

SERFF Tracking Number: MWSG-126568658 State: Arkansas
 Filing Company: AMEX Assurance Company State Tracking Number: 45438
 Company Tracking Number: AECRI-CRT-AR 3/10
 TOI: H19G Group Health - Travel Sub-TOI: H19G.000 Health - Travel
 Product Name: American Express Car Rental Insurance
 Project Name/Number: /

Filing at a Glance

Company: AMEX Assurance Company

Product Name: American Express Car Rental Insurance SERFF Tr Num: MWSG-126568658 State: Arkansas

TOI: H19G Group Health - Travel SERFF Status: Closed-Approved-Closed State Tr Num: 45438

Sub-TOI: H19G.000 Health - Travel Co Tr Num: AECRI-CRT-AR 3/10 State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Rosalind Minor

Authors: June Stracener, Linda Adair Disposition Date: 04/20/2010

Date Submitted: 04/15/2010 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval Implementation Date:
 State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Not Filed
 Project Number: Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments: Filing to be submitted to domestic state in short order.

Explanation for Combination/Other: Market Type: Group
 Submission Type: New Submission Group Market Size: Large
 Overall Rate Impact: Group Market Type: Discretionary
 Filing Status Changed: 04/20/2010 Explanation for Other Group Market Type:
 State Status Changed: 04/20/2010

Deemer Date: Created By: Linda Adair
 Submitted By: Linda Adair Corresponding Filing Tracking Number:

Filing Description:
 AMEX Assurance Company
 NAIC #: 27928; FEIN: 36-2760101
 Group Health Travel Form Filing
 "American Express Car Rental Insurance"
 Company File Number: AECRI-CRT-AR 3/10
 • Certificate of Insurance (Form No. AECRI-CRT-AR 3/10)

SERFF Tracking Number: MWSG-126568658 State: Arkansas
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- Enrollment Form (Form No. AECRI-EF 1/10)
- Participating Organization Application (Form No. AX0126-PA 2/10)

On behalf of AMEX Assurance Company (the "Company"), we respectfully submit the above-referenced forms for your review and approval. The first two forms listed above are new and do not replace any previously approved forms.

The third form, AX0126-PA 2/10, will replace Form AX0126-PA 11/09 (stamped "APPROVED" by your Department on January 11, 2010). The Company amended Form AX0126-PA 11/09 to add reference to the coverage that is the subject of this filing (car rental insurance).

As explained further below, this car rental coverage includes both property and casualty benefits and ancillary accident benefits. Based on an earlier communication with your office, it is our understanding that the forms for coverage such as this are to be filed only with the Life and Health Division and do not need to be filed separately with your Department's Property/Casualty Division. If our understanding is not correct, please notify us immediately.

The captioned forms will be used under Master Group Policy AX0126 (the "Policy") issued to AMEX Assurance Travel Group Trust (the "Master Policyholder"). The group is situated in Rhode Island, and the Policy was approved in that state on February 26, 2002.

Group certificate holders under American Express Car Rental Insurance (the "Program") include individuals who are affiliated with participating organizations and who desire to insure a rental car against physical damage and theft. In some coverage options, the Program also covers loss of personal property when secured in the rented vehicle. Some plans under this Certificate also cover losses due to accidental injury and accidental death and dismemberment ("AD&D").

The certificate holder, or enrollee, is the individual who applies and pays for coverage. Covered persons, depending on the coverage and circumstances, may be the individual who signs a rental car agreement with a rental car company, other authorized drivers of the rental car and/or passengers permitted by the renter to board the rental car.

Benefits and coverage levels vary depending on the coverage options offered by the Company or selected by the enrollee. There are four possible benefit options under the Program:

1. Up to \$25,000 of physical damage and theft coverage, with a \$250 deductible;
2. Up to \$50,000 of physical damage and theft coverage;
3. Up to \$50,000 of physical damage and theft coverage, with ancillary AD&D benefits up to \$100,000 and accidental injury benefits up to \$10,000;
4. Up to \$100,000 of physical damage and theft coverage, with ancillary AD&D benefits up to \$100,000, accidental injury benefits up to \$15,000 and coverage for loss of personal property up to \$5,000.

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Coverage options 1-3 charge a per day premium while coverage option 4 charges a per rental premium. Coverage levels and the corresponding premium charge are referenced in the enrollment form filed with this coverage and explained in detail in the actuarial memorandum.

