXPRESS® CARD BAGGAGE INSURANCE PLAN DESCRIPTION OF COVERAGE**

Underwritten by AMEX Assurance Company  
Administrative Office, 480 Pilgrim Way, Green Bay, Wisconsin

The Baggage Insurance Plan provides benefits for a Covered Person's damaged, stolen or lost Baggage, whether checked or carry-on, when Common Carrier Conveyance tickets are purchased and charged to Your Account.

### **DEFINITIONS**

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

**Account** means Your American Express Card account.

**Alighting** means when a Covered Person is in the direct and immediate act of moving down, out, or off of a 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.

**Baggage** means each Covered Person's personal property, including travel bags and suitcases and their contents, which the Covered Person takes on a Covered Trip, whether to be carried on or checked with the Common Carrier Conveyance.

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

**Cardmember** means a person who has been issued a United States of America based proprietary American Express Card, whether as a Basic or Additional Cardmember, which is Current and in Good Standing, and who has a Permanent Residence in the

50 United States of America or the District of Columbia.

**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.

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

**Covered Person** means the Basic Cardmember, each Additional Cardmember, and each of these Cardmembers' 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 or 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 Loss.

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

**Domestic Partner** means persons 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.

**Loss** means damaged, stolen or lost Baggage.

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

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

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

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

**Policy** means the Group Insurance Master Policy (AX0400 issued to American Express Travel Related Services Company, Inc.).

**Replacement Cost** means the lesser of the cost to repair or replace Baggage with material or property of like kind and quality as a result of a Loss.

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

**You, Your** means the Cardmember.

## **DESCRIPTION OF BENEFITS**

We will pay a benefit to a Covered Person for a Loss up to the applicable limits and under the circumstances described below.

For New York State residents, there is a \$10,000 aggregate maximum limit for all Covered Persons per Covered Trip.

### **Carry-on and Checked Baggage Benefit**

We will pay a benefit for the Replacement Cost of carry-on Baggage up to a maximum of \$3,000 for each Covered Person on a Covered Trip.

We will pay a benefit for the Replacement Cost of checked Baggage up to a maximum of \$2,000 for each Covered Person on a Covered Trip. (Bicycles are covered when checked as Baggage with a Common Carrier Conveyance.)

If a Covered Person's Loss on a Covered Trip includes the Replacement Cost for both carry-on and checked Baggage, the benefit under this Plan is limited to a combined total of \$3,000.

A Covered Person is eligible for this benefit if the Loss occurs while the Covered Person is upon a Common Carrier's terminal premises designated for passenger use, but only when the Covered Person is upon such premises immediately before Boarding or immediately after Alighting from a Common Carrier Conveyance or while riding solely as a passenger in or Boarding or Alighting from a Common Carrier Conveyance while on a Covered Trip.

### **High-risk Items Benefit**

We will pay a maximum benefit of \$250, for each Covered Person on a Covered Trip for Loss of high risk items.

High-risk items include, but are not limited to:

1. jewelry;
2. sporting equipment;
3. photographic or electronic equipment; and
4. computers and audio/visual equipment.

### **Common Carrier Conveyance Benefit**

We will pay a benefit for the Replacement Cost, up to \$3,000, for each Covered Person on a Covered Trip, when a Common Carrier Conveyance ticket is purchased in advance of a Covered Trip, for Loss to Baggage while the Covered Person is riding solely as a passenger on a Common Carrier Conveyance when going directly to a Common Carrier's terminal for the purpose of Boarding a Common Carrier Conveyance or when leaving from a Common Carrier's terminal directly after Alighting from a Common Carrier Conveyance.

Coverage for all benefits under this Description of Benefits section is secondary to any other coverage, which is primary and provided by a Common Carrier Conveyance. Where other coverage is available to the Covered Person, Our benefit will be in excess of the amount payable under the other coverage. The combined payment from the Plan's coverage and other coverage shall not exceed Our Replacement Cost.

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

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

### **EXCLUSIONS**

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

1. war or any act of war, whether declared or undeclared;
2. any act by customs or other governmental authority whether involving Your consent or by confiscation or requisition (except the Transportation Security Administration);
3. defective workmanship, normal wear and tear and gradual deterioration;
4. any illegal act by or on behalf of the Covered Person.

For residents of Washington, the first paragraph of this section is removed and replaced with the following: We will not pay for Loss caused by any of the excluded events described below. Loss will be considered to have been caused by an excluded event if the occurrences of that event directly and solely results in Loss, or initiates a sequence of events that result in Loss, regardless of the nature of any intermediate or final event in that sequence.

### **Items Not Covered**

This Plan does not insure:

1. cash or its equivalent, notes, accounts, bills, currency, deeds, food stamps or evidences of debt or intangible property;
2. credit cards and other travel documents (including, but not limited to, passports and visas);
3. securities;
4. tickets and documents;
5. plants and animals;
6. automobiles and equipment;
7. motorcycles and motors;
8. aircraft, boats or other conveyances; or
9. property shipped as freight or shipped prior to the Covered Trip departure date.

### **CLAIMS PROVISIONS**

To claim a benefit which You believe is payable under this Plan, You 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 may contact Us by calling toll-free stateside 1-800-645-9700 or, if from overseas, by calling collect 1-303-273-6498. You may also write to Us at Baggage Insurance Plan, PO Box 683, Golden CO 80401.

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 it was provided as soon as reasonably possible. At the time You provide Us with Notice of Claim, We will assist You with Your Proof of Loss by providing You with instructions and with documents, which You must complete and return to Us. You are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process Your claim and determine if benefits are payable.

For residents of Missouri, no claim will be denied based upon Your failure to provide notice within such specified time, unless this failure operates to prejudice the right of the Company.

To insure prompt processing of Your claim, report any damaged, stolen or lost Baggage immediately following the Loss. Retain Your receipts and damaged property until the claim process is complete.

