

# Purchase Protection Plan Documents

## Applicable to Purchases made on or after:

1/1/2020

**Contents**

[All States \(except below\), District of Columbia, and U.S. Territories](#) .....2 - 8

10/1/2020

**Contents**

[New York State](#) .....2 - 8

## Applicable to Purchases made between:

1/1/2020 and 9/30/2020

**Contents**

[New York State](#) .....9 - 15

To file a claim electronically for a qualifying event please visit us at [americanexpress.com/onlineclaim](https://americanexpress.com/onlineclaim).

For any coverage inquiries related to purchases made prior 1/1/2020 please refer to your Additional Card Benefits document delivered with your American Express Card.



# Purchase Protection Benefit Guide

This Benefit Guide describes the Purchase Protection benefits. Information in this Benefit Guide replaces any Purchase Protection benefits document You may have received previously for Your Additional Card Benefits as of the Effective Date listed in the Additional Terms section. *Read this Benefit Guide carefully.*

Capitalized and **bold** words that are not section headings have special meanings and are defined throughout this Benefit Guide.

Sometimes your favorite new purchase gets stolen or accidentally damaged. But when you use your **Eligible Card** for **Covered Purchases**, your Membership can help protect them for up to 90 days from the **Covered Purchase** date.

## Key Terms

You or Your means the **Card Member** who carries an **Eligible Card**.

We, Us, or Our means **American Express**.

**American Express** means American Express Travel Related Services Company, Inc., or its participating subsidiaries, affiliates or licensees.

**Card Member** means the authorized user of an **Eligible Card**.

**Claim** means a request of a **Card Member** or **Eligible Beneficiary** that We **Pay** for a **Covered Event**.

**Covered Event** means an unintentional event or occurrence that qualifies for benefit consideration.

**Eligible Beneficiary** means the **Card Member** or other intended beneficiary entitled to make a **Claim**.

**Eligible Card** means those card types designated as eligible for benefits by **American Express**.

**Pay** means a credit issued to the **Eligible Card** of the **Eligible Beneficiary**, or if that is not feasible, a payment by check to the **Eligible Beneficiary**.



## How to Activate Benefits

Coverage is activated each time a **Card Member** makes an **Eligible Payment** for a **Covered Purchase**.

### *What is an **Eligible Payment**?*

The amount of the one original worldwide charge to an **Eligible Card** for the purchase of a tangible item of property for personal or business use or as a gift.

### *Can rewards points be redeemed towards an **Eligible Payment**?*

Yes, purchases on **Eligible Cards** that are combined with **American Express Loyalty Programs**, such as Membership Rewards® points or Pay with Points, would qualify for benefits.

However, other **Loyalty Programs** (i.e. Non-American Express) DO NOT qualify on purchases redeemed in part or full towards the **Covered Purchase**.

### *What is a **Covered Purchase**?*

It is the tangible item of property purchased as a gift or personal or business use and charged to an **Eligible Card**.

## What is Covered?

Any **Covered Purchase** which experiences a **Purchase Protection Covered Event** during the **Purchase Protection Coverage Period** as described below.

Benefits are provided for **Replacement Cost** up to the lesser of the **Eligible Payment** or the per item and calendar year maximums as described below.

Benefits also includes a per occurrence maximum for any one **Purchase Protection Covered Event** related to a **Natural Disaster** as described below.

<b>Purchase Protection Covered Period</b>	<b>Per Item</b>	<b>Calendar Year</b>	<b>Natural Disaster</b>
Up to 90 days from the date of the <b>Covered Purchase</b>	Up to \$1,000 per <b>Covered Purchase</b>	Up to \$50,000 per <b>Eligible Card</b>	Up to \$500 per <b>Purchase Protection Covered Event</b>

### *What is a **Purchase Protection Covered Event**?*

A **Covered Event** which results in damage to or theft of a **Covered Purchase**.

*Is the total cost of the **Covered Purchase** eligible for coverage?*

Only the **Covered Purchase** amount which was charged to the **Eligible Card** qualifies for benefits under Purchase Protection and is subject to the maximums described above.