The primary marketing channels at launch of the coverage will consist of direct mail and in-bound and out-bound telemarketing. Purchase of coverage is voluntary. The minimum age of the renter or other authorized driver likely will be at least 21 or 25, depending on the criteria of the rental car company and any applicable law. Authorized passengers may be any age.

Company and Contact

Filing Contact Information

John Harriman, Attorney jharriman@mwlaw.com
 425 West Capitol Avenue 501-688-8876 [Phone]
 Little Rock, AR 72201-3525 501-918-7876 [FAX]

Filing Company Information

(This filing was made by a third party - MWSGW01)

AMEX Assurance Company	CoCode: 27928	State of Domicile: Illinois
19640 N. 31st Avenue	Group Code:	Company Type: Property/Casualty
Mail Code 180219	Group Name:	State ID Number:
Phoenix, AZ 85027	FEIN Number: 36-2760101	
(800) 618-8441 ext. [Phone]		

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50 forms filing fee
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AMEX Assurance Company	\$50.00	04/15/2010	35697318
AMEX Assurance Company	\$100.00	04/20/2010	35802332

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	04/20/2010	04/20/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	04/19/2010	04/19/2010	Linda Adair	04/20/2010	04/20/2010

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Additional Filing Fees	Note To Reviewer	Linda Adair	04/20/2010	04/20/2010
Additional Filing Fees	Note To Filer	Rosalind Minor	04/19/2010	04/19/2010

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Disposition

Disposition Date: 04/20/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Third Party Authorization	Approved-Closed	Yes
Supporting Document	Statement of Variability	Approved-Closed	Yes
Supporting Document	Actuarial Memorandum	Approved-Closed	No
Supporting Document	Cover Letter dated 04-15-10	Approved-Closed	Yes
Form (revised)	Certificate of Insurance	Approved-Closed	Yes
Form	Enrollment Form	Approved-Closed	Yes
Form	Participating Organization Application	Approved-Closed	Yes
Form	Certificate of Insurance	Replaced	Yes

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 04/19/2010

Submitted Date 04/19/2010

Respond By Date

Dear John Harriman,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certificate of Insurance, AECRI-CRT-AR 3/10 (Form)

Comment:

Upon review of this submission, I questioned as to whether this would be considered a health product or a P&C product.

I had Alexa Grissom of our P&C Division review the product and she confirmed that this product should have been submitted through Property and Casualty.

With that said, for future filing of similar products, please submit through the P&C Division.

Upon Alexa's review, she noted one area that needed to be addressed. Refer to Page 10 under item g., Right of Recovery. The language on the last sentence should also be included under item h., subrogation.

If you should have questions, please give me a call at (501)371-2767.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State

Response Letter Date 04/20/2010

Submitted Date 04/20/2010

Dear Rosalind Minor,

Comments:

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Thank you for your quick response to the filing and for pointing out the omission.

Response 1

Comments: The Certificate has been revised to include the Right of Recovery language under Item H, Subrogation as recommended. This revision appears on Page 11 of 14. The revised Certificate is attached.

Related Objection 1

Applies To:

- Certificate of Insurance, AECRI-CRT-AR 3/10 (Form)

Comment:

Upon review of this submission, I questioned as to whether this would be considered a health product or a P&C product.

I had Alexa Grissom of our P&C Division review the product and she confirmed that this product should have been submitted through Property and Casualty.

With that said, for future filing of similar products, please submit through the P&C Division.

Upon Alexa's review, she noted one area that needed to be addressed. Refer to Page 10 under item g., Right of Recovery. The language on the last sentence should also be included under item h., subrogation.

If you should have questions, please give me a call at (501)371-2767.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Certificate of Insurance	AECRI-CRT-AR 3/10		Certificate	Initial		51.800	AR Certificate AECRI-CRT-AR 03-10

SERFF Tracking Number: MWSG-126568658 *State:* Arkansas
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TOI: H19G Group Health - Travel *Sub-TOI:* H19G.000 Health - Travel
Product Name: American Express Car Rental Insurance
Project Name/Number: /

Revised
04-10.pdf

Previous Version

<i>Certificate of Insurance</i>	<i>AECRI- CRT-AR 3/10</i>	<i>Certificate</i>	<i>Initial</i>	<i>51.800</i>	<i>AR Certificate AECRI- CRT-AR 03-10.pdf</i>
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No Rate/Rule Schedule items changed.

We do appreciate your assistance in this filing. Future filings of similar products will be submitted through the P&C Division as advised.

