

SERFF Tracking Number: AMEE-125605937 State: Arkansas
Filing Company: AMEX Assurance Company State Tracking Number: 38689
Company Tracking Number: AX0126-AR-0009
TOI: H19G Group Health - Travel Sub-TOI: H19G.000 Health - Travel
Product Name: International Medical Protection
Project Name/Number: IMP/AX0126-AR-0009

Filing at a Glance

Company: AMEX Assurance Company

Product Name: International Medical Protection SERFF Tr Num: AMEE-125605937 State: ArkansasLH

TOI: H19G Group Health - Travel

SERFF Status: Closed

State Tr Num: 38689

Sub-TOI: H19G.000 Health - Travel

Co Tr Num: AX0126-AR-0009

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Rosalind Minor

Authors: Filing Manager, Michelle
Correa

Disposition Date: 04/21/2008

Date Submitted: 04/11/2008

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

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Project Name: IMP

Project Number: AX0126-AR-0009

Requested Filing Mode: Review & Approval

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Filing Status Changed: 04/21/2008

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Corresponding Filing Tracking Number:

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April 10, 2008

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Deemer Date:

Arkansas Department of Insurance

Accident & Health Department

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In order to help expedite your review, please feel free to contact me if you have any questions or comments. Otherwise, I look forward to your subsequent approval.

Sincerely,

Amy Baumeister
Compliance Specialist
Phone: 920.431.4022
Fax: 920.431.4040
E-mail: amy.m.baumeister@aexp.com

Company and Contact

Filing Contact Information

Amy Baumeister, Compliance Specialist amy.m.baumeister@aexp.com
480 Pilgrim Way (800) 618-8441 [Phone]
Green Bay, WI 54303 (920) 431-4040[FAX]

Filing Company Information

AMEX Assurance Company CoCode: 27928 State of Domicile: Illinois
480 Pilgrim Way Group Code: 4 Company Type:
Ste 1400
Green Bay, WI 54304 Group Name: State ID Number:
(920) 431-4000 ext. [Phone] FEIN Number: 36-2760101

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Retaliatory? Yes
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50 x 2 = 100.00

Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AMEX Assurance Company	\$100.00	04/11/2008	19479802

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	04/21/2008	04/21/2008

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Disposition

Disposition Date: 04/21/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Description of Variable Material	Approved-Closed	Yes
Form	Certificate of Insurance	Approved-Closed	Yes
Form	Enrollment Form	Approved-Closed	Yes

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Form Schedule

Lead Form Number:

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	IMP-CRT-AR 05.06	Certificate	Certificate of Insurance	Initial			IMP-CRT-AR 05.06- updated for SPIN.pdf
Approved-Closed	IMP-EF 12.06	Application/ Enrollment Form	Enrollment Form	Initial			IMP-EF 12.06.pdf

1

Certificate of Insurance

[International Medical Protection]

Underwritten by AMEX Assurance Company
[Administrative Office
480 Pilgrim Way, Suite 1400, Green Bay, WI 54304]

[Certificate of Insurance prepared for: Mr. John Doe]

2

3

4

We have issued the Group Master Policy AX0126 (herein called the Policy) to the Policyholder.
Coverage is provided to Covered Persons, subject to the exclusions and provisions of the Policy.

6

7

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This Certificate of Insurance is an important document. **Please read it carefully and keep it in a safe place.** The benefits described in this document are subject to all of the terms, conditions and exclusions of the Policy issued by the Company.

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COVERAGE EFFECTIVE DATE

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Coverage is effective on the Covered Trip Departure Date. Coverage is not effective unless the enrollment is in effect and the correct premium has been paid.

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SECTION I DEFINITIONS

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Certain words used in this Certificate of Insurance have special meanings as explained below, and they are capitalized throughout the certificate.

Accident means a sudden event resulting from an act of another not provoked or instigated by the Covered Person, or an act of the Covered Person the result of which reflects a material departure from the Covered Person's expectations and which event is neither caused by disease, illness or infirmity, nor by the voluntary ingestion, injection or inhalation of any substance.

Accidental Injury means bodily injury to a Covered Person as a direct result of an Accident.

Account means an eligible United States based proprietary Card issued by or account established by American Express Travel Related Services Company, Inc. or its participating subsidiaries (herein called American Express).

Attending Physician means the Physician from whom treatment is sought for an Emergency Condition.

Cardmember means a person who has been issued an Account.

Common Carrier Conveyance means any land, water or air conveyance (other than a rental) operated by a common carrier licensed to carry passengers for hire on a regularly scheduled basis and available to the public.

Company means AMEX Assurance Company.