Claims for Loss of checked Baggage can be processed and paid only after the Common Carrier

Conveyance responsible for the Loss has settled the claim against it. If the Common Carrier Conveyance completely denies Your claim, there will be no reimbursement for the Loss under this Plan unless the sole reason for denial is the specific exclusion of a particular item under the Common Carrier Conveyance's contract of carriage.

Carry-on Baggage claims will be subject to payment on the basis of the Replacement Cost.

For checked Baggage, You must file a written report of the Loss with the Common Carrier Conveyance before leaving the terminal. For carry-on Baggage, You must file a written report of the Loss with a local law enforcement agency, if You suspect theft of Your Baggage.

#### **Proof of Loss**

Proof of Loss requires You to send Us all the information We request, at Your expense, in order that Your claim may be evaluated and that We may make a determination as to whether the claim may be paid. You must provide Us with satisfactory Proof of Loss within thirty (30) days (for residents of North Dakota sixty (60) days) (for residents of Oregon ninety (90) days) after We have provided You with instructions and claim forms in response to Your Notice of Claim or Your claim may be denied. Your Proof of Loss documentation may be mailed to Us at the same address provided above for mailing Your Notice of Claim. We reserve the right to request all the information We deem necessary to determine that Your claim is payable, and We will not consider that We have received complete Proof of Loss until the information We have requested is received.

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

1. a Baggage Insurance Plan Claim Form;
2. the American Express charge receipt for the Covered Trip;
3. for checked Baggage, the written report of the Loss filed with the Common Carrier Conveyance; and
4. for carry-on Baggage, the written report of the Loss filed with the appropriate authority or law enforcement agency, if You suspect theft of Your Baggage.

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

If all required documentation is not received within thirty (30) days (for residents of North Dakota sixty (60) days) (for residents of Oregon ninety (90) days)

of the date of the Loss (except for documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is Your responsibility to provide all required documentation We request.

You may be required to send in the damaged property at Your expense for further evaluation of Your claim. If requested, You must send in the damaged property within thirty (30) days (for residents of North Dakota sixty (60) days) (for residents of Oregon ninety (90) days) from the date of Our request in order to remain eligible for coverage.

#### **Payment of Claim**

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

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

Claims will be paid on the basis of the Replacement Cost of the covered property. If You are eligible to recover your Loss from other insurance sources, We will make a payment to You only to the extent Your Loss exceeds the amount paid from other insurance. The Company may, at its option, elect to repair or replace the covered property. If the Company elects to replace the property it will be of like kind and quality.

#### **TERMINATION OR CANCELLATION**

Coverage will cease on the earliest of the following:

1. the date You no longer maintain a Permanent Residence in the 50 United States of America or the District of Columbia;
2. the date We determine that You or someone on Your behalf intentionally misrepresented or fraud occurred;
3. the date the Policy or any benefit under the Policy is cancelled;
4. the date You terminate Your Account and are no longer a Cardmember or Your Account is cancelled by American Express;
5. the date Your Account ceases to remain Current and in Good Standing; or
6. the date the Plan is not available in the location where You maintain a Permanent Residence.

Termination or Cancellation of coverage will not prejudice any claim originating prior to termination

or cancellation subject to all other terms of the Policy.

The Company has the right to cancel the Policy at any time by sending a written notice at least sixty (60) days in advance to You at Your last known address. The notice will include the reason for cancellation.

## **GENERAL PROVISIONS**

### **Change of Permanent Residence**

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

### **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, 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. No agent or other person may change the Description of Coverage or waive any of its terms. This Description of Coverage may be changed at any time by providing notice to You. A copy of the Policy will be maintained and kept by the Master Policyholder and may be examined at any time.

### **Excess Coverage**

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

### **Fraud**

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

acting on Your behalf to obtain benefits, all benefits will be forfeited.

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

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

### **Legal Actions**

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after three (3) years (for residents of Arkansas five (5) years) (for residents of Missouri ten (10) years) (for residents of South Dakota six (6) years) from the time written Proof of Loss is required to be given.

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

### **Right of Recovery**

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

### **Subrogation**

In the event of any payment under this Plan, We shall be subrogated to the extent of such payment to all Your rights of recovery. You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or otherwise pursue subrogation rights in Your name. You shall do nothing to prejudice such subrogation rights.

We shall be entitled to a recovery as stated in these provisions only after You have been fully compensated for damages by another party.

For residents of Louisiana, the Right of Recovery, Subrogation and Excess Coverage sections are revised to reflect: If the Company makes any payment under this Policy and the Cardmember has the right to recover damages from another, the Company shall be subrogated to that right. However,

the Company's right to recover is subordinate to the Cardmember's right to be fully compensated.

may have previously received for the Baggage Insurance Plan.

**IMPORTANT ADDITIONAL INFORMATION FOR YOU**

This Description of Coverage replaces any other Description of Coverage under the Policy that You

**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

BIP-DOC-PLAT 07/07

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

**ADMINISTRATIVE OFFICE ADDRESS CHANGE ENDORSEMENT**

Effective May 26, 2009, your certificate or policy is amended to reflect that Amex Assurance Company's Administrative Office is changed to

MC: 080120  
20022 N. 31<sup>st</sup> Avenue  
Phoenix, AZ 85027

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

All other terms of your certificate or policy remain unchanged.



Troy E. Glover  
President



Mark W. Musser  
Secretary

**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-END1 06/09

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**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. 31<sup>st</sup> Avenue  
Phoenix, AZ 85027

P.O. Box 53701  
Phoenix, AZ 850727

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

P.O. Box 981553  
El Paso, TX 79998-9920

All other terms of your certificate or policy remain unchanged.



Troy E. Glover  
President



Mark W. Musser  
Secretary

**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-END3 04/10

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**Applicable for Residents of Arizona, Indiana and Texas**

The American Express Card Baggage Insurance Plan is governed by form numbers BIP-IND-PLAT 07/07 and BIP-IND-END1 10/08.

References to Description of Coverage and Master Policy throughout the above form have been changed to Policy.