Sincerely,
June Stracener, Linda Adair

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Note To Reviewer

Created By:

Linda Adair on 04/20/2010 10:50 AM

Last Edited By:

Rosalind Minor

Submitted On:

04/20/2010 11:01 AM

Subject:

Additional Filing Fees

Comments:

The \$100 additional filing fee has been submitted. Thanks.

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Product Name: American Express Car Rental Insurance
Project Name/Number: /

Note To Filer

Created By:

Rosalind Minor on 04/19/2010 09:10 AM

Last Edited By:

Rosalind Minor

Submitted On:

04/20/2010 11:01 AM

Subject:

Additional Filing Fees

Comments:

Our filing fees under Rule and Regulation 57 has been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$150.00. Please submit an additional \$100.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

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Form Schedule

Lead Form Number: AECRI-CRT-AR 3/10

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 04/20/2010	AECRI-CRT-AR 3/10	Certificate	Certificate of Insurance	Initial		51.800	AR Certificate AECRI-CRT-AR 03-10 Revised 04-10.pdf
Approved-Closed 04/20/2010	AECRI-EF	Application/Enrollment Form	Enrollment Form	Initial		51.800	Enrollment Form AECRI-EF 1-10 (GROUP).pdf
Approved-Closed 04/20/2010	AX0126-PA 2/10	Application/Participating Enrollment Form	Participating Organization Application	Revised	Replaced Form #: AX0126-PA 11/09 Previous Filing #: MWSG-126395068	51.800	Participating Organization Application AX0126-PA 2-10.pdf

[AMERICAN EXPRESS CAR RENTAL INSURANCE]

CERTIFICATE OF INSURANCE

Underwritten by AMEX Assurance Company
[MC: 180219, 19640 N. 31st Ave., Phoenix, AZ 85027]

Certificate prepared for: [John/Jane Doe]
Identification number: [xxxxxxxxxxxx]

We have issued the Group Master Policy AX0126 (herein called the Policy) to the Master Policyholder. This Certificate provides Rental Car insurance to the Renter Authorized Driver(s) and Passenger(s), subject to the exclusions and provisions of the Policy.

IF YOU ARE NOT FULLY SATISFIED WITH THE [AMERICAN EXPRESS CAR RENTAL INSURANCE] DESCRIBED WITHIN, YOU MAY VOID IT BY RETURNING THIS CERTIFICATE OF INSURANCE COVERAGE WITHIN [14] DAYS AFTER RECEIPT AND YOUR PREMIUM WILL BE REFUNDED IN FULL. HOWEVER, YOU ARE NOT ENTITLED TO A REFUND IF THE RENTAL PERIOD HAS BEGUN WITHIN THAT [14] DAY PERIOD.

IF YOU VOID THIS INSURANCE COVERAGE WITHIN [14] DAYS AFTER PURCHASING IT, WE WILL NOT OWE ANY BENEFITS UNDER THE COVERAGE.

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I. INTRODUCTION TO YOUR COVERAGE

This Certificate of Insurance Coverage (“Certificate”) provides rental car insurance coverage for You and/or other Covered Persons enrolled by You, as defined below. Benefits under this Certificate include: reimbursement for Damage to or Theft of a Rental Car; [secondary coverage for Damage to or Theft of Personal Property;] [secondary coverage for Accidental Injury expense benefit and Accidental Death or Dismemberment coverage.]

Coverage is worldwide except for Rental Cars rented in Australia, Ireland, Israel, Italy, Jamaica and New Zealand.

If You have questions or concerns about the coverage, or need help in an emergency involving a Rental Car, You may call Our 24-hour Travel Assistance Hotline at [1-800-332-4899]. Please be prepared to provide Your name, the names of all affected Covered Persons and the identification number on the front of this Certificate so We can best assist You.

The [American Express Car Rental Insurance] Plan does not provide insurance for personal liability, uninsured motorists, worker's compensation injuries, disability benefits of any kind, any coverage mandated by government or any other form of insurance coverage except as specifically described in this Certificate. **This Certificate replaces any other Certificate that You may have received previously.** The benefits described in this Certificate are subject to all the terms, conditions and exclusions of the Policy. **This Certificate is an important document. Please read it and keep it in a safe place.**

II. DEFINITIONS

Certain words used in this Certificate are capitalized throughout and have special meanings. Wherever the defined terms are used herein, the singular shall include the plural and the plural shall include the singular, as the context requires. Some words defined in this section only relate to certain benefits and may not apply if Your Certificate does not cover those benefits.