## What is Not Covered?

### ANY COVERED EVENT BASED UPON OR ARISING OUT OF:

- A. war or acts of war (whether declared or undeclared), service in the armed forces or units auxiliary to it;
- B. confiscation by any government authority, public authority or customs authority of a **Covered Purchase**;
- C. the **Eligible Beneficiary's** participation in a felony, riot, civil disturbance, protest or insurrections;
- D. damage to, or theft while property is under the temporary care and control of a third party other than the **Eligible Beneficiary**, including a common carrier;
- E. an item not being reasonably safeguarded, for example, leaving it in an unlocked vehicle or at an unoccupied site;
- F. theft of, or from, baggage not carried by an **Eligible Beneficiary** or under the control of an **Eligible Beneficiary** or a traveling companion known by the **Eligible Beneficiary**;
- G. normal wear and tear, or a defect in the product;
- H. damage to an item purchased for play (i.e. sports and recreational equipment, remote control items other than drones);
- I. items which are lost or irretrievable (i.e. neither stolen or damaged), misplaced, or **Mysteriously Disappeared**; or
- J. fraud, dishonesty, or criminal acts or omissions, committed by the **Eligible Beneficiary's** partners, members, officers, managers, employees (including leased or temporary employees), directors, trustees, or authorized representatives.

### NO COVERAGE IS PROVIDED FOR:

- A. A **Covered Purchase** which is/are:
  - 1. covered by an unconditional satisfaction guarantee;
  - 2. damaged through alteration or modification of any kind;
  - 3. animals or living plants;
  - 4. one-of-a-kind items including antique, artwork, furs, or previously owned and used items (except when refurbished by the original manufacturer);
  - 5. purchases that are consumable or have a limited life span like food, perfume, light bulbs, batteries, etc.;
  - 6. credit cards, securities, documents and tickets, travelers checks and other negotiable instruments including gift certificates, gift cards, gift checks, food stamps, cash or its equivalent, notes, accounts, bills, currency, deeds, evidences of debt or intangible property, rare stamps or coins;
  - 7. items that are rented, leased or borrowed;

## NO COVERAGE IS PROVIDED FOR: (CONTINUED)

8. **Motorized Devices** or **Motorized Device Parts**, except for **Motorized Devices** and **Motorized Device Parts** that are permanent residential or business fixtures that can be removed without damaging the structure;
  9. permanent residential or business fixtures, additions or built-ins that can't be removed without damaging the structure;
  10. land or buildings;
  11. more than one article in a pair or set. Coverage will be limited to no more than the value of any particular part or parts, unless the articles are unusable individually and cannot be replaced individually, regardless of any special value they may have had as part of a set or collection;
  12. downloadable services, application programs, computer programs, operating software, firmware and other software of any kind;
  13. items voluntarily or involuntarily discarded;
  14. indirect or direct damages to any other item or property resulting from a **Covered Event**; or
  15. items purchased for use as resale (i.e., goods purchased as inventory for sale).
- B. A **Covered Purchase** that also includes:
1. charges for shipping, handling, installation, assembly, professional advice, maintenance or other service fees, warranties or memberships including costs or fees in addition to the **Replacement Cost**;
  2. rebates, discounts or money from lowest price programs; and
  3. any legal defense costs or expenses.

If You have any questions about a specific item, please call Us at 1-800-228-6855, if international, collect at 1-303-273-6498.

## How to File a Claim

- A. To file a **Claim** for a **Covered Event** please visit us at [americanexpress.com/onlineclaim](https://americanexpress.com/onlineclaim) or call 1-800-228-6855, if international, collect at 1-303-273-6498.
- B. **Notice of Claim** should be provided within thirty (30) days of the loss or as soon as reasonably possible.
- C. If required, claim forms will be sent to the **Eligible Beneficiary** once proper **Notice of Claim** is received. If it is not received within fifteen (15) days from **Notice of Claim** then the **Eligible Beneficiary** can submit written communication that describes the circumstances and extent of the **Covered Event** for which the **Claim** is made.

Proper **Notice of Claim** conditions are met by answering all relevant claim intake questions.