The definitions of **Master Policyholder** and **Plan** are hereby removed.

The following definitions are added to the Definitions section.

**American Express® Card** means any credit or charge card bearing an American Express trademark or logo issued by American Express Travel Related Services Company, Inc. or its subsidiaries or affiliates or any of their licensees 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.

**Policy** as used throughout means this contract issued to the Cardmember providing the benefits described herein.

The following provision is added to the General Provisions section.

**Assignment**

No assignment will be acknowledged until it has been received by the Company. The Company does not make any acknowledgement of the effectiveness of an assignment or accept any responsibility for the validity or legality of any assignment.

In all other respects, the provisions and conditions of the Policy remain the same.

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**Applicable for Residents of the State of Alaska**

Paragraph two in the **Notice of Claim** provision is hereby removed in its entirety and replaced with the following which is added and made part of the Description of Coverage:

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 it was provided as soon as reasonably possible. At the time You provide Us with Notice of Claim, We will assist You with Your Proof of Loss by providing You with instructions and with documents, within 10 days of Your Notice of Claim, which You must complete and return to Us. You are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process Your claim and determine if benefits are payable.

The opening paragraph in the **Exclusion** section is hereby removed in its entirety and replaced with the following which is added and made part of the Description of Coverage:

These exclusions do not apply if the dominate cause of a loss is a risk or peril that is not otherwise excluded. Benefits are not payable if the loss for which coverage is sought was directly or wholly caused by:

The following paragraph is added the **Termination or Cancellation** section:

For cancellation of coverage due to intentional misrepresentation or fraud the Company will provide You a ten (10) day notice of such cancellation.

The **Excess Coverage** section is hereby removed in its entirety and replaced with the following which is added and made part of the Description of Coverage:

**Excess Coverage**

If any Loss under this Plan is insured under a Common Carrier Conveyance's policy, then this Plan shall cover such Loss, subject to its exclusions, conditions, provisions and other terms herein, only to the extent that the amount of such Loss is in excess of the amount of such other insurance which is payable or paid.

The **Legal Actions** section is hereby removed in its entirety and replaced with the following which is added and made part of the Description of Coverage:

**Legal Actions**

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

BIP-RDR1-AK 07/07

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**Applicable for Residents of the State of Arkansas**

**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) 645-9700.**

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



INSURANCE by contacting:

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

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**Applicable for Residents of the State of California**

**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) 645-9700.**

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

**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**

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**Applicable for Residents of the State of Colorado**

**AMENDATORY ENDORSEMENT  
BAGGAGE INSURANCE PLAN DESCRIPTION OF COVERAGE/POLICY/CERTIFICATE OF  
INSURANCE**

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

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

All definitions, terms and provisions within the Description of Coverage/Policy/Certificate of Insurance 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.

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

In Witness Whereof, We have caused this Endorsement to be signed by Our officers.



Troy E. Glover  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

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**Applicable for Residents of the State of Idaho**

**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) 645-9700.**

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

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)

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**Applicable for Residents of the State of Illinois**

This notice is to advise you that should any complaints arise regarding this insurance, you may contact the following:

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

Or

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

**Applicable for Residents of the State of Indiana**

Indiana Residents Only:

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

**AMEX Assurance Company  
800-645-9700**

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: 1-800-622-4461. In the Indianapolis Area 1-317-232-2395.

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

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**Applicable for Residents of the State of Kansas**

The **Legal Actions** section is hereby removed in its entirety and replaced with the following:

**Legal Actions**

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

BIP-RDR1-KS 07/07

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**Applicable for Residents of the State of Kentucky**

In the **Termination or Cancellation** section the following is removed:

The Company has the right to cancel the Policy 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.

And replaced with the following:

The Company has the right to cancel the Policy at any time by sending a written notice at least seventy-five (75) days in advance to You at Your last known address. The notice will include the reason for cancellation.

BIP-RDR1-KY 07/07

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**Applicable for Residents of the State of Louisiana**

The definition of Domestic Partner is hereby removed from the Definitions section of the Description of Coverage. Additionally all references to Domestic Partner are hereby removed from the Description of Coverage.

**In the Payment of Claim section the following is removed:**

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

And replaced with the following:

A claim for benefits provided by this Plan will be paid within 30 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.

BIP-RDR1-LA 07/07

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**Applicable for Residents of the State of Maryland**

In the Proof of Loss section the following is removed:

Proof of Loss requires You to send us all the information We request, at Your expense, in order that Your claim may be evaluated and that We may make a determination as to whether the claim may be paid.

And replaced with the following:

Proof of Loss requires You to send us all the information We request in order that Your claim may be evaluated and that We may make a determination as to whether the claim may be paid.

BIP-RDR1-MD 07/07

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**Applicable for Residents of the State of New York**

For Platinum and Centurion Cardmembers the **DESCRIPTION OF BENEFITS** section is amended as follows:

In the **Carry-on and Checked Baggage Benefit** section the following is removed:

We will pay a benefit for the Replacement Cost of carry-on Baggage up to a maximum of \$3,000 for each Covered Person on a Covered Trip.

And replaced with the following:

We will pay a benefit for the Replacement Cost of carry-on Baggage up to a maximum of \$2,000 for each Covered Person on a Covered Trip.

In the **Common Carrier Conveyance Benefit** section the following is removed:

We will pay a benefit for the Replacement Cost, up to \$3,000, for each Covered Person on a Covered Trip, when a Common Carrier Conveyance ticket is purchased in advance of a Covered Trip, for Loss to Baggage while the Covered Person is riding solely as a passenger on a Common Carrier Conveyance when going directly to a Common Carrier's terminal for the purpose of Boarding a Common Carrier Conveyance or when leaving from a Common Carrier's terminal directly after Alighting from a Common Carrier Conveyance.