Accident means a motor vehicle incident involving a Rental Car during a Rental Period that directly results in either Damage to the Rental Car or an Accidental Injury, Dismemberment or an Accidental Death to a Covered Person.

Accidental Death means the death of a Covered Person as a direct result of an Accident.

Accidental Injury means bodily injury to a Covered Person as a direct result of an Accident. An Accidental Injury may neither, directly or indirectly, wholly or partially, result from nor be caused or contributed to by a disease, illness or infirmity, nor by the ingestion, injection or inhalation of any substance.

Account means the credit, charge, prepaid, or debit card Account(s) issued to an Enrollee in his/her name to which premiums will be billed. The Account(s) must be listed on the enrollment form or provided to a representative when enrolling by phone to be considered an eligible enrolled Account to which premium can be billed.

Authorized Driver means an individual authorized under the Rental Car Agreement to drive the Rental Car during the Rental Period. An Authorized Driver may or may not be the Renter.

Beneficiary means the person or entity designated by the Covered Person on forms and in a manner approved by Us to receive benefits in the event of Accidental Death of the Covered Person under the terms of this Certificate.

Boarding means being in the direct and immediate act of entering the seating compartment of the Rental Car. Once a person is sitting in the Rental Car, the act of Boarding is completed.

Company means AMEX Assurance Company, and its duly authorized agents or subcontractors.

Covered Person means the Renter, any Authorized Drivers and any Passengers who are Boarding, sitting in, riding in or Exiting from the Rental Car during the Rental Period. If the Enrollee pays for this coverage on behalf of other Covered Person(s), but is not an Authorized Driver, Passenger, or Renter, then the Enrollee is not a Covered Person.

Damage means the effect of any contact with or treatment of the Rental Car as a direct result of an Accident which requires repair in order to restore the Rental Car to its pre-Rental Period condition. [Damage also means any alteration or destruction of Personal Property which necessitates repair or replacement.]

Dismemberment means, with reference to hand or foot, complete and permanent severance through or above the wrist or ankle joint as a result of an Accident, and as used with reference to eye, means the irrecoverable loss of all sight out of that eye as a result of an Accident.

Domestic Partner means persons who either,

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

Enrollee means the person who authorizes completion of the enrollment form and who pays the required premium. Enrollee may or may not be the Renter.

Exceptional Danger means a circumstance in which a reasonably prudent person, using ordinary caution, would realize that he or she is at substantial risk of serious injury or death.

Exit or Exiting means being in the direct and immediate act of leaving the seating compartment of the Rental Car. Once the person's body is out of and not touching the Rental Car, the act of Exiting is completed.

Family Member means the Covered Person's Spouse, Domestic Partner, son or daughter (including adopted and those who are in the process of becoming adopted, foster, step or in-law), Spouse or Domestic Partner's son or daughter (including adopted and those who are in the process of becoming adopted, foster, step or in-law), brother or sister (including step or in-law), parent (including step or in-law), grandparent (including step or in-law), grandchild (including adopted and those who are in the process of becoming adopted, foster or step), aunt, uncle, niece, nephew, guardian, or ward.

Loss of Use means the unavailability of a Rental Car and consequent loss of revenue by the Rental Company due to Damage or Theft.

Unless otherwise required by law, the Rental Company must submit a fleet utilization log indicating that during such time:

1. no other Rental Car was available; and
2. there was a demand for a Rental Car.

Loss of Use is a fee calculated and charged by the Rental Company due to Damage or Theft of a Rental Car.

Master Policyholder means AMEX Assurance Travel Group Trust.

Medically Necessary means a service, supply, drug, or article that is used to treat an Accidental Injury:

1. recommended and approved by a Physician or Dentist acting within the scope of his or her license;
2. consistent with the Covered Person's condition or accepted standards of good medical practice;
3. medically proven to be effective for the Accidental Injury for which it is recommended or approved;
4. not performed mainly for the convenience of the Covered Person or the Physician or Dentist ;
5. not considered experimental or conducted for research purposes; and
6. the most appropriate level of services which can be safely provided to the Covered Person.

Participating Organization means an organization of which You are a member that has completed a Participating Organization Application under the Master Policy and has been accepted by the Company.

Passenger means a person, other than the Renter, whom the Renter permits to Board the Rental Car, but who is not an Authorized Driver.

Permanent Residence means the one primary dwelling place where the Covered Person resides and to which he or she intends to return.

Personal Property means any property that accompanies the Covered Person when Boarding the Rental Car or that is Secured in the Rental Car when the Covered Person is not sitting in or riding in the Rental Car.