- D. **Proof of Loss** must be submitted to Us within sixty (60) days; however, failure to do so will not invalidate a **Claim** or reduce any available benefit if it can be shown that it was provided as soon as reasonably possible. Examples of **Proof of Loss** We may require:
1. the original itemized store receipt with applicable sales tax included;
  2. a copy of any insurance declaration pages or agreement (e.g. homeowner's or renter's insurance policies, purchase service contracts);
  3. a photograph of and/or completed repair estimate form; and
  4. for theft and vandalism claims –
    - a. written report of the theft filed with the appropriate authority; and
    - b. such report should be filed prior to providing **Notice of Claim**.
- E. A **Claim** for benefits will be paid within thirty (30) days (or in accordance with applicable State law) after receipt of satisfactory **Proof of Loss** and Our determination that such **Claim** is payable. Any payment made by Us in good faith will fully discharge Us to the extent of such payment.

#### *How are benefits paid on installment billing plans?*

A **Claim** for benefits related to **Covered Purchases** under an installment plan will be paid up to the lesser of the **Eligible Payment** or per item maximum as described in the “**What is Covered?**” section for

- the total installment plan **Eligible Payment** as of the date of the **Covered Event**; or
- the last remaining installment plan balance if it has been fully paid with an **Eligible Payment**.

Billing installments for the same **Covered Purchase** do not restart the **Coverage Period** for that **Covered Purchase**.

The **Eligible Beneficiary** must **Cooperate** with Us in adjusting the **Claim**.

## Additional Terms & Definitions

### Additional Terms

#### A. Assignment

The Purchase Protection benefits may not be assigned and any implied assignment is void.



## Additional Terms (Continued)

### B. Benefit Guide

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

The insurance benefits are provided under the Commercial Card Issuer Retail Insurance Policy issued by AMEX Assurance Company to the named Policyholder for which American Express Travel Related Services Company, Inc. participates. This Benefit Guide is a summary of benefits provided to You. All terms and conditions stated herein are governed by the Insurance Policy.

In case of a conflict between the Benefit Guide and Insurance Policy, the Insurance Policy shall control.

*Who is American Express Travel Related Services Company, Inc.?*

It is a wholly owned subsidiary of **American Express** who is responsible for offering Purchase Protection benefits to eligible **Card Members**.

### C. Cancellation/Benefit End Date

1. We may cancel these benefits at any time by providing notice to You; or
2. Benefits will end automatically on the earliest of the following:
  - a. the date when the **Eligible Card** is cancelled or terminated; and/or
  - b. the date when You are no longer a **Card Member**.

*Are benefits still eligible when the Card Account is no longer active?*

Yes, if the **Eligible Payment** is made for a **Covered Purchase** prior to the effective date of the benefit cancellation.

### D. Criminal Activity/Fraud

An **Eligible Beneficiary's** right to seek or obtain Purchase Protection benefits may be cancelled due to alleged criminal activity, deceit, fraud, material misrepresentation, excessive or abusive **Claims**.

### E. Effective Date

Your Purchase Protection benefits take effect for eligible purchases made on and after:

- January 1, 2020 when other than New York State **Card Member**
- October 1, 2020 when a New York State **Card Member**

This Benefit Guide replaces any Purchase Protection benefit document You may have received previously for Your Additional Card Benefits. We reserve the right to change the benefits and terms of these benefits at any time.

### F. Other Insurance or Agreement

Purchase Protection is intended to **Pay** only for amounts not covered by any other insurance or agreement including reimbursement by a retailer, wholesaler or manufacturer. We will, however, **Pay** applicable deductible(s) of other available coverage where doing so does not result in an over-payment of the overall **Claim**.

## Additional Terms (Continued)

*Does this mean it is secondary coverage?*

Yes, it is secondary to any other coverage which may be available to You. Examples of coverage to which We are secondary would be any homeowner's or renter's insurance and/or retailer's or wholesaler's or manufacturer's purchase service contracts generally offered at the point of sale.

### G. Trade and Economic Sanctions

No insurance benefits apply if providing insurance, including **Payment of Claims**, violates law or regulation, including trade or economic sanctions.

## Additional Definitions

**Cooperate** means the **Card Member** and the **Eligible Beneficiary** (or someone acting on the behalf of the **Card Member** or **Eligible Beneficiary**) helping Us determine whether the **Card Member** has a **Covered Event**, and how much We **Pay**. This includes things like the **Card Member** submitting a **Claim** to Us on time, giving Us the details of what happened, providing **Proof of Loss**, recorded statement, or permission to obtain documents from third parties, reporting to an appropriate law enforcement agency as soon as reasonably possible, and generally doing whatever is reasonably necessary for Us to honor Our commitment to an **Eligible Beneficiary**, including recoveries from third parties.