And replaced with the following:

We will pay a benefit for the Replacement Cost, up to \$2,000, for each Covered Person on a Covered Trip, when a Common Carrier Conveyance ticket is purchased in advance of a Covered Trip, for Loss to Baggage while the Covered Person is riding solely as a passenger on a Common Carrier Conveyance when going directly to a Common Carrier's terminal for the purpose of Boarding a Common Carrier Conveyance or when leaving from a Common Carrier's terminal directly after Alighting from a Common Carrier Conveyance.

BIP-RDR1-NY 07/07

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**Applicable for Residents of the State of Oklahoma**

The following is added to your Description of Coverage:

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

BIP-RDR1-OK 07/07

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**Applicable for Residents of the State of Vermont**

All definitions, terms and provisions within the 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 laws and their families.

**The following sentence is added to the end of the Payment of Claim provision:**

The Company will make payment to You with ten (10) working days, unless a delay in payment is mandated under an order by a court or required by law.

BIP-RDR1-VT 07/07

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**Applicable for Residents of the State of Virginia**

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) 645-9700.

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.

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**Applicable for Residents of the State of Washington**

The definition of **Replacement Cost** is hereby removed and replaced with the following:

**Replacement Cost** means the lesser of the cost to repair or replace Baggage with new material or property of like kind and quality as a result of a Loss.

The **Entire Contract; Representation; Changes** provision is hereby deleted in its entirety and replaced with the following:

Entire Contract; Representation; Changes

This Description of Coverage, the Policy, and any applications, endorsements or riders make up the entire contract. Any statement You make is a representation and not 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. No agent or other person may change the Description of Coverage or waive any of its terms. This Description of Coverage may be changed at any time by providing notice to You. A copy of the Policy will be maintained and kept by the Master Policyholder and may be examined at any time. Any conflict with the terms of the Description of Coverage will be decided by looking at the intent of the Description of Coverage provided to You.

The **Fraud** provision is hereby deleted in its entirety and replaced with the following:

**Fraud**

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

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

3. intentionally 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
4. intentionally concealed or misrepresented any fact, if the fact misrepresented contributes to the loss.

The **Right of Recovery** provision is hereby deleted in its entirety and replaced with the following:

**Right of Recovery**

If We make a payment to You under this Plan and You recover an amount from another, equal to or less than Our payment, You shall hold in trust for Us the proceeds of the recovery and reimburse Us to the extent of Our payment. If Our payments exceed the maximum amount payable under the benefits of this Plan, We have the right to recover from You any amount exceeding the maximum amount payable. The Company's right to recover is subordinate to the Your right to be fully compensated.

BIP-RDR1-WA 07/07

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**Applicable for Residents of the State of Wisconsin**

The following is hereby removed from the **Notice of Claim** provision:

To insure prompt processing of Your claim, report any damaged, stolen or lost Baggage immediately following the Loss. Retain Your receipts and damaged property until the claim process is complete.

And replaced with the following:

To insure prompt processing of Your claim, report any damaged, stolen or lost Baggage following the Loss. Retain Your receipts and damaged property until the claim process is complete.

BIP-RDR1-WI 07/07

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**Applicable for Residents of the State of Wisconsin**

**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) 645-9700.**

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

Applicable for Residents of the State of Texas

<b>IMPORTANT NOTICE</b>	<b>AVISO IMPORTANTE</b>
<p><b>TO OBTAIN INFORMATION OR MAKE A COMPLAINT:</b></p> <p>You may call AMEX Assurance's toll-free telephone number for information or to make a complaint at:</p> <p style="text-align: center;"><b>1-800-645-9700</b></p> <p>You may also write to AMEX Assurance Company at:</p> <p style="text-align: center;">MC: 080120, 20022 N. 31<sup>st</sup> Avenue Phoenix, AZ 85027</p> <p>You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:</p> <p style="text-align: center;"><b>1-800-252-3439</b></p> <p>You may write the Texas Department of Insurance at:</p> <p style="text-align: center;">P.O. Box 149104 Austin, TX 78714-9104 Fax# (512) 490-1007 Web: <a href="http://www.tdi.texas.gov">http://www.tdi.texas.gov</a> E-mail: <a href="mailto:ConsumerProtection@tdi.texas.gov">ConsumerProtection@tdi.texas.gov</a></p> <p><b>PREMIUM OR CLAIM DISPUTES:</b> Should you have a dispute concerning your claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.</p> <p><b>ATTACH THIS NOTICE TO YOUR POLICY:</b> This notice is for information only and does not become a part or condition of the attached document.</p>	<p><b>PARA OBTENER INFORMACION O PARA SOMETER UNA QUEJA:</b></p> <p>Usted puede llamar al numero de telefono gratis de AMEX Assurance Company's para informacion o para someter una queja al:</p> <p style="text-align: center;"><b>1-800-645-9700</b></p> <p>Usted tambien puede escribir a AMEX Assurance Company:</p> <p style="text-align: center;">MC: 080120, 20022 N. 31<sup>st</sup> Avenue Phoenix, AZ 85027</p> <p>Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:</p> <p style="text-align: center;"><b>1-800-252-3439</b></p> <p>Puede escribir al Departamento de Seguros de Texas:</p> <p style="text-align: center;">P.O. Box 149104 Austin, TX 78714-9104 Fax# (512) 490-1007 Web: <a href="http://www.tdi.texas.gov">http://www.tdi.texas.gov</a> E-mail: <a href="mailto:ConsumerProtection@tdi.texas.gov">ConsumerProtection@tdi.texas.gov</a></p> <p><b>DISPUTAS SOBRE PRIMAS O RECLAMOS:</b> Si tiene una disputa concerniente a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)</p> <p><b>UNA ESTE AVISO A SU POLIZA:</b> Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.</p>

TX NOTICE



**For Puerto Rico residents only.**

## **AMERICAN EXPRESS® CARD BAGGAGE INSURANCE PLAN**

Underwritten by AMEX Assurance Company  
Mailing Address: P.O. Box 53701 Phoenix, AZ 85072-9872

### **DESCRIPTION OF COVERAGE**

The Baggage Insurance Plan provides benefits for a Covered Person's damaged, stolen or lost Baggage, whether checked or carry-on, when Common Carrier Conveyance tickets are purchased and charged to Your Account. This is an excess insurance plan and all benefits, except for those stated differently in the terms and conditions set forth below, will be paid on an excess reimbursement basis.