Physician or Dentist means a licensed practitioner of the healing arts who acts within the scope of his or her license for the service or treatment given. The treating Physician or Dentist may not be a Covered Person, Family Member of the Covered Person, or anyone else related to the Covered Person by blood.

Plan means the Policy, including this Certificate, and the benefits described therein.

Policy means the Group Insurance Master Policy AX0126 issued to the Master Policyholder, including a copy of this Certificate, which is attached to the Policy issued to the Master Policyholder.

Preexisting Condition is an injury or other medical condition that existed, or for which the Covered Person was treated or received medical advice, before an Accident.

Rental Car means a four-wheeled, two-axle passenger type motor vehicle, designed for and sold to accommodate private passenger transport on public roads, rented to the Renter by the Rental Company, and intended to be operated by the Renter or Authorized Driver by means of a Rental Car Agreement with the Rental Company. A Rental Car includes, but is not limited to, a pick-up truck, cargo or sport utility vehicle (SUV). For a complete list of excluded vehicles refer to section on Terms That Apply To All Benefits subsection General Limitations and Exclusions.

Rental Car Agreement means the contract that the Renter signs and receives when renting a Rental Car from a Rental Company which describes in full the terms and conditions of the contractual relationship.

Rental Company means a commercial car rental agency that is licensed under the laws of the applicable jurisdiction and whose primary business is renting private passenger motor vehicles. A Rental Company does not include a moving van rental company or any business which may incidentally rent a motor vehicle to a customer, such as an auto dealership or auto body repair shop.

Rental Period means that period of time beginning when the Renter or Authorized Driver Boards the Rental Car for the first time and ending when the Renter or Authorized Driver Exits from the Rental Car for the last time in order to surrender all the keys and the custody of the Rental Car to the Rental Company. If a Rental Period is for more than (45) consecutive calendar days, only the first (45) consecutive calendar days will be covered under this Plan.

Renter means the person who enters into a Rental Car Agreement with the Rental Car Company, who is enrolled for coverage under this Plan and who has a Permanent Residence in the 50 United States of

America or the District of Columbia and legally resides in that location.

Secured means locked in the trunk of the Rental Car or locked in the seating compartment of the Rental Car with all windows fully closed and all Covered Persons absent the vicinity of the Rental Car.

Spouse means a person to whom the Covered Person is lawfully married.

Theft means taking or driving of the Rental Car by a person other than the Renter or an Authorized Driver without the permission of the Renter. [Theft also means the taking of Secured Personal Property of a Covered Person, without the permission of the Covered Person.]

We, Us, Our means the Company.

You, Your means the Enrollee, which may or may not be the Renter.

III. DESCRIPTION OF BENEFITS

A. DAMAGE AND THEFT BENEFIT

1. Benefit Description

If Damage to or Theft of the Rental Car occurs during the Rental Period, the Plan will pay a benefit up to a maximum of [\$100,000] per Rental Period for:

- a.** The lesser of:
 - (1) the actual cost to repair the Damage to the Rental Car;
 - (2) the wholesale monetary worth of the Rental Car at the time of the Damage or Theft as stated in an authority commonly used to determine such worth, or book value, minus salvage and depreciation costs; or
 - (3) the invoice purchase price of the Rental Car, minus salvage and depreciation costs.

- b.** Loss of Use; and

- c. Reasonable and necessary charges related to the Rental Car subsequent to the Damage or Theft, such as towing and storage, which are charged by the nearest vendor or facility capable of rendering assistance and which are the usual and customary charges in the locale where the Damage or Theft occurred.

2. Limitations and Exclusions Applicable to Damage and Theft of the Rental Car

In addition to the General Exclusions and Limitations described in the section on Terms That Apply To All Benefits, the Plan will not pay for the following under the Damage and Theft benefits:

- a. costs attributed to the Rental Company's normal course of doing business and expenses assumed, waived or paid for by the Rental Company or its insurer;
- b. Damage that has occurred prior to the Rental Period;
- c. defect in the manufacture of the Rental Car;
- d. diminishment of value, unless required by law;
- e. depreciation, unless reimbursement for depreciation is required by law;
- f. wear and tear, including such effects caused gradually over time; [or]
- g. any property other than the Rental Car [or Personal Property][; or]
- h. [the first [\$250] of expense for Damage or Theft of the Rental Car;].