**Loyalty Program** means the award of points or other measures redeemable for benefits offered by the **Loyalty Program**, such as reward points earned for using a product or service.

**Motorized Devices** means machines with a motor or engine or other power source used for agriculture, construction, demolition, landscaping, recreational or transportation purposes. This includes such machines as aircraft, chain saws, generators, golf carts, heaters, motor boats, motor vehicles, motorcycles, refrigerators, scooters and snowmobiles or other items that can be towed by or attached to any **Motorized Device**, including trailers.

**Motorized Device Parts** means items subject to combustion, severe wear and tear or mileage stipulations, including components, equipment or parts.

**Mysteriously Disappeared** means the vanishing of an item in an unexplained manner when there is an absence of evidence of a wrongful act by a person or persons.

**Natural Disaster** means hurricanes, floods, tornados, earthquakes or any other event in the course of nature that occurs at the same time or in separate instances that have been declared a **Natural Disaster** by local authorities or governments.

**Replacement Cost** means the lesser of the cost (including applicable sales tax) to repair with new material or replace with property of like kind and quality or reimbursement of the **Eligible Payment**.



## PURCHASE PROTECTION DESCRIPTION OF COVERAGE

Underwritten by AMEX Assurance Company  
Administrative Office, 20022 N. 31<sup>st</sup> Ave. MC: 08-01-20 Phoenix AZ 85027

Purchase Protection provides coverage for Your purchases for ninety (90) days from the date of purchase when You charge any portion of the cost of the purchased item to Your Account. You will be reimbursed only for the amount charged to Your Account. The coverage provided under this Plan is secondary coverage to any other valid and collectible insurance or other sources of indemnity.

### **INDEX**

Definitions	Section I
Description of Benefits	Section II
Exclusions	Section III
Claims Process	Section IV
General Provisions	Section V
Termination or Cancellation	Section VI
Important Additional Information for You	Section VII

### **I. 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 on which the record of the charge for the item purchased is made.

**Card Member** means a person who has been issued a United States of America based proprietary American Express Card and who has a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands.

**Covered Incident** means the theft of, or damage, whether by accident or vandalism, to any one item of property purchased worldwide as a gift or for personal or business use and charged to Your Account.

**Company** means AMEX Assurance Company.

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

**Membership Rewards® Points** means credits obtained through the Membership Rewards program available with most American Express Cards, which are earned when making certain purchases with such cards. In some cases, participating Card Members receive a redemption certificate in order to use their Membership Rewards points.

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

**Natural Disaster** means hurricanes, floods, tornados, earthquakes or any other event in the course of nature that occurs at the same time or in separate instances that have been declared a natural disaster by local authorities or governments.

**Pay with Points** is a process that may be available to an individual who accrues American Express Membership Rewards Points and then uses the Membership Rewards Points to pay for an item by converting them to statement credits to off-set some or all of the expense of that item reflected on the individual's Account statement.

**Permanent Residence** means the one primary dwelling place where the Card Member resides and to which he/she intend to return and, if necessary, can be evidenced by a current and active official form of Identification, examples include, but are not limited to: State issued Identification Card, Driver License, and Voter Identification Card.

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

**Policy** means the Group Insurance Master Policy (AX0951) issued by the Company to American Express Travel Related Services Company, Inc.

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

**You and Your** means the Card Member.

## **II. DESCRIPTION OF BENEFITS**

### **What is Covered**

The Plan will pay a benefit for an item up to \$1,000 for any one Covered Incident and up to \$50,000 for all Covered Incidents per Card Member Account during a calendar year for:

1. The lesser of:
  - a. the cost to repair the item;
  - b. the cost to replace the item; or
  - c. reimbursement for the item.
2. A Covered Incident related to Natural Disaster will have a maximum per occurrence limit of \$500 for any one Covered Incident.

For Accounts eligible and enrolled in the Membership Rewards Points and/or Pay with Points program(s), an item is eligible for coverage under this Plan if it was purchased through the redemption of Membership Rewards Points and/or Pay with Points. Our benefit payment will not exceed the amount of the Membership Reward Points and/or Pay with Points You redeemed to purchase the item. Benefits will not be paid when redemption of Membership Rewards Points and/or Pay with Points have been transferred to a non-eligible card account or non-Card Members.