Complications of Pregnancy means:

1. Conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and
2. Non-elective Cesarean section, ectopic pregnancy which is terminated, spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible, hyperemesis gravidarum and pre-eclampsia.

Covered Person means, when the Basic Cardmember enrolls, the Basic Cardmember, each Additional Cardmember, and each of these Cardmembers' Dependents shall be Covered Persons[, unless the Additional Cardmember is enrolled separately].

65 [If the Additional Cardmember enrolls separately, the Additional Cardmember and the Additional
66 Cardmember's Dependents shall be Covered Persons. The Additional Cardmember must be at
67 least 18 years old to enroll separately.]

68
69 A Covered Person must have a Permanent Residence within the 50 United States of America or
70 District of Columbia.

71
72 **Covered Trip** means a trip taken by the Covered Person with an International destination, as
73 documented by the Covered Person's Scheduled Airline ticket, and the fare for such Scheduled
74 Airline flight is charged to Your Account prior to any loss.

75
76 **Covered Trip Conclusion Date** means the date on which the Covered Person is scheduled to
77 return to the point where the Covered Trip started or to the Covered Person's final destination.

78
79 **Covered Trip Departure Date** means the date on which the Covered Person is scheduled to
80 leave on the Covered Trip.

81
82 **Dependent** means:

- 83 1. Spouse or Domestic Partner;
- 84 2. Unmarried, dependent children under age 19 who rely on the insured for more than 50%
85 support and maintenance and who the insured can claim as an exemption on their federal
86 income tax return;
- 87 3. Unmarried dependent children 19 years or older:
 - 88 a. Who are registered students in regular full-time attendance at an accredited secondary
89 school, college or university and under age 24; or
 - 90 b. Who, because of a handicap condition or disability that occurred before the attainment of
91 the limiting age, are incapable of self-sustaining employment and are dependent upon a
92 parent or other care provider for lifetime care and supervision. Coverage will be
93 extended for as long as such child is incapacitated, unmarried and dependent.

94 Dependent children, unless otherwise specified, include:

- 95 1. Natural, adopted and stepchildren of the insured who are chiefly financially dependent on the
96 insured for support and maintenance, and
- 97 2. An adopted child or a child in the custody of the insured pursuant to an interim court order of
98 adoption vesting temporary care of the child in the insured, regardless of whether a final
99 order granting adoption is ultimately issued.

100
101 **Domestic Partner** means persons who either,

- 102 1. Provide documentation of registration of the Domestic Partner relationship pursuant to a
103 state, county or municipal provision, or
- 104 2. Meet all of the following qualifications:
 - 105 a. Have resided with each other continuously for at least 12 months in a sole-partner
106 relationship that is intended to be permanent;
 - 107 b. Are not married to any other person;
 - 108 c. Are at least 18 years old;
 - 109 d. Are not related to each other by blood closer than would bar marriage per state law; and
 - 110 e. Are financially interdependent as can be documented by copies of joint home ownership
111 or lease, common bank accounts, credit cards, investments, or insurance.

112
113 **Emergency Condition** means an Accidental Injury or Sickness, the onset of which is sudden,
114 that manifests itself by symptoms of sufficient severity, including severe pain that a prudent
115 layperson, possessing an average knowledge of medicine and health, could reasonably expect
116 the absence of immediate medical attention to result in:

- 117 1. Placing the health of the Covered Person afflicted with such condition in serious jeopardy, or
118 in the case of a behavioral condition placing the health of the Covered Person or others in
119 serious jeopardy, or

- 120 2. Serious impairment to such Covered Person's bodily functions;
121 3. Serious dysfunction of any bodily organ or part of the Covered Person; or
122 4. Serious disfigurement of such Covered Person.

123

124 **Hospital** means an institution which meets all of the following requirements:

- 125 1. It is properly accredited and where required by law, holds a license as a Hospital;
126 2. It operates mainly for the care and treatment of sick or injured persons as inpatients;
127 3. It provides twenty-four hours a day nursing care by registered nurses;
128 4. It has staff of one or more Physicians available at all times; and
129 5. It provides organized facilities for diagnosis and surgical procedures.

130

131 The term Hospital does not include any of the following:

- 132 1. A facility used primarily for the care of the aged;
133 2. A mental institution or sanitarium;
134 3. A facility used primarily as a clinic, nursing home, hospice or similar place of business;
135 4. A long term nursing unit or geriatric ward;
136 5. A rehabilitative facility or extended care facility for convalescent patients; or
137 6. A facility primarily used for treating alcoholics, drug addicts or other forms of addiction.

