

**Worldwide Travel Accident Insurance:** Worldwide Travel Accident Insurance provides accidental death or dismemberment insurance while traveling on a common carrier, (plane, trip, ship or bus). Worldwide Travel Accident Insurance provides coverage up to \$150,000. Certain exclusions, restrictions and limitations apply.

Beneficiary Designation Form

Claim Form

855 231-2867; fax: 855 830-3728

Available 8 am – 8 pm EST Monday through Friday

8 am – 12 noon EST Saturdays

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

Terms and Conditions

### **American Express® Worldwide Travel Accident Insurance**

Certain limitations and exclusions apply.

**Definitions you should know: Unmarried Dependent Children:** Unmarried Dependent Child(ren) means children who are primarily dependent upon the Insured for maintenance and support and who are: under the age of 19 and reside with the insured; beyond the age of 19 who are permanently mentally or physically disabled and incapable of self support; or under the age of 25 and a full-time student at an institute of higher learning. **Domestic Partner:** Domestic Partner means a person designated by the Primary Insured Person who is registered as a Domestic Partner under laws of the governing jurisdiction or who: 1) is at least 18 years of age and competent to enter into a contract; 2) is not related to the Primary Insured Person by blood; 3) has exclusively lived with the Primary Insured Person for at least one (1) year prior to the date of enrollment; 4) is not legally married or separated; and 5) as of the date of enrollment, has with the Primary Insured Person at least two (2) of the following financial arrangements: a) a joint mortgage or lease; b) a joint bank account; c) joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease; or d) a joint credit card account with a financial institution. **Insured:** Insured means a Cardmember, or such Cardmember's spouse or Domestic Partner, or Unmarried Dependent Children, when such person has purchased Common carrier passage fare entirely with the Cardmember's Card. **Cardmember:** Cardmember means a holder of any Card whose name is embossed, printed or otherwise affixed on such Card, or who has entered into an agreement with Credit One Bank for the extension of credit to be used to purchase goods and services from merchants participating on the American Express network. **Common Carrier:** Common Carrier means any licensed land, water or air conveyance operated by those whose occupation or business is the transportation of persons or things without discrimination and for hire. **Common Carrier Covered Trip** means travel on a Common Carrier when the entire cost of the passenger fare for such transportation, less redeemable certificates, vouchers, coupons, frequent flier points or rewards points has been charged or debited to an Insured Person's Account. Coverage also includes travel on a Common Carrier when the entire cost of the passenger fare is paid for by frequent flier points or rewards points provided that all of the points were accumulated on that card Account. **Member:** Member means hand or foot. **Loss:** Loss means, with respect to a hand, complete severance through or

above the knuckle joints of at least 4 fingers on the same hand; with regard to thumb and index finger, means complete severance through or above the knuckle joints of the thumb and index finger of the same hand; with respect to a foot, complete severance through or above the ankle joint; with respect to eye, means the permanent loss of vision in one eye. Remaining vision must be no better than 20/200 using a corrective aid or device as determined by a physician; with respect to hearing, means the permanent and irrecoverable loss of hearing in both ears, as determined by a physician, with respect to speech, means the permanent and irrecoverable total loss of the capability of speech without the aid of mechanical devices, as determined by a physician. **Benefit Amount:** Benefit Amount means the Loss amount applicable at the time the passenger fare is charged to a Card account. **Card:** Card means a payment card or other payment device or method linked to or representing a credit or charge account issued by Credit One Bank in the United States under license from American Express, which can be used to purchase goods and services from merchants participating on the American Express network. Covered Cards include the Card.

**The Plan.** As the holder of a Card (the “Card”), you, your spouse or Domestic Partner, and Unmarried Dependent Children will be automatically insured against accidental loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any Common Carrier on which the Insured Person has purchased passage; or 2) riding as a passenger in, entering or exiting any Conveyance licensed to carry the public for hire or any Courtesy Transportation provided without a specific charge and while traveling to or from the airport, terminal or station: a) immediately preceding the departure of the scheduled Common Carrier on which the Insured Person has purchased passage; or b) immediately following the arrival of the scheduled Common Carrier on which the Insured Person was a passenger; or 3) at the airport, terminal or station at the beginning or end of the Common Carrier Covered Trip. If the passenger fare has not been charged to your Card Account prior to your arrival at the airport, terminal or station, coverage begins at the time the travel passenger fare is charged to your Card Account.

**Eligibility.** This travel insurance plan is automatically provided to eligible Credit One Bank Rewards American Express Card® members with the following BIN Number: 379365. It is not necessary for you to notify Credit One Bank, the administrator or Federal Insurance Company (the “Company”) when tickets are purchased.

**The Cost.** This travel insurance plan is provided at no additional cost to eligible Insureds. Credit One Bank pays the premium out of revenues generated in part from the Card.

**Beneficiary.** The Loss of Life benefit will be paid to the beneficiary designated by the Insured. If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order: a) the Insured’s spouse or Domestic Partner, b) the Insured’s children, c) the Insured’s parents, d) the Insured’s brothers and sisters, e) the Insured’s estate. All other indemnities will be paid to the Insured.