Our benefit payment will not include payment of expenses or fees related to shipping and handling, installation, assembly, professional advice, maintenance or other service charges or any product rebates, discounts or money received from lowest price comparison programs that reduced the original cost of the item. Our benefit payment will not exceed the amount charged to Your Account (including applicable sales tax). Repair must be performed by an authorized repair facility or other professional repair facility, as outlined in the manufacturer's warranty.

### **Length of Coverage**

Purchase Protection provides benefits, for ninety (90) days from the date of purchase, if a Covered Incident occurs with respect to the item You purchased and charged to Your Account.

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

## **III. EXCLUSIONS**

### **General Exclusions**

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

1. war or acts of war (whether declared or undeclared), participation in a felony, riot, civil disturbance, protest or insurrections, service in the armed forces or units auxiliary to it;

2. any activity directly related to and occurring while in the service of any armed military force of any nation state recognized by the United Nations;
3. violation of a criminal law, offense or infraction;
4. fraud or abuse or illegal activity of any kind by the Card Member;
5. confiscation by any governmental authority, public authority, or customs official;
6. damage or theft while under the care and control of any third party in whose possession the item purchased by a Card Member has been temporarily placed;
7. item not being reasonably safeguarded;
8. theft from baggage not carried by hand and under Your personal supervision or under the supervision of a traveling companion known by You;
9. damage through alteration (including but not limited to cutting, sawing and shaping);
10. normal wear and tear of any kind, inherent product defect or manufacturer's defects or damage to an item purchased for play and while the item was being used for its intended purposes (including but not limited to sports equipment, items used for or during recreation, and motorized remote control items);
11. damage or theft while under the care and control of a common carrier (including but not limited to transportation services, postal services, delivery services for hire);
12. leaving the purchased item at an unoccupied (i.e., absence of people from premises that is not a liveable or useable space) construction site;
13. fraudulent, dishonest, or criminal acts or omissions, committed by your partners, members, officers, managers, employees (including leased or temporary employees), directors, trustees, or authorized representatives; or
14. purchases that are lost and/or irretrievable (i.e. item is neither stolen nor damaged), misplaced, or Mysteriously Disappeared.

#### **Purchases Not Covered**

The following purchases are not covered:

1. consumable or perishable items with extended or limited life spans (including, but not limited to: food, perfume, light bulbs, batteries);
2. stolen or damaged items consisting of articles in a pair or set. Coverage will be limited to no more than the value of any particular part or parts, unless the articles are unusable individually and cannot be replaced individually, regardless of any special value they may have had as part of a set or collection;
3. travelers checks, tickets of any kind, negotiable instruments (including but not limited to gift certificates, gift cards and gift checks), cash or its equivalent, rare stamps or coins;
4. animals or living plants;
5. one-of-a-kind, antique or previously owned and used items. Items refurbished by the manufacturer are not considered previously owned or used;
6. motorized vehicles, scooters, golf carts, watercraft, aircraft, motorcycles or their motors, equipment, parts or accessories, or trailers and other items that can be towed by or attached to any motorized vehicle;
7. items rented, leased or borrowed for which You will be held responsible;
8. permanent household fixtures unless they can be removed without causing damage to the structure; and
9. items purchased for use as inventory.

#### **IV. CLAIMS PROCESS**

If You experience a Covered Incident for which You believe a benefit is payable under this Plan, You must provide both Notice of Claim and Proof of Loss.

To insure prompt processing of Your claim, report any theft or damage immediately following the date of the Covered Incident, including for gifts purchased on Your Account. Retain Your receipts and Your damaged item (if applicable) until the claim process is complete.

We will decide whether to do one of the following: 1) have the product repaired; 2) have the product replaced; or 3) reimburse You up to the amount of the item purchased on Your Account.

### **Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the Covered Incident. You may contact the Company by calling toll-free stateside 1-800-228-6855 or, if from overseas, by calling collect 1-303-273-6498. You may also write to Us at Purchase Protection Claims Unit, PO Box 981553, El Paso TX 79998-9920.

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 Notice of Claim was provided as soon as reasonably possible. At the time You provide Us with Notice of Claim, We will assist with completion of the Proof of Loss by providing instructions and/or documents, which You may have to 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. No claim will be denied based upon Your failure to provide notice within such specified time, unless this failure operates to prejudice Our rights.