138

139 With respect to outpatient surgery, or diagnostic testing, an ambulatory surgical center or a clinic
140 will be considered as a Hospital. Such a facility must be properly accredited and, where required
141 by law, hold a license allowing the facility to operate as such.

142

143 **International** means outside of the 50 United States of America or District of Columbia.

144

145 **Medically Necessary** means medical treatment that is vital and required for the treatment of an
146 Emergency Condition. Medically Necessary does not mean experimental procedures, or any
147 surgical or medical treatment that reasonably can be delayed until the Covered Person returns to
148 a Permanent or Temporary Residence. The extent of such care and treatment is that which is
149 generally accepted, proven and established practice and recommended by most Physicians or
150 Dentists with similar experience and training in the locality where the medical expense is incurred.

151

152 **Occurrence** means a single instance or a continuous or repeated exposure to conditions during
153 the Period of Coverage which result in eligibility for payment of a Policy benefit. The loss shall be
154 deemed one Occurrence if it is attributable directly or indirectly to one cause or to one series of
155 similar causes.

156

157 **Participating Organization** means American Express Travel Related Services Company, Inc.

158

159 **Period of Coverage** means that period of time during which a Covered Person is covered under
160 the Policy. This period begins on the Coverage Effective Date and ends at 12:01 a.m. on the date
161 immediately following the Covered Trip Conclusion Date or after [45] days, whichever is earlier.

162

163 **Permanent Residence** means the one primary dwelling place where the Covered Person
164 permanently resides and intends to return.

165

166 **Physician or Dentist** means a licensed practitioner of the healing arts, acting within the scope of
167 his or her license for the service or treatment given. The treating Physician or Dentist may not be
168 a Covered Person or anyone related to the Covered Person by blood, marriage or civil union
169 unless that person is the only Physician or Dentist in the area and acting within the scope of their
170 normal employment.

171

172 **Policy** as used throughout means the contract issued to the Policyholder and the Certificate of
173 Insurance providing the benefits described herein.

174

175 **Policyholder** means AMEX Assurance Travel Group Trust.

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Reasonable and Customary means the usual fee charged by a Physician or Dentist of the same type of training and experience when furnishing treatment for a similar condition, or by a provider of medical transportation services, or by a mortician, within a certain geographic area. The locality where the charge is made also will be considered. Locality means a county or such greater area as is needed to represent a cross section of providers giving the type of service or supplies for which the charge was made. If the fees charged are higher than the average amounts, the individual receiving the service is responsible for paying the difference.

Scheduled Airline means a commercial airline that publishes schedules and fares for regular passenger service between cities and which is:

1. Of United States registry and certified for civil scheduled air transport by the United States government to carry passengers on a regularly scheduled basis; or
2. Of foreign registry and approved by the United States government or the appropriate foreign authority where the aircraft is registered; or
3. A Scheduled Charter, defined as an airline charter service that meets all of the following qualifications:
 - a. It is operated by a Scheduled Airline;
 - b. It is licensed to carry passengers for hire;
 - c. It is available to the public; and
 - d. It is not hired, owned or leased by a Covered Person's employer.

Sickness means an illness or disease of the body, or any complication due to or as a result of an illness or disease, which originates while on a Covered Trip and requires Medically Necessary treatment by a Physician or Dentist.

Spouse means a person to whom one is married.

Temporary Residence means a dwelling place where the Covered Person intends to reside for a limited time, and which is occupied or intended to be occupied by the Covered Person for [45] days or more during a Covered Trip.

We, Us and Our means AMEX Assurance Company and its duly authorized agents.

You or Your means, or refers to, the enrolled Basic [or enrolled Additional] Cardmember.

SECTION II GENERAL PROVISIONS

Changes

If You would like to change the level of Your coverage, please contact Us at [1-888-335-1370]. The effective date for the change of coverage will be the next business day following Our receipt, acceptance and approval of the change and subject to the payment of any additional required premium.

Change in Permanent Residence

You must notify Us within [30] days of a change in Your Permanent Residence. If the change is to a different state, Your Policy provisions and rates may be adjusted to conform to the requirements of that state. Notification of any such Policy adjustment will be included in a new Certificate of Insurance issued to You.

Clerical Error

230 A clerical error made by the Company will not invalidate insurance otherwise validly in force nor
231 continue insurance not validly in force.

232

233 **Coverage Requirements**

234 A Covered Person will be fully insured for this coverage while taking a Covered Trip provided the
235 Scheduled Airline fare has been charged *separately and individually (on a separate charge form)*
236 to the Basic or Additional Cardmember's enrolled Account, the Covered Person is enrolled in this
237 plan and the per-trip premium charge has been charged to the enrolled Account.