3. [Damage and Theft Benefit for Personal Property

a. Benefit Description

We will reimburse a Covered Person the lesser of the following benefits, if an Accident causes Damage to Personal Property of the Covered Person, or if Theft of the Covered Person's Secured Personal Property occurs:

- (1) the replacement cost, less depreciation, as determined by the Company, of the Personal Property at the time of Damage or Theft; or

- (2) the cost of repair to the Personal Property.

Personal Property for each Covered Person is insured for up to \$5,000. If the Personal Property of more than one Covered Person is affected by Damage or Theft from the same Accident or incident of Theft, the total coverage for all such affected Personal Property is still \$5,000. The maximum payment will be apportioned to each Covered Person in the amount proportionate to the Covered Person's losses up to that Covered Person's damage limits.

b. Limitations and Exclusions Applicable to Damage and Theft of Personal Property

- (1) **Excess Coverage.** If other insurance is available to You which provides the same or similar coverage as that provided by this Personal Property coverage, this coverage becomes excess coverage and We will pay only that portion of the benefits described in this Certificate which are not reimbursed by other insurance, up to the benefit limits for this coverage.
- (2) If Theft of Personal Property that has been Secured occurs, there must be visible signs of forced entry to the Rental Car. Additionally, a report listing each stolen item of Personal Property must be filed with the appropriate law enforcement agency.
- (3) In addition to the General Limitations and Exclusions described in the section on Terms That Apply To All Benefits, the following limitations and exclusions apply to coverage for Damage and Theft of Personal Property. Benefits are not payable under this coverage for:
 - (a) any property other than Personal Property;
 - (b) Personal Property lost for reasons other than Damage of Theft;
 - (c) animals;
 - (d) furniture;
 - (e) art;
 - (f) money, securities, tickets, or documents; and
 - (g) items left in the Rental Car after the Rental Period.]

B. [ACCIDENTAL INJURY AND DEATH AND DISMEMBERMENT BENEFITS

1. Accidental Injury Benefit

If a Covered Person suffers an Accidental Injury, the Plan will pay a benefit up to a maximum of [\$15,000] for the Authorized Driver's or other Covered Person's treatment and supplies that are Medically Necessary.

- a. Medically Necessary treatment must begin within 90 days of the Accident that caused the Accidental Injury and must be completed within 52 weeks after the Accident.
- b. We will pay the usual and customary charges for Medically Necessary treatment, up to the benefit maximum for each Covered Person.
- c. **Excess Coverage.** If other insurance is available to You which provides the same or similar coverage as that provided by these Accidental Injury benefits, this coverage becomes excess coverage and We will pay only that portion of the benefits described in this Certificate which are not reimbursed by other insurance, up to the benefit limits for this coverage.

2. Accidental Death or Dismemberment Benefit

- a. If a Covered Person suffers an Accidental Death, the Plan will pay to the Beneficiary of that Covered Person \$100,000 if the Covered Person is the Renter and \$10,000 if the Covered Person is a Passenger or Authorized Driver other than the Renter.
- b. If a Covered Person suffers Dismemberment, the Plan will pay to that Covered Person the benefit amount as determined from the Table of Losses for Dismemberment below. The Table describes the percentage of the Covered Person's Accidental Death benefit that the Plan will pay to a Covered Person who suffers Dismemberment:

Both Hands or Both Feet.....	100%
Sight of Both Eyes.....	100%
One Hand and One Foot.....	100%
Either Hand or Foot and Sight of One Eye.....	100%
Speech and Hearing in Both Ears.....	100%
Either Hand or Foot.....	50%
Sight of One Eye.....	50%
Speech.....	50%
Hearing in Both Ears.....	50%
Thumb and Index Finger of the Same Hand.....	25%

- c. The Accidental Death or Dismemberment must occur within 365 days after the Accident.
- d. The benefit payment for Accidental Death or Dismemberment will be either for Accidental Death or for one category of loss for Dismemberment. If Dismemberment involves more than one category of loss, the Plan will pay the one amount which represents the greatest loss sustained by the Covered Person.
- e. Accidental Death or Dismemberment benefits will be paid in a single lump sum.

3. Physical Examination and Autopsy

The Company, at its expense, may examine the Covered Person as often as is reasonable while a claim is pending. The Company may also have an autopsy performed where it is not forbidden by law.

4. Maximum Benefit for all Covered Persons

If an Accident results in an Accidental Injury and an Accidental Death and/or Dismemberment to the Covered Person(s), and such occurrences merit payment under more than one of these benefits, the maximum payment shall not exceed \$300,000 to all Covered Persons affected by any one Accident. The maximum payment will be apportioned to each Covered Person or to each Covered Person's Beneficiary in the amount proportionate to the Covered Person's loss and the limit for which he or she was insured.

