

# Guide to Benefits for American Express® Card Members

## Cell Phone Protection

Throughout this document, you and your refer to the **Eligible Person**. We, us, and our refer to New Hampshire Insurance Company, an AIG company, 1271 Avenue of the Americas, 37th Floor, New York, NY.

### Key Terms

**Administrator** means the individual, corporation or other entity appointed as the administrator of the plan.

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

**Cosmetic Damage** includes minor abrasions, scruffs, scrapes, dints, scratches, chips, and other superficial damages that do not fully break through, separate, or penetrate an **Eligible Cellular Wireless Telephone's** display screen or casing and do not impact the phone's functionality. **Cosmetic Damage** is not a **Cracked Screen**.

**Cracked Screen** includes a fracture, break, shatter, crack, or rupture to an **Eligible Cellular Wireless Telephone's** front display screen. A **Cracked Screen** is not **Cosmetic Damage**.

**Eligible Card Account** means all open and valid basic card member accounts in good standing with a **Card Member** of a U.S. issued American Express account as defined: Centurion, Platinum, Delta Reserve, Delta Platinum, Marriott Bonvoy Brilliant, Business Gold and Hilton Aspire Consumer for which the **Policyholder** has applied for enrollment.

**Eligible Cellular Wireless Telephones** means the cellular telephones associated with the primary line and additional or supplemental lines on the **Eligible Person's** monthly billing statement from a cellular provider for the billing cycle preceding the month in which the theft or damage occurred.

**Eligible Person** means a **Card Member** who charges the monthly bill for an **Eligible Cellular Wireless Telephone** to their **Eligible Card Account**. No person or entity other than the **Eligible Person(s)** described shall have any legal or equitable right, remedy or claim for the insurance proceeds arising out of this coverage.

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

**Group Policy** means the Cellular Protection Insurance Policy that New Hampshire Insurance Company issued to American Express Travel Related Services Company, Inc. and its Related Grantor Trust, which is the subject of this Guide to Benefits.

**Mysterious Disappearance** means the vanishing of an item in an unexplained manner where there is absence of evidence of a wrongful act by a person or persons.

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

**Stolen** means an **Eligible Cellular Wireless Telephone** that is taken by force and/or under duress or a loss which involves the disappearance of an **Eligible Cellular Wireless Telephone** from a known place under circumstances that would indicate the probability of theft and for which a police report was filed within forty-eight hours of the theft.

### Evidence of Coverage

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

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

You must charge your monthly **Eligible Cellular Wireless Telephone** bill to your **Eligible Card Account**. You are eligible for coverage the first day of the calendar month following the payment of your **Eligible Cellular Wireless Telephone** bill using your **Eligible Card Account**. If you pay an **Eligible Cellular Wireless Telephone** bill with your **Eligible Card Account** and fail to pay a subsequent bill using your **Eligible Card Account** in a particular month, your coverage period changes as follows:

1. Your coverage is suspended beginning the first day of the calendar month following the month of nonpayment to your **Eligible Card Account**; and
2. Your coverage resumes on the first day of the calendar month following the date of any future payment of your **Eligible Cellular Wireless Telephone** bill using your **Eligible Card Account**.

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

- Reimbursement for the actual cost to repair or replace a **Stolen** or damaged **Eligible Cellular Wireless Telephone**, including a **Cracked Screen**.
- Coverage ends on the earliest of: The date you no longer are a **Card Member**; the date the **Eligible Card Account** is determined to be ineligible by the **Policyholder**; the date the **Policyholder** ceases to pay premium on the **Group Policy**; the date the **Policyholder** ceases to participate in the **Group Policy**; or the date the **Group Policy** is terminated.

C. Coverage limitations: Coverage for a Stolen or damaged Eligible Cellular Wireless Telephone is subject to the terms, conditions, exclusions and limits of liability of this benefit. The maximum liability is \$ 800, per claim, per Eligible Card Account. Each claim is subject to a \$ 50 deductible. Coverage is limited to two (2) claims per Eligible Card Account per 12-month period. We will determine replacement cost/value at our sole discretion, and shall be liable only for the lesser of the following amounts: 1) The actual cost to repair or 2) Replacement value, up to \$800 per claim (after a \$50 deductible has first been applied to the cost to repair or replace).

Coverage is excess of any other applicable insurance or indemnity available to you. Coverage is limited only to those amounts not covered by any other insurance or indemnity. In no event will this coverage apply as contributing insurance. This "noncontribution" clause will take precedence over a similar clause found in other insurance or indemnity language.

#### **D. What is NOT covered:** The following items are excluded from coverage under the **Group Policy**:

- **Eligible Cellular Wireless Telephone** accessories other than the standard battery and standard antenna provided by the manufacturer;
- For Consumer card accounts only, **Eligible Cellular Wireless Telephones** purchased for resale or for professional or commercial use.
- **Eligible Cellular Wireless Telephones** that are lost or **Mysterious Disappearance**;
- **Eligible Cellular Wireless Telephones** under the care and control of a common carrier, including, but not limited to, the U.S. Postal Service, airplanes or delivery service;
- **Eligible Cellular Wireless Telephones** which have been rented, leased, borrowed or Cellular Wireless Telephones that are received as part of a pre-paid plan;
- **Cosmetic Damage** to the **Eligible Cellular Wireless Telephone**.
- Damage or theft resulting from abuse, intentional acts, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion or insurrection), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects or vermin;
- Damage or theft resulting from mis-delivery or voluntary parting from the **Eligible Cellular Wireless Telephone**;
- Replacement **Eligible Cellular Wireless Telephone(s)** purchased from anyone other than a cellular service provider's retail or internet store that has the ability to initiate activation with the cellular service provider;
- Taxes, delivery or transportation charges or any fees associated with the service provided; or
- Losses covered under a warranty issued by a manufacturer, distributor or seller.

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

• Call 1-833-784-1467 to open a claim. You must report the claim within 90 days of the loss, or as soon as reasonably possible, or the claim may not be honored. Upon receipt of a notice of claim, we will provide you with the necessary instructions for filing proof of loss. Written proof of loss must be submitted to our **Administrator** within 120 days of the loss or the claim may not be honored. Required documentation may include but is not limited to the following:

- Your **Eligible Card Account** statement reflecting the monthly **Eligible Cellular Wireless Telephone** payments for the month preceding the date the **Eligible Cellular Wireless Telephone** was **Stolen** or suffered damage;

- A copy of your current **Eligible Cellular Wireless Telephone** service provider's billing statement;
- A copy of the original **Eligible Cellular Wireless Telephone** purchase receipt or other sufficient proof of the **Eligible Cellular Wireless Telephone** model currently linked to the **Eligible Person's Eligible Cellular Wireless Telephone** account;
- A copy of the insurance claim to the **Eligible Person's** homeowner's, renter's or personal automobile insurance or any applicable cellular telephone insurance, or in the event that the claim amount is less than the **Eligible Person's** deductible, a copy of the policy's declarations page;
- If a claim is due to damage, a copy of the repair estimate and photos of the damage;
- If the claim is due to theft, a copy of the police report filed within 48 hours of the theft; and
- Any other documentation or information reasonably requested by us to support the claim.

## Legal Disclosure

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract. Benefits are provided to you, the **Card Member**, at no additional charge. The insurance benefits are provided under the **Group Policy** issued by New Hampshire Insurance Company, an AIG company. This Guide to Benefits is a summary of benefits provided to you. The attached Key Terms and **EOC** are governed by the **Group Policy**.

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

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

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

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

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

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

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

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

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

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

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