238

239 In the event Scheduled Airline fares for more than one Covered Person for any Covered Trip are
240 charged collectively (one charge form for all fares), Covered Persons will be insured for such trip.
241 However, the benefits otherwise payable under the Policy with respect to any one Covered
242 Person will be reduced proportionately based on the number of Covered Persons whose fares
243 are included in the collective charge. For example, if the fares for three Covered Persons are
244 charged collectively, each Covered Person will be insured for one-third of the benefit amount.

245

246 Either the Basic Cardmember or Additional Cardmember must request enrollment. The effective
247 date of enrollment is the date the Company receives and validates the enrollment request.

248

249 **Entire Contract**

250 The entire contract of insurance consists of the Policy, Master Policy Application, Certificate of
251 Insurance, Enrollment Request and any Policy riders. Any statements made on the Enrollment
252 Request, in the absence of fraud, are deemed representations and not warranties.

253

254 This Policy may be changed at any time by written agreement between the Policyholder and the
255 Company. Only the Company's President, Vice-President or Secretary may change or waive the
256 provisions of the Policy. No agent or other person may change the Policy or waive any of its
257 terms.

258

259 **Legal Actions**

260 No legal action may be brought to recover against the Policy within 60 days after written proof of
261 loss has been given. No such action may be brought after five years from the time written proof
262 of loss is required to be given.

263

264 If a time limit of the Policy is less than allowed by the laws of the state where the Covered Person
265 lives, the limit is extended to meet the minimum time allowed by such law.

266

267 **Maximum Indemnity**

268 Duplicate or multiple enrolled Accounts shall not obligate the Company to pay for more than one
269 loss sustained by any one individual Covered Person as a result of any one Occurrence under
270 this coverage in excess of the limit stated herein.

271

272 **Misrepresentation, Non-Disclosure or Fraud**

273 Coverage is not provided to the Covered Person under the Policy if, whether before or after an
274 event's Occurrence, the Covered Person has intentionally concealed, omitted or misrepresented
275 any material fact or circumstance concerning the application of this insurance, the subject of this
276 insurance, or the interest of the Covered Person therein, or in case of any fraudulent or false
277 swearing by the Covered Person relating thereto.

278

279 If any claim made is determined to be false or fraudulent, or if any false or fraudulent means or
280 devices are used by the Covered Person or by anyone acting on behalf of the Covered Person,
281 there is no coverage for the Covered Person under the Policy. Any claim intentionally submitted
282 for an amount in excess of the true value of actual expenses incurred shall be deemed false or
283 fraudulent within the meaning of this provision.

284

285 **Multiple Certificates of Insurance for each Covered Trip**
286 This Certificate of Insurance supersedes any Certificate of Insurance previously issued to You for
287 [International Medical Protection]. A Covered Person may qualify under only one Certificate of
288 Insurance for each Covered Trip. If any Covered Person is insured under more than one
289 Certificate of Insurance for [International Medical Protection], We will consider that person to be
290 insured under the most recently issued Certificate of Insurance. We will refund any duplicated
291 premium payments that may have been made on behalf of that person. The records maintained
292 by the Policyholder shall determine the insurance provided for any Covered Person.
293

294 **Physical Examination and Autopsy**
295 We may require that the Covered Person be examined by a Physician of Our choice. This may be
296 done as often as reasonably necessary while a claim is pending or while We are paying benefits.
297 We may require an autopsy where lawful. We will pay the cost of both the exam and autopsy.
298

299 **Premiums**
300 A premium charge of [\$14.95] will be billed to the Basic or Additional Cardmember's Account
301 each time a Scheduled Airline fare with an International destination is charged to that Account.
302 There may be occasions when such premium charges are billed to the Basic or Additional
303 Cardmember's Account for cancelled trips, uninsured persons, itinerary changes, ticket
304 upgrading, non-Scheduled Airline flights, baggage or other such non-covered airline services. If
305 any such charges are billed to the Basic or Additional Cardmember, the Cardmember must
306 contact American Express for a refund.
307

308 **Premium Changes**
309 We have the right to change the premium rates. We will provide written notice to You at least 31
310 days before the date of change. Premium changes may occur if You change Your state of
311 Permanent Residence.
312

313 **Time Limit on Certain Defenses**
314 After two years from the date of enrollment, no misstatements, except fraudulent misstatements,
315 during enrollment may be used to void the coverage or deny any claim for loss incurred after the
316 two-year period.
317
318

SECTION III TERMINATION AND CANCELLATION OF INSURANCE

319
320 Except as specified below, as long as You remain a Cardmember, this coverage will
321 automatically be renewed until You notify the Company. Coverage will terminate or cancel at
322 12:01 a.m. on the date immediately following the earliest of these events:

- 323 1. The Covered Person no longer maintains a Permanent Residence within the 50 United
324 States of America or District of Columbia;
- 325 2. You request termination of insurance;
- 326 3. When We determine that misrepresentation, non-disclosure or fraud in enrollment or claims
327 presentation has occurred;
- 328 4. The Policy or any benefit under the Policy is cancelled;
- 329 5. The Participating Organization ceases to participate in the Policy;
- 330 6. All Your Accounts are cancelled;
- 331 7. You move Your Permanent Residence to a state where the Policy is not available.
332

333 Cancellation or termination will not prejudice any claim originating prior to termination subject to
334 all other terms of this Policy.
335

**SECTION IV
PRE-EXISTING CONDITIONS EXCLUSION**

336
337 There is no coverage for any condition of a Covered Person if, during the 60 days preceding and
338 including the Coverage Effective Date: a) there was medical consultation, advice, examination or
339 treatment received or recommended by a Physician or Dentist for the condition; b) symptoms of
340 the condition were present which would have caused a prudent person to seek medical
341 consultation, advice, examination or treatment; or c) required taking prescribed medication,
342 unless the condition for which the prescribed medication was required remained controlled
343 without any adjustment of the prescribed medication.
344

**SECTION V
DESCRIPTION OF BENEFITS**

345
346 **Emergency Medical Evacuation/Repatriation Benefit**
347 An amount of insurance up to [\$25,000] per Covered Person per Covered Trip will be known as
348 the Emergency Medical Evacuation/Repatriation Benefit and provides coverage as described
349 below. This benefit is in EXCESS of other sources of insurance payable to the Covered Person.
350

351 **Evacuation**
352 If the Covered Person suffers from an Emergency Condition that occurs during the first [45] days
353 of a Covered Trip, while in International territory and requires Medically Necessary treatment, We
354 will arrange for and pay Reasonable and Customary services required for evacuation to the
355 nearest adequate medical facility. This service will be arranged only if the Covered Person's
356 Attending Physician determines that adequate medical treatment is not locally available. Medical
357 evacuation services will be provided through a medical transportation specialist or, if appropriate,
358 by Common Carrier Conveyance. Transportation will be arranged after determination by the
359 Covered Person's Attending Physician that the Covered Person is experiencing an Emergency
360 Condition, and is in need of evacuation. We must be notified by the Covered Person or Attending
361 Physician that evacuation is required.
362

363 When the Covered Person is confined in a medical facility and the Attending Physician
364 determines it is feasible and Medically Necessary to transfer the Covered Person to a medical
365 facility nearer the Covered Person's Permanent Residence to recuperate in familiar surroundings,
366 medical evacuation for the Covered Person will be provided.
367

368 If We have previously evacuated the Covered Person to a medical facility and the Attending
369 Physician determines that it is Medically Necessary for the Covered Person to be returned to the
370 point of departure, We will pay the Covered Person's medical evacuation airfare or Common
371 Carrier Conveyance costs from that facility to the Covered Person's return destination within one
372 year from the Covered Person's original Covered Trip Conclusion Date, less refunds from the
373 Covered Person's unused transportation tickets. This benefit will be provided only if the Attending
374 Physician determines that the Covered Person's medical condition will not substantially change
375 within seven days following Hospital discharge or completion of treatment, thereby allowing the
376 Covered Person to complete the Covered Trip as originally planned. Airfare costs will be of the
377 same class as the Covered Person's original tickets.
378

379 We will not pay for services arranged without Our prior consent or approval unless it is shown not
380 to have been reasonably possible to seek prior consent or approval and that consent or approval

381 was sought as soon as was reasonably possible. Evacuation expenses will be paid only for the
382 Covered Person suffering an Emergency Condition.

383

384 **Repatriation of Mortal Remains**

385 When death occurs during the first [45] days of a Covered Trip and while in International territory,
386 We will pay the Reasonable and Customary expenses for the preparation and transportation of
387 the Covered Person's remains or ashes to the commercial airport nearest the Covered Person's
388 Permanent Residence. We will not pay for services arranged without Our prior consent or
389 approval unless it is shown not to have been reasonably possible to seek prior consent or
390 approval and that consent or approval was sought as soon as was reasonably possible.

391

392 **Visitor To Covered Person's Bedside**

393 During the first [45] days of a Covered Trip, We will pay for economy class round trip
394 transportation to the Covered Person's bedside for one person in the event a Physician
395 determines Hospital care of [five] days or more is warranted for the Covered Person. The
396 Covered Person must be confined to an International Hospital. We will not pay for services
397 arranged without Our prior consent or approval unless it is shown not to have been reasonably
398 possible to seek prior consent or approval and that consent or approval was sought as soon as
399 was reasonably possible.