#### **DEFINITIONS**

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

**Account** means Your American Express Card account.

**Alighting** means when a Covered Person is in the direct and immediate act of moving down, out, or off of a 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 Membership Rewards® Points** means points in the Membership Rewards program, which is a program operated by American Express Travel Related Services Company, Inc. that permits enrolled Cardmembers to redeem their points for airline tickets, hotel stays and other rewards.

**Baggage** means each Covered Person's personal property, including travel bags and suitcases and their contents, which the Covered Person takes on a Covered Trip, whether to be carried on or checked with the Common Carrier Conveyance.

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

**Cardmember** means a person who has been issued a United States of America based proprietary American Express Card, whether as a Basic or Additional Cardmember, which is Current and in Good Standing, and who has a Permanent Residence in Puerto Rico.

**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.

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

**Covered Person** means the Basic Cardmember, each Additional Cardmember, and each of these Cardmembers' spouses or Domestic Partners and dependent children under 23 years of age. All Covered Persons must have a Permanent Residence in Puerto Rico. 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 Loss.

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

**Domestic Partner** means persons 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, except to the extent such Frequent Flyer Miles were acquired through a conversion of Membership Rewards points.

**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.

**Loss** means damaged (either broken, destructed or otherwise), stolen or lost Baggage, which has been registered with and while in custody of the Common Carrier in which the Cardmember is traveling in a Covered Trip.

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

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

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

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

**Replacement Cost** means the lesser of the cost to repair or replace Baggage with material or property of like kind and quality as a result of a Loss.

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

**You, Your** means the Cardmember.

#### **DESCRIPTION OF BENEFITS**

We will pay a benefit to a Covered Person for a Loss up to the applicable limits and under the circumstances described below.

#### **Carry-on and Checked Baggage Benefit**

We will pay a benefit for the Replacement Cost of carry-on Baggage up to a maximum of \$3,000 for each Covered Person on a Covered Trip.

We will pay a benefit for the Replacement Cost of checked Baggage up to a maximum of \$2,000 for each Covered Person on a Covered Trip. (Bicycles are covered when checked as Baggage with a Common Carrier Conveyance.)

If a Covered Person's Loss on a Covered Trip includes the Replacement Cost for both carry-on and checked Baggage, the benefit under this Plan is limited to a combined total of \$3,000.

A Covered Person is eligible for this benefit if the Loss occurs while the Covered Person is upon a Common Carrier's terminal premises designated for passenger use, but only when the Covered Person is upon such premises immediately before Boarding or immediately after Alighting from a Common Carrier Conveyance or while riding solely as a passenger in or Boarding or Alighting from a Common Carrier Conveyance while on a Covered Trip.

#### **High-risk Items Benefit**

We will pay a maximum benefit of \$250, for each Covered Person on a Covered Trip for Loss of high risk items. For the purpose of this Policy High-risk item means personal property of the Cardmember which has unique and particular characteristics, with a usually high actual cost and/or potential value. High-risk items include, but are not limited to:

1. jewelry;
2. sporting equipment;
3. photographic or electronic equipment; and
4. computers and audio/visual equipment.

#### **Common Carrier Conveyance Benefit**

We will pay a benefit for the Replacement Cost, up to \$3,000, for each Covered Person on a Covered Trip, when a Common Carrier Conveyance ticket is

purchased in advance of a Covered Trip, for Loss to Baggage while the Covered Person is riding solely as a passenger on a Common Carrier Conveyance 'when going directly to a Common Carrier's terminal for the purpose of Boarding a Common Carrier Conveyance or when leaving from a Common Carrier's terminal directly after Alighting from a Common Carrier Conveyance.

Coverage for all benefits under this Description of Benefits section is secondary to any other coverage, which is primary and provided by a Common Carrier Conveyance. If other insurance is available to You which provides the same or similar coverage as that provided by this Plan, this Plan becomes excess and We will pay only that portion of the Covered Incident benefit which is not reimbursed by other insurance up to Our limits as provided under the Description of Benefits section.

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

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

### **EXCLUSIONS**

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

1. war or any act of war, whether declared or undeclared;
2. any act by customs or other governmental authority whether involving Your consent or by confiscation or requisition (except the Transportation Security Administration);
3. defective workmanship, normal wear and tear and gradual deterioration;
4. any illegal act by or on behalf of the Covered Person.

### **Items Not Covered**

This Plan does not insure:

1. cash or its equivalent, notes, accounts, bills, currency, deeds, food stamps or evidences of debt or intangible property;
2. credit cards and other travel documents (including, but not limited to, passports and visas);
3. securities;
4. tickets and documents;
5. plants and animals;
6. automobiles and equipment;
7. motorcycles and motors;

8. aircraft, boats or other conveyances; or
9. property shipped as freight or shipped prior to the Covered Trip departure date.

### **CLAIMS PROVISIONS**

To claim a benefit which You believe is payable under this Plan, You 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 may contact Us by calling toll free 1-800-645-9700 or, if from overseas, by calling collect 1-303-273-6498. You may also write to Us at Baggage Insurance Plan, PO Box 683, Golden, CO 80401.

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 it was provided as soon as reasonably possible. At the time You provide Us with Notice of Claim, We will assist You with Your Proof of Loss by providing You with instructions and with documents, which You must complete and return to Us. You are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process Your claim and determine if benefits are payable.

To insure prompt processing of Your claim, report any damaged, stolen or lost Baggage immediately following the Loss. Retain Your receipts and damaged property until the claim process is complete.