**Maximum Benefit Amount:** \$150,000.

**TABLE OF LOSS**

LOSS OF LIFE ----- \$150,000

**DISMEMBERMENT**

Loss of both hands, both feet, sight of both eyes or a combination of any two of a hand, foot or sight of any eye----- \$150,000

Loss of speech and hearing ----- \$150,000

Loss of speech or hearing and one hand, foot or sight of an eye----- \$150,000

Loss of one hand or one foot or entire sight of one eye ----- \$75,000

Loss of speech or hearing ----- \$75,000

Loss of thumb and index finger on the same hand----- \$37,500

The Loss must occur within one year of the accident.

The Company will pay the single largest applicable Benefit Amount. In no event will duplicate request forms or multiple Card accounts obligate the Company in excess of the stated Benefit Amounts for any one loss sustained as the result of any one accident by any one individual Insured.

In the event of multiple accidental deaths per Card account arising from any one accident, the Company’s liability for all such losses will be subject to a maximum limit of insurance equal to two times the Benefit Amount for loss of life. Benefits will be proportionately divided among the Insured up to the maximum limit of insurance.

**Extensions Of Insurance**

Extensions of Insurance are subject to the provisions of the policy, and all other policy terms and conditions.

Disappearance - If an Insured Person has not been found within one (1) year of the disappearance, stranding, sinking, or wrecking of any Conveyance in which an Insured Person was an occupant at the time of the Accident, then it will be assumed, subject to all other terms and conditions of this policy, that an Insured Person has suffered Loss of Life insured under this policy.

Exposure If an Accident resulting from an insured hazard causes an Insured Person to be unavoidably exposed to the elements and as a result of such exposure an Insured Person has a Loss, then such Loss will be insured under this policy.

**Exclusions.** This insurance does not cover loss resulting from:

1. an Insured’s emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection (except bacterial infection caused by an accident or from accidental consumption of a substance contaminated by bacteria), or bodily malfunctions;
2. a counterfeit Scheduled Airline or Amtrak Train ticket; or a Scheduled Airline or Amtrak Train ticket which is charged to a fraudulently issued or fraudulently used Account card;

3. commission or attempted commission of a felony or engaging in an illegal occupation;
4. being intoxicated at the time of an **Accident**. Intoxication is defined by the laws of the jurisdiction where such **Accident** occurs;
5. being under the influence of any narcotic at the time of the **Accident**. This exclusion does not apply if the narcotic is taken and used as prescribed by a **Physician**;
6. participation in military action while in active military service with the armed forces of any country or established international authority. However, this exclusion does not apply to the first sixty (60) consecutive days of active military service with the armed forces of any country or established international authority
7. suicide, attempted suicide or intentionally self-inflicted injuries;
8. declared or undeclared war, but war does not include acts of terrorism;
9. This insurance does not cover loss from commutation, meaning travel between the Insured's residence and regular place of employment.

**Effective Date.** This insurance is effective on the date your Card Account becomes eligible and will cease on the date the Master Policy 9908-5389 is terminated or on the date your Card Account terminates or ceases to be in good standing, whichever occurs first.

**Claim Notice:** Written Notice of Claim must be given to us or any of our appointed agents or brokers within twenty (20) days after the occurrence or commencement of any Loss covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the Insured Person and Policyholder. Failure to give Notice of Claim within twenty (20) days will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

**Claim Forms:** When we receive notice of a claim we will send the Insured Person or the Insured Person's designee, within fifteen (15) days, forms for giving us Proof of Loss. If the Insured Person or the Insured Person's designee does not receive the forms, the Insured Person or the Insured Person's designee should send us a written description of the Loss. This written description should include information covering the occurrence, character and extent of the Loss for which claim is made.

**Proof of Loss:** For claims involving disability, written Proof of Loss must be given to us within thirty (30) days after commencement of the period for which we are liable. Subsequent written proof of the continuance of such disability must be given to us at such intervals as we may reasonably require. Failure to give written Proof of Loss within these time frames will not invalidate or reduce any claim if notice is given as soon as reasonably possible, and in no event, except in cases where the claimant lacks legal capacity, later than one (1) year after the deadline to submit written Proof of Loss. For all claims except those involving disability, written Proof of Loss must be given to us within ninety (90) days after the date of Loss, or as soon as reasonably possible.

**Claim Payment:** For benefits payable involving disability, we will pay the Insured Person or beneficiary the applicable Benefit Amount no less frequently than monthly during the

continuance of the period for which we are liable. At the end of this period, we will immediately pay any remaining balance of the Benefit Amount. All payments by us are subject to receipt of written Proof of Loss. For all benefits payable under this policy except those for disability, we will pay the Insured Person or beneficiary the applicable Benefit Amount within sixty (60) days after we receive a complete Proof of Loss, if the Insured Person and Policyholder have complied with all the terms of this policy.

Coverage is underwritten by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies. 202B Hall's Mill Road, PO Box 1650, Whitehouse Station, New Jersey 08889-1650.

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is simply an informative statement of the principal provisions of the insurance while in effect.

Complete provisions pertaining to this plan of Insurance are contained in Master Policy 9908-5389, on file with American Express.

If this plan does not conform to your state statutes, it will be amended to comply with such laws. If a statement in this description of coverage and any provision in the policy differ, the policy will govern.

To obtain a claim form contact the Claim Administrator, Crawford and Company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Broadspire, a Crawford Company P.O. Box 459084, Sunrise, FL 33345, PHONE NUMBER 855-231-2867 Fax Number 855-830-3728.

**Fraud Warning.** Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, which is a crime. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant or Insured Person.