400

401 **Change of Flight**

402 Should the Covered Person suffer an Emergency Condition that occurs during the first [45] days
403 of a Covered Trip, while in International territory and which leaves the Covered Person confined
404 to an International Hospital, and if due to this the Covered Person is unable to return to the point
405 of departure on the date originally scheduled, We will pay up to [\$200] associated with a ticket
406 change for the Covered Person's Scheduled Airline flight. This coverage will be payable on
407 tickets which have a scheduled return date. Change fees will be paid only for the Covered
408 Person suffering an Emergency Condition.

409

410 **Emergency Medical and Dental Expense Benefit**

411 An amount of insurance up to [\$25,000] per Covered Person per Covered Trip will be known as
412 the Emergency Medical and Dental Expense Benefit and provides coverage as described below.
413 This benefit is in EXCESS of other sources of insurance payable to the Covered Person.

414

415 If the Covered Person is admitted to a Hospital or clinic as an inpatient, the Covered Person must
416 make an effort to notify Us within 48 hours of admission in order to confirm the conditions of
417 coverage. The Covered Person must ask the Attending Physician or facility to contact Us
418 immediately so We can confirm coverage and arrange direct payment of the covered medical
419 expenses.

420

421 **Medical Benefit**

422 If the Covered Person suffers an Emergency Condition that occurs during the first [45] days of a
423 Covered Trip, while in International territory and directly results in such Medically Necessary
424 expenses as shown below, We will pay for the Reasonable and Customary medical expense
425 incurred within [90] days from the date of the initial Medically Necessary treatment for an
426 Emergency Condition subject to the limits provided for in the Policy and shown in the Schedule of
427 Benefits. Benefits payable will not exceed the Reasonable and Customary amounts. Initial
428 treatment for the Emergency Condition must take place during the Covered Trip and in
429 International territory.

430

431 Medically Necessary expenses directly related to the Emergency Condition must be for:

432

- 433 1. Treatment by a Physician;
- 434 2. Medical services provided in a Hospital;
- 435 3. The use of an ambulance.

436

Dental Benefit

437 If the Covered Person suffers an Emergency Condition that occurs during the first [45] days of a
438 Covered Trip, while in International territory and directly results in Medically Necessary dental
439 care, including any dental surgery, benefits are limited to [\$500] for Reasonable and Customary
440 expenses incurred for the treatment of sound natural teeth only. Initial treatment for the
441 Emergency Condition must take place during the Covered Trip and in International territory. All
442 benefits for dental care, including dental surgery, cease on the Covered Trip Conclusion Date.
443

444 **We will not pay evacuation, repatriation or medical and dental expenses for:**

- 445 1. Experimental procedures;
- 446 2. Benefits which the Covered Person is entitled to under any Worker's Compensation act;
- 447 3. Any surgical or medical treatment which can reasonably be delayed until the Covered Person
448 returns to or arrives at either a Temporary or Permanent Residence;
- 449 4. Any treatment or medication which at the time of departure is required to be continued during
450 the Covered Trip;
- 451 5. Any costs for repatriation of mortal remains not authorized by Us;
- 452 6. The additional cost of a single or private room at a Hospital except when the Physician
453 treating the Covered Person considers it Medically Necessary;
- 454 7. Any dental appliance, any dental or medical prosthesis, hearing aids, contact or corneal
455 lenses, or prescription glasses or spectacles to include any examination of the eyes for these
456 purposes;
- 457 8. Cosmetic surgery, except surgery that is reconstructive, incidental and related to an
458 Emergency Condition;
- 459 9. Foot care, in connection with corns, calluses, flat feet, fallen arches, weak feet, chronic foot
460 strain or symptomatic complaints of the feet;
- 461 10. Care in connection with the detection and correction, by manual or mechanical means, of
462 structural imbalance, distortion or subluxation in the human body for purposes of removing
463 nerve interference and the effects thereof, where such interference is the result of or related
464 to distortion, misalignment or subluxation of or in the vertebral column;
- 465 11. Treatment provided in a United States government Hospital;
- 466 12. Rest, spa or bath cures, nursing home or custodial care;
- 467 13. Any transportation other than the medical evacuation/repatriation arranged by Us or use of an
468 ambulance;
- 469 14. Any surgical or medical treatment planned or scheduled prior to the Covered Trip Departure
470 Date and received on the Covered Trip.