### **Proof of Loss**

If required, a claim form will be sent to You after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within sixty (60) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Purchase Protection Claims Unit, PO Box 981553, El Paso TX 79998-9920. If the required proof of loss and other documentation is not received within sixty (60) days of the Our request (except for documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is the Your responsibility to provide all required documentation.

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

1. a Purchase Protection claim form;
2. the original itemized store receipt with applicable sales tax included;
3. the insurance declaration forms for Your other sources of primary insurance policies or indemnity (e.g., homeowner's or renter's insurance policies);
4. a photograph of and/or repair estimate for the damaged item by an authorized repair facility or other professional repair facility as outlined in the manufacturer's warranty; and
5. for theft and vandalism claims, a report regarding the stolen or vandalized item that has been filed with the appropriate authority. You must file such report before You call to file a claim under Purchase Protection.

You may be required to send in the damaged item to Us at Our expense for further evaluation of Your claim. If requested, You must send in the damaged item within sixty (60) days from the date of Our request to remain eligible for coverage.

### **Payment of Claims**

A claim for benefits provided by this Plan will be paid within thirty (30) days upon Our receipt and review of Your complete Proof of Loss documentation and 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.

For items purchased under installment billing plans, We will pay the amount that has been billed up to the date of Covered Incident. Once the remaining balance has been paid or fulfilled by You, We will pay the remaining balance to You.

**V. GENERAL PROVISIONS**

**Change of Permanent Residence**

You must notify Us as soon as reasonably possible if You change Your Permanent Address. If the change is to a different state, Your Plan provisions may be adjusted to conform to the requirements of that state. We will send any and all notices or Plan related materials to Your last known address on file. If You fail to notify Us of a change in Your Permanent Residence, You may not receive all notices and Plan related materials.

**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; Change**

This Description of Coverage, the Policy, the declarations page, 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. Changes shall take effect as of the date a replacement Description of Coverage, if any, is issued or the date otherwise agreed upon by the Master Policyholder and the Company. A copy of the Policy will be maintained and kept by the Master Policyholder and may be examined at any reasonable time upon reasonable notice.

**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.

No coverage is provided if You, whether before or after a Covered Incident, have:

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 Covered Incident.

We may be required to report suspicion of fraudulent activity and/or confirmed fraudulent activity to Your residency state's Department of Insurance.

**Legal Actions**

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss documentation 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 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.

**Secondary Coverage**

This Plan is secondary to all other valid and collectible insurance or other sources of indemnity and shall apply only when such other benefits are exhausted. We will pay only that portion of Covered Incident benefit

which is not reimbursed by other collectible insurance or other sources of indemnity, up to Our limits, as provided under the Description of Benefits section.

**When a Card Member has Coverage under similar products underwritten by AMEX Assurance Company**

A Card Member may be covered for similar benefits under different products underwritten by AMEX Assurance Company. If the products state that the similar benefits are either primary or that the benefits are excess, the product with the lower level of benefits will pay first and the other product(s) will provide excess coverage.

**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.

**VI. TERMINATION OR CANCELLATION**

Coverage will terminate automatically on the earliest of the following:

1. the date You no longer maintain a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands;
2. the date We notify You of our determination that Your enrollment or claims information contains a misrepresentation or fraudulent statement or fails to disclose material information;
3. the date You terminate Your Account and are no longer a Card Member;
4. the date Your Account is cancelled by American Express; or
5. the date the Plan is not available in the location where You maintain a Permanent Residence.

The Company has the right to cancel this Description of Coverage 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. You will be eligible to receive benefits if the item purchased is made on Your Account prior to the effective date of the Company's cancellation.

Termination or cancellation of coverage will not prejudice any Notice of Claim submitted prior to termination or cancellation, subject to all other terms of the Plan.

**VII. IMPORTANT ADDITIONAL INFORMATION FOR YOU**

The benefits described herein are subject to all of the terms, conditions, and exclusions of the Policy. This Description of Coverage replaces any prior Description of Coverage which may have been furnished in connection with the Policy. For any questions regarding the benefits described in this Description of Coverage, please call 1-800-228-6855 or International Collect 1-303-273-6498, the number listed on the back of Your card, or the number shown on Your card statement.

**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:



Gregory M. Pond  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company