5. Exclusions applicable to Accidental Injury and Accidental Death and Dismemberment Benefits

In addition to the General Exclusions and Limitations described in the section on Terms That Apply To All Benefits, the Plan will not pay for the following:

- a. any injury of a Covered Person not caused by an Accident;
- b. any Preexisting Condition;
- c. any aggravation of a Preexisting Condition caused by an Accident;
- d. any disease, illness, or infirmity; or
- e. Accidental Injury covered under any state or federal workers' compensation, employer's liability or occupational disease law.

6. Limitation Applicable to Accidental Death and Dismemberment Benefit per Accident

If the Covered Person is enrolled in other coverage offered by AMEX Assurance Company that also provides a benefit for Accidental Death and Dismemberment, the maximum sum payable under all applicable coverage is \$3,500,000. This does not preclude the Covered Person from receiving all benefits to which he or she is entitled other than Accidental Death and/or Dismemberment benefits, up to the maximum limit disclosed in the Certificate of Insurance, under other AMEX Assurance Company policies.

7. Payment of Accidental Death Benefit to Beneficiaries

a. Designation of Beneficiary by Covered Person

A Covered Person may designate a Beneficiary to receive the Accidental Death benefit, or change a previously designated Beneficiary. To name or change a beneficiary, the Covered Person may call [1-800-332-4899] to receive a form for this purpose. In order for a Beneficiary designation or change of Beneficiary to be effective, Covered Person must complete and file the form with the Company. The designation or change of a Beneficiary will take effect as of the date it was signed, provided it has been received by the Company. Any payment of proceeds made by the Company prior to notification of a Beneficiary designation or a change of Beneficiary on the form satisfactory to the Company will fully discharge the Company to the extent of such payment.

If more than one Beneficiary is named without stating the respective interests of each Beneficiary, all Beneficiaries will share equally in any benefits.

b. Determination of Beneficiary when None is Designated

If the Covered Person does not designate a Beneficiary We will pay Accidental Death benefits to the first surviving class of the following classes: (1) Spouse or Domestic Partner of the Covered Person; (2) children of the Covered Person, equally per stirpes; or (3) the Covered Person's estate.

In determining such person or persons, We may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon any such affidavit will fully discharge Us from all obligations under the Policy unless, before such payment is made, We have received written notice of a valid claim by some other person. Any amount

payable based on the Accidental Death of a minor may be paid to the guardian of the estate of the minor.

If a benefit not exceeding \$1,000 is payable to an estate or a minor, We may pay such benefit to any relative by blood or with a connection by marriage to the Covered Person who is deemed by Us to be entitled. Any payment We make in good faith shall fully discharge Us to the extent of such payment.]

IV. TERMS THAT APPLY TO ALL BENEFITS

A. GENERAL PROVISIONS, INCLUDING PREMIUMS AND CLAIMS

1. When Coverage begins

Coverage is effective when the Rental Period begins, provided Your enrollment is received and validated by Us and You pay the correct premium prior to the beginning of the Rental Period.

2. Premiums

We will provide insurance coverage in return for premium payment. Premiums are payable by You in a manner acceptable to Us.

a. Due Date and Amount

Premium is due before Your Rental Period begins. Premium is [\$9.00] [per calendar day of the Rental Period] [for the entire Rental Period].

b. Refunds

If You cancel Your Rental Car reservation or terminate Your enrollment in this Plan within [14] days of the purchase of [American Express Car Rental Insurance], You are entitled to a full premium refund unless Your Rental Period has started during that period of time. You must contact Us at [1-800-332-4899] to request a premium refund.

3. Claims

If You or another Covered Person experiences a loss for which You believe a benefit is payable under this Plan, You must report the loss to the local law enforcement agency and provide Us with both Notice of Claim and Proof of Loss.

a. Report to Law Enforcement

Notification of Damage, including vandalism, Theft, or an Accident must be reported to the appropriate law enforcement agency as soon as reasonably possible. This requirement applies regardless of whether the

Rental Car is involved with other vehicles. Failure to notify may result in denial of benefits.