471
472 **Exclusions**

473 Benefits will not be paid if the loss for which coverage is sought was directly or indirectly, wholly
474 or partially, contributed to or caused by any of the following:

- 475 1. As applicable to the Emergency Medical and Dental Expense Benefit only, pre-existing
476 conditions as defined in Section IV, Pre-Existing Conditions Exclusion with the exception of
477 congenital anomalies of a Dependent child;
- 478 2. Any mental or emotional condition, whether diagnosed or undiagnosed;
- 479 3. Any addiction to drugs, alcohol, prescribed or non-prescribed medication or any other
480 substance;
- 481 4. Pregnancy, resulting childbirth or abortion except to the extent coverage is required for
482 Complications of Pregnancy;
- 483 5. Suicide, attempted suicide or intentionally self-inflicted injury while sane;
- 484 6. Consumption of alcohol at or in excess of the legal blood alcohol level in the state or locality
485 in which the loss occurred;
- 486 7. Being under the influence of any drug unless taken as prescribed or administered on the
487 advice of a Physician or Dentist;
- 488 8. Operating or learning to operate any aircraft as pilot or serving as a crew member;
- 489 9. Operating a motor vehicle without a current and valid operator's license (except in a Driver's
490 Education Program);
- 491 10. Participation in professional sporting events (including training);
- 492 11. Intentional exposure to exceptional danger except in an attempt to save human life;

- 493 12. Fighting, brawling or injury from a firearm or knife or any other lethal instrument during a fight
494 or brawl unless acting in self defense;
495 13. A condition:
496 a. For which a Covered Person is either receiving or on a waiting list to receive treatment,
497 b. With respect to which a Covered Person has received a terminal prognosis,
498 c. Which has caused a medical practitioner to advise against traveling or for which the
499 Covered Trip is undertaken solely for the purpose of obtaining medical treatment;
500 14. Any activity directly related to and occurring while in the service of any armed military force of
501 any nation state recognized by the United Nations;
502 15. Participation in a riot, civil disturbance or insurrection;
503 16. War or any act of war, whether declared or undeclared;
504 17. Detention or arrest by any branch of any government of any nation state recognized by the
505 United Nations;
506 18. Violation of a criminal law, offense or infraction, whether cited or charged, by or on behalf of
507 the Covered Person or Covered Person's beneficiary.
508

509 **Excess Coverage**

510 The Emergency Medical Evacuation/Repatriation Benefit and the Emergency Medical and Dental
511 Expense Benefit are EXCESS over any other health, medical, dental or accident insurance
512 coverage the Covered Person may have available. If We pay benefits to cover expenses
513 incurred during a Covered Trip, We reserve the right to seek reimbursement from the Covered
514 Person's other health, medical, dental or accident insurance plans, and Covered Persons must
515 cooperate with Us if We seek to recover such expenses.
516

517 **Claims**

518 **Notice of Claim**

519 Notice of claim should be provided to Us within 30 days of the loss. Failure to provide notice of
520 claim within 30 days will not invalidate a claim or reduce any benefit payment that may be found
521 to be eligible, if it can be shown that it was provided as soon as reasonably possible. Notice of all
522 claims must be given to [International Medical Protection, P.O. Box 792, Golden, CO 80402-0792
523 or by calling 1-800-332-4899 within the United States or collect to 1-(303)-273-6497 from
524 anywhere else].
525

526 **Claim Forms**

527 Upon notice of claim, the Covered Person will be sent forms to file proof of loss. If the forms are
528 not sent within 15 days after We receive notice of claim, then the Covered Person may meet the
529 proof of loss requirements by giving Us a written statement of the nature and extent of the loss in
530 accordance with the Proof of Loss provision.
531

532 **Proof of Loss**

533 Proof of loss must describe the incident, extent and type of loss. All information and evidence
534 required by Us shall be furnished at the expense of the Covered Person or a personal
535 representative and shall be in such form and of such nature as We may prescribe. You are
536 required to cooperate with Us and provide documentation as requested by Us which is required
537 and necessary to process Your claim and determine if benefits are payable. We reserve the right
538 to request additional information.
539

540 Satisfactory proof of loss must be provided to Us within 90 days after the date the loss occurs
541 except if it can be shown that it was provided as soon as reasonably possible.
542

543 **Time Payment of Claims**

544 Claims eligible for payment will be paid immediately and in accordance with state regulations
545 upon Our receipt of satisfactory proof of loss. Benefits that provide for periodic payment will be
546 paid monthly. Accidental Death and Dismemberment benefits will be paid in a single, lump sum.
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Payment of Claims

Benefits are paid directly to the Covered Person, except for medical benefits which may be paid directly to the provider of medical services.

Any payment that We make in good faith will fully discharge Us to the extent of that payment.