Claims for Loss of checked Baggage can be processed and paid only after the Common Carrier Conveyance responsible for the Loss has settled the claim against it. If the Common Carrier Conveyance completely denies Your claim, there will be no reimbursement for the Loss under this Plan unless the sole reason for denial is the specific exclusion of a particular item under the Common Carrier Conveyance's contract of carriage. Examples of such items can include but are not limited to cameras or jewelry that the Common Carrier Conveyance specifically excludes from their contract of carriage.

Carry-on Baggage claims will be subject to payment on the basis of the Replacement Cost.

For checked Baggage, You must file a written report of the Loss with the Common Carrier Conveyance before leaving the terminal. For carry-on Baggage, You must file a written report of the Loss with a local

law enforcement agency, if You suspect theft of Your Baggage.

### **Proof of Loss**

Proof of Loss requires You to send Us all the information We request, at Your expense, in order that Your claim may be evaluated and that We may make a determination as to whether the claim may be paid. You must provide Us with satisfactory Proof of Loss within one year from the date of your Notice of Claim. Your Proof of Loss documentation may be mailed to Us at the same address provided above for mailing Your Notice of Claim. We reserve the right to request all the information We deem necessary to determine that Your claim is payable, and We will not consider that We have received complete Proof of Loss until the information We have requested is received.

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

1. a Baggage Insurance Plan Claim Form;
2. the American Express charge receipt for the Covered Trip;
3. for checked Baggage, the written report of the Loss filed with the Common Carrier Conveyance; and
4. for carry-on Baggage, the written report of the Loss filed with the appropriate authority or law enforcement agency, if You suspect theft of Your Baggage.

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

If all required documentation is not received within one year from the date of your Notice of Claim (except for documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is Your responsibility to provide all required documentation We request.

You may be required to send in the damaged property at Your expense for further evaluation of Your claim. If requested, You must send in the damaged property within one year from the date of Our request in order to remain eligible for coverage.

### **Payment of Claim**

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

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

Claims will be paid on the basis of the Replacement Cost of the covered property. If You are eligible to recover your Loss from other insurance sources, We will make a payment to You only to the extent Your Loss exceeds the amount paid from other insurance. The Company may, at its option, elect to repair or replace the covered property. If the Company elects to replace the property it will be of like kind and quality.

### **TERMINATION OR CANCELLATION**

Coverage will cease on the earliest of the following:

1. the date You no longer maintain a Permanent Residence in Puerto Rico; to the extent that the new Permanent Residence is in one of the 50 states of the United States of America or the District of Columbia, the Cardmember may be eligible for coverage under a separate plan provided by AMEX Assurance Company or another underwriter, the terms of which can be obtained by calling the toll free number on the back of your American Express Card.
2. the date We determine that You or someone on Your behalf intentionally misrepresented or fraud occurred;
3. the date the Policy or any benefit under the Policy is cancelled;
4. the date You terminate Your Account and are no longer a Cardmember or Your Account is cancelled by American Express;
5. the date Your Account ceases to remain Current and in Good Standing; or
6. the date the Plan is not available in the location where You maintain a Permanent Residence.

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

The Company can cancel this Master Policy for any reason including but not necessarily limited to: non-payment of premiums due to the Company by the Master Policyholder; high loss experience or; the Company decision to stop underwriting this kind of insurance program. The Cardmember has the right to know and/or request the grounds on which the Policy is cancelled. To that effect, the Company must provide sixty (60) days written notice prior to the date cancellation is effective, indicating in such

notice the reason for cancellation. If the Company cancels, the Master Policyholder must assist the Company in notifying Cardmembers of the date their insurance is cancelled.

### **Master Policyholder Cancellation**

The Master Policyholder may cancel the Master Policy by giving the Company written notice of what future date the Master Policy shall be cancelled. The Master Policyholder must notify Cardmembers of the date their coverage is cancelled or replaced. The Master Policyholder must provide to the Company sixty (60) days written notice and to the Cardmember thirty (30) days written notice prior to the date cancellation is effective.

## **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 Puerto Rico and Federal Law**

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

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

This Description of Coverage, the Policy, and any applications, endorsements or riders make up the entire contract. Any statement You make is a representation and not 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. No agent or other person may change the Description of Coverage or waive any of its terms. This Description of Coverage may be changed at any time. A copy of the Policy will be maintained and kept by the Master Policyholder and may be examined at any time.

### **Excess Coverage**

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

### **Fraud**

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

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

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

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.

### **Legal Actions**

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after three (3) 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 Puerto Rico, the limit is extended to meet the minimum time allowed by such law.

### **Right of Recovery**

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

### **Subrogation**

In the event of any payment under this Plan, We shall be subrogated to the extent of such payment to all Your rights of recovery. You shall execute all

papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or otherwise pursue subrogation rights in Your name. You shall do nothing to prejudice such subrogation rights.

We shall be entitled to a recovery as stated in these provisions only after You have been fully compensated for damages by another party.

**IMPORTANT ADDITIONAL INFORMATION FOR YOU**

IN WITNESS WHEREOF, We have caused this Description to be signed by Our offices:



Troy E. Glover  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

This Description of Coverage replaces any other Description of Coverage under the Policy that You may have previously received for the Baggage Insurance Plan.

The Cardmember can request a copy of the Master Policy by calling 1-800-645-9700.

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

BIP-DOC-PLAT-PR

**For The U.S. Virgin Islands residents only.**

**AMERICAN EXPRESS® CARD BAGGAGE INSURANCE PLAN**

Underwritten by AMEX Assurance Company  
Mailing Address: P.O. Box 53701 Phoenix, AZ 85072-9872

**DESCRIPTION OF COVERAGE**

The Baggage Insurance Plan provides benefits for a Covered Person's damaged, stolen or lost Baggage, whether checked or carry-on, when Common Carrier Conveyance tickets are purchased and charged to Your Account, subject to the terms and conditions set forth below.

**DEFINITIONS**

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

**Account** means Your American Express Card account.

**Alighting** means when a Covered Person is in the direct and immediate act of moving down, out, or off of a 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 Membership Rewards® Points** means points in the Membership Rewards program, which is a program operated by American Express Travel Related Services Company, Inc. that permits enrolled Cardmembers to redeem their points for airline tickets, hotel stays and other rewards.