b. Notice of Claim

- (1) Notice of Claim should be provided to Us within [30] days of the loss. To insure prompt processing of Damage or Theft claims, You should provide notice of those claims as soon as possible after the date of loss. You may contact Us by calling toll-free stateside [1-800-332-4899] or, if from overseas, by calling collect [1-303-273-6497]. You may also write to Us at [American Express Car Rental Insurance][, PO Box 792, Golden CO 80402-0792.] The notice must contain the Covered Person's name, the identification number on Your Certificate and a brief description of the loss and associated expenses.
- (2) Failure to provide Notice of Claim within [30] days will not invalidate a claim or reduce any benefit payment covered under this Certificate if it can be shown that it was provided as soon as reasonably possible. No claim will be denied based upon Your failure to provide notice within such specified time, unless this failure operates to prejudice Our rights.

c. Claim Forms

At the time You provide Us with Notice of Claim, We will assist You with Your Proof of Loss by providing You with instructions and/or forms, which You may have to complete and return to Us. If We do not send the forms within [15] days after We receive Notice of Claim, You may meet the Proof of Loss requirements by giving Us a written statement of the nature and extent of the loss in accordance with the Proof of Loss provision below. You are required to cooperate with Us and provide forms and/or documentation as requested by Us. Such forms and documentation are required and necessary to process Your claim and determine if benefits are payable.

d. Proof of Loss

- (1) Proof of Loss requires You to send Us all information We request, at Your expense, in order that the Covered Person's claim may be evaluated and that We may make a determination as to whether the claim may be paid. The Proof of Loss documentation may be mailed to Us at the same address provided above for mailing the Notice of Claim.

- (2) You must provide Us with satisfactory Proof of Loss within [90] days after the date of the loss, or as soon as reasonably possible thereafter if You cannot reasonably submit the Proof of Loss within [90] days.
- (3) It is Your responsibility to provide all required documentation We request. We reserve the right to request all information We deem necessary to determine if a Covered Person's claim is payable. Proof of Loss is not complete until We receive all such information requested by Us.

Depending on the loss, required documentation may consist of, but may not be limited to:

- (a) itemized bill for repair or replacement of the Rental Car or item;
- (b) report from law enforcement agency (e.g., police report);
- (c) photos of Damage to the Rental Car;
- (d) copies of all claim documents and correspondence, provided by the Rental Company;
- (e) copy of the written Rental Car Agreement with the Rental Company;
- (f) death certificate and/or itemized medical bills and medical records;
- (g) signed authorization to obtain medical records;
- (h) completed claim form;
- (i) documentation from the Rental Company indicating that the Covered Person was responsible for the damages or loss; and
- (j) receipts or proof of ownership for stolen or damaged items.

e. Our Payment of Claims

- (1) **In general.** A claim for benefits provided by this Plan will be paid within [90 days] after Our receipt of complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan. Any payment made by Us in good faith pursuant to this or any other provision of this Plan will fully discharge Us to the extent of such payment.

- (2) **What We will pay.** In regards to benefits covered under this Certificate, We shall pay:
- (a) Damage and Theft benefits relating to the Rental Car either to the Renter or to the Rental Company.
 - (b) [Damage and Theft benefits relating to Personal Property of the Covered Person to whom the Personal Property belongs.]
 - (c) [Accidental Injury benefits to the Covered Person who is injured in the Accident.]
 - (d) [Dismemberment benefits to the Covered Person who suffers the Dismemberment in the Accident.]
 - (e) [Accidental Death benefits to the Beneficiary of the Covered Person, who is determined according to the provisions relating to the Accidental Injury, Death or Dismemberment benefits.]

4. Other General Terms

a. Change of Permanent Residence

You must notify Us within 30 days after You change Your Permanent Residence. If the change is to a different state, We may need to adjust the terms of Your coverage (including Your rates) to conform to the requirements of that state.

b. Clerical Error

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

c. Conformity with State and Federal Law

If a Plan provision does not conform to applicable provisions of State or Federal law, the Plan shall be deemed amended to comply with such law.

d. Entire Contract; Representation; Change

This Certificate, the Policy and any applications, endorsements or riders make up the entire contract. Any statement You make is a representation and not a warranty. This means that You make a statement to the best of Your knowledge based on facts known to You at the time. However, You are not warranting that such statement will remain true in the future. This Certificate may be changed at any time by written agreement between the Master Policyholder and the Company. Only the President, Vice-President or Secretary of the Company may change or waive the provisions of the Certificate. No agent or other person may change the Certificate or waive any of its terms.

This Certificate may be changed at any time by providing notice to You. A copy of the Policy will be maintained and kept by the Master Policyholder and may be examined at any time.

e. 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, another Covered Person or