In Witness Whereof, We have caused this Certificate of Insurance to be signed by Our officers.



[Joy A. Hanson
President
AMEX Assurance Company]



[John M. Collins
Secretary
AMEX Assurance Company]

561
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566

1 **[International Medical Protection]**
2 Underwritten by AMEX Assurance Company

3
4 [ENROLLMENT REQUEST for the exclusive use of:]

5
6 [Mr. John Doe
7 123 Main Street
8 Anytown, Anystate 12345
9 Account Number 123456789]

10
11 [Your account number has been scrambled for your protection.]

12
13 Yes, please enroll me in [International Medical Protection] ([\$14.95] per Covered Person Per Covered Trip)

14
15 [] [On behalf of my company, I as Authorizing Officer] hereby request enrollment in the selected benefit option,
16 underwritten by AMEX Assurance Company, under Master Policy AX0126 or Policy Form Number IMP-IND. I
17 have read, understand and agree to the Summary Terms and Conditions. I understand that coverage is effective
18 when American Express receives and validates this enrollment request. I understand that the premium will be
19 charged to my Card account whenever I purchase a Scheduled Airline ticket with an International destination
20 using my American Express Card, until I terminate my enrollment in the plan.]

21
22 X _____
23 [Signature of [Cardmember][Authorizing Officer]] Date

24
25 [Authorizing Officer must be one of the following: President/Chairperson, Vice President, Treasurer, Owner,
26 Partner, General Manager]

27
28 [E-mail address (optional) _____]

29 [We may send you e-mail messages with important information about your account and offers that may be suited
30 to your needs. Please visit the American Express Privacy Statement at <http://www.americanexpress.com/privacy>
31 for more details and to set your e-mail preferences.]

32
33 ***Any person who, with intent to defraud or knowledge that he/she is facilitating a fraud against an insurer,
34 submits an application or files a claim containing a false or deceptive statement may be guilty of
35 insurance fraud. [(For Virginia-may have violated the state law.)]***

36
37 ***[For District of Columbia-It is a crime to provide false or misleading information to an insurer for the
38 purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In
39 addition, an insurer may deny insurance benefits if false information materially related to a claim was
40 provided by the applicant.]***

<i>SERFF Tracking Number:</i>	<i>AMEE-125605937</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AMEX Assurance Company</i>	<i>State Tracking Number:</i>	<i>38689</i>
<i>Company Tracking Number:</i>	<i>AX0126-AR-0009</i>		
<i>TOI:</i>	<i>H19G Group Health - Travel</i>	<i>Sub-TOI:</i>	<i>H19G.000 Health - Travel</i>
<i>Product Name:</i>	<i>International Medical Protection</i>		
<i>Project Name/Number:</i>	<i>IMP/AX0126-AR-0009</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AMEE-125605937

State: Arkansas

Filing Company: AMEX Assurance Company

State Tracking Number: 38689

Company Tracking Number: AX0126-AR-0009

TOI: H19G Group Health - Travel

Sub-TOI: H19G.000 Health - Travel

Product Name: International Medical Protection

Project Name/Number: IMP/AX0126-AR-0009

Supporting Document Schedules

Satisfied -Name:	Certification/Notice	Review Status:	Approved-Closed	04/21/2008
Comments:	Please see below.			
Attachment:	CertificationofCompliance.pdf			

Bypassed -Name:	Application	Review Status:	Approved-Closed	04/21/2008
Bypass Reason:	Please see Form Schedule.			
Comments:				

Satisfied -Name:	Description of Variable Material	Review Status:	Approved-Closed	04/21/2008
Comments:	Please see below.			
Attachment:	IMP-EF 12.06 Explanation of Variable Material.pdf			

CERTIFICATION OF COMPLIANCE

Micki C Koehler, an officer of AMEX Assurance Company, does hereby certify that the best of its knowledge and belief that the accompanying policy form as identified by the listing attached hereto, are in compliance with all laws, rules and regulations of the State of

Dated: _____

By: _____

Title: Assistant Secretary

Explanation Variability for Bracketed Material

Line Number	Description of Variability for Bracketed Material
Form Number: IMP-EF 12/06	
1, 13	The marketing name of the product prints here.
13	The corresponding premium will be printed here. If required, the premium will be filed for approval with the state insurance department.
15, 23, 25-26, 28	Will be either included or omitted as is.
4, 11, 15-20, 29-31	Will be either included or omitted and is variable within. Dependent upon marketing campaign. Language shown is representative sample.
6-9	Information will either be pre-filled or fill in the blank.
35, 37-40	May be omitted if these states not receiving enrollment form. Language is not variable.