**Baggage** means each Covered Person's personal property, including travel bags and suitcases and their contents, which the Covered Person takes on a Covered Trip, whether to be carried on or checked with the Common Carrier Conveyance.

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

**Cardmember** means a person who has been issued a United States of America based proprietary American Express Card, whether as a

Basic or Additional Cardmember, which is Current and in Good Standing, and who has a Permanent Residence in The United States Virgin Islands.

**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.

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

**Covered Person** means the Basic Cardmember, each Additional Cardmember, and each of these Cardmembers' spouses or Domestic Partners and dependent children under 23 years of age. All Covered Persons must have a Permanent Residence in The United States Virgin Islands. 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 Loss.

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

**Domestic Partner** means persons 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, except to the extent such Frequent Flyer Miles were acquired through a conversion of Membership Rewards points.

**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.

**Loss** means damaged (either broken, destructed or otherwise), stolen or lost Baggage, which has been registered with and while in custody of the Common Carrier in which the Cardmember is traveling in a Covered Trip.

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

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

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

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

**Replacement Cost** means the lesser of the cost to repair or replace Baggage with material or property of like kind and quality as a result of a Loss.

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

**You, Your** means the Cardmember.

#### **DESCRIPTION OF BENEFITS**

We will pay a benefit to a Covered Person for a Loss up to the applicable limits and under the circumstances described below.

#### **Carry-on and Checked Baggage Benefit**

We will pay a benefit for the Replacement Cost of carry-on Baggage up to a maximum of \$3,000 for each Covered Person on a Covered Trip.

We will pay a benefit for the Replacement Cost of checked Baggage up to a maximum of \$2,000 for each Covered Person on a Covered Trip. (Bicycles are covered when checked as Baggage with a Common Carrier Conveyance.)

If a Covered Person's Loss on a Covered Trip includes the Replacement Cost for both carry-on and checked Baggage, the benefit under this Plan is limited to a combined total of \$3,000.

A Covered Person is eligible for this benefit if the Loss occurs while the Covered Person is upon a Common Carrier's terminal premises designated for passenger use, but only when the Covered Person is upon such premises immediately before Boarding or immediately after Alighting from a Common Carrier Conveyance or while riding solely as a passenger in or Boarding or Alighting from a Common Carrier Conveyance while on a Covered Trip.

#### **High-risk Items Benefit**

We will pay a maximum benefit of \$250, for each Covered Person on a Covered Trip for Loss of high risk items. For the purpose of this Policy High-risk item means personal property of the Cardmember which has unique and particular characteristics, with a usually high actual cost and/or potential value. High-risk items include, but are not limited to:

1. jewelry;
2. sporting equipment;
3. photographic or electronic equipment; and
4. computers and audio/visual equipment.

#### **Common Carrier Conveyance Benefit**

We will pay a benefit for the Replacement Cost, up to \$3,000, for each Covered Person on a Covered Trip, when a Common Carrier Conveyance ticket is



purchased in advance of a Covered Trip, for Loss to Baggage while the Covered Person is riding solely as a passenger on a Common Carrier Conveyance 'when going directly to a Common Carrier's terminal for the purpose of Boarding a Common Carrier Conveyance or when leaving from a Common Carrier's terminal directly after Alighting from a Common Carrier Conveyance.

Coverage for all benefits under this Description of Benefits section is secondary to any other coverage, which is primary and provided by a Common Carrier Conveyance. If other insurance is available to You which provides the same or similar coverage as that provided by this Plan, this Plan becomes excess and We will pay only that portion of the Covered Incident benefit which is not reimbursed by other insurance up to Our limits as provided under the Description of Benefits section.

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

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

### **EXCLUSIONS**

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

1. war or any act of war, whether declared or undeclared;
2. any act by customs or other governmental authority whether involving Your consent or by confiscation or requisition (except the Transportation Security Administration);
3. defective workmanship, normal wear and tear and gradual deterioration;
4. any illegal act by or on behalf of the Covered Person.

### **Items Not Covered**

This Plan does not insure:

1. cash or its equivalent, notes, accounts, bills, currency, deeds, food stamps or evidences of debt or intangible property;
2. credit cards and other travel documents (including, but not limited to, passports and visas);
3. securities;
4. tickets and documents;
5. plants and animals;
6. automobiles and equipment;
7. motorcycles and motors;

8. aircraft, boats or other conveyances; or
9. property shipped as freight or shipped prior to the Covered Trip departure date.

### **CLAIMS PROVISIONS**

To claim a benefit which You believe is payable under this Plan, You 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 may contact Us by calling toll free [1-800-645-9700] or, if from overseas, by calling collect [1-303-273-6498]. You may also write to Us at [Baggage Insurance Plan, PO Box 683, Golden CO 80401.]

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 it was provided as soon as reasonably possible. At the time You provide Us with Notice of Claim, We will assist You with Your Proof of Loss by providing You with instructions and with documents, which You must complete and return to Us. You are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process Your claim and determine if benefits are payable.

To insure prompt processing of Your claim, report any damaged, stolen or lost Baggage immediately following the Loss. Retain Your receipts and damaged property until the claim process is complete.

Claims for Loss of checked Baggage can be processed and paid only after the Common Carrier Conveyance responsible for the Loss has settled the claim against it. If the Common Carrier Conveyance completely denies Your claim, there will be no reimbursement for the Loss under this Plan unless the sole reason for denial is the specific exclusion of a particular item under the Common Carrier Conveyance's contract of carriage. Examples of such items can include but are not limited to cameras or jewelry that the Common Carrier Conveyance specifically excludes from their contract of carriage.

Carry-on Baggage claims will be subject to payment on the basis of the Replacement Cost.

For checked Baggage, You must file a written report of the Loss with the Common Carrier Conveyance before leaving the terminal. For carry-on Baggage, You must file a written report of the Loss with a local

law enforcement agency, if You suspect theft of Your Baggage.

**Proof of Loss**

Proof of Loss requires You to send Us all the information We request, at Your expense, in order that Your claim may be evaluated and that We may make a determination as to whether the claim may be paid. You must provide Us with satisfactory Proof of Loss within one year from the date of your Notice of Claim. Your Proof of Loss documentation may be mailed to Us at the same address provided above for mailing Your Notice of Claim. We reserve the right to request all the information We deem necessary to determine that Your claim is payable, and We will not consider that We have received complete Proof of Loss until the information We have requested is received.

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

1. a Baggage Insurance Plan Claim Form;
2. the American Express charge receipt for the Covered Trip;
3. for checked Baggage, the written report of the Loss filed with the Common Carrier Conveyance; and
4. for carry-on Baggage, the written report of the Loss filed with the appropriate authority or law enforcement agency, if You suspect theft of Your Baggage.

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

If all required documentation is not received within one year from the date of your Notice of Claim (except for documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is Your responsibility to provide all required documentation We request.

You may be required to send in the damaged property at Your expense for further evaluation of Your claim. If requested, You must send in the damaged property within one year from the date of Our request in order to remain eligible for coverage.

**Payment of Claim**

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

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

Claims will be paid on the basis of the Replacement Cost of the covered property. If You are eligible to recover your Loss from other insurance sources, We will make a payment to You only to the extent Your Loss exceeds the amount paid from other insurance. The Company may, at its option, elect to repair or replace the covered property. If the Company elects to replace the property it will be of like kind and quality.

**TERMINATION OR CANCELLATION**

Coverage will cease on the earliest of the following:

1. the date You no longer maintain a Permanent Residence in The United States Virgin Islands; to the extent that the new Permanent Residence is in one of the 50 states of the United States of America or the District of Columbia, the Cardmember may be eligible for coverage under a separate plan provided by AMEX Assurance Company or another underwriter, the terms of which can be obtained by calling the toll free number on the back of your American Express Card.
2. the date We determine that You or someone on Your behalf intentionally misrepresented or fraud occurred;
3. the date the Policy or any benefit under the Policy is cancelled;
4. the date You terminate Your Account and are no longer a Cardmember or Your Account is cancelled by American Express;
5. the date Your Account ceases to remain Current and in Good Standing; or
6. the date the Plan is not available in the location where You maintain a Permanent Residence.

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

The Company can cancel this Master Policy for any reason including but not necessarily limited to: non-payment of premiums due to the Company by the Master Policyholder; high loss experience or; the Company decision to stop underwriting this kind of insurance program. The Cardmember has the right to know and/or request the grounds on which the Policy 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. If the Company cancels, the Master Policyholder must assist the Company in notifying Cardmembers of the date their insurance is cancelled.

#### **Master Policyholder Cancellation**

The Master Policyholder may cancel the Master Policy by giving the Company written notice of what future date the Master Policy shall be cancelled. The Master Policyholder must notify Cardmembers of the date their coverage is cancelled or replaced. The Master Policyholder must provide to the Company sixty (60) days written notice and to the Cardmember 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.

### **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 The United States Virgin Islands and Federal Law**

If a Plan provision does not conform to applicable provisions of The United States Virgin Islands or Federal law, the Plan is hereby amended to comply with such law.

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

This Description of Coverage, the Policy, and any applications, endorsements or riders make up the entire contract. Any statement You make is a representation and not 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 of North America may change or waive the provisions of the Description of Coverage. No agent or other person may change the Description of Coverage or waive any of its terms. This Description of Coverage may be changed at any time. A copy of the Policy will be maintained and kept by the Master Policyholder and may be examined at any time.

#### **Excess Coverage**

If any Loss under this Plan is insured under any other valid and collectible policy, then this Plan shall cover such Loss, subject to its exclusions, conditions, provisions and other terms herein, only to the extent

that the amount of such Loss is in excess of the amount of such other insurance which is payable or paid.

#### **Fraud**

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

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

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

#### **Legal Actions**

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after three (3) 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 United States Virgin Islands, the limit is extended to meet the minimum time allowed by such law.

#### **Right of Recovery**

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

#### **Subrogation**

In the event of any payment under this Plan, We shall be subrogated to the extent of such payment to all Your rights of recovery. You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or otherwise pursue subrogation rights in Your name. You shall do nothing to prejudice such subrogation rights.

We shall be entitled to a recovery as stated in these provisions only after You have been fully compensated for damages by another party.

**IMPORTANT ADDITIONAL INFORMATION FOR YOU**

This Description of Coverage replaces any other Description of Coverage under the Policy that You may have previously received for the Baggage Insurance Plan.

The Cardmember can request a copy of the Master Policy by calling 1-800-473-7346.

**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

BIP-DOC-PLAT-VI

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**Applicable for Residents of The United States Virgin Islands**

**AMEX ASSURANCE COMPANY**  
Mailing Address: P.O. Box 53701 Phoenix, AZ 85072-9872

**NOTICE OF CLAIM ADDRESS CHANGE ENDORSEMENT**

THIS ENDORSEMENT CHANGES YOUR DESCRIPTION OF COVERAGE/CERTIFICATE. PLEASE READ IT CAREFULLY. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

The section regarding **Notice of Claim** is amended to reflect AMEX Assurance Company's new claims address is:

**P.O. Box 981553  
El Paso, TX 79998-9920**

Notice of any claim you may have should be directed only to the above address for the following Descriptions of Coverage or Certificates:

- EW-DOC-CCSG1-VI
- EW-DOC-CCSG2-VI
- EW-DOC-OSBN2-VI
- EW-DOC-OSBN1-VI
- PP-DOC-OSBN1-VI
- PP-DOC-OSBN2-VI
- PP-DOC-CCSG1-VI
- PP-DOC-CCSG2-VI
- TAI-DOC-VI
- BIP-DOC-VI
- BIP-DOC-PLAT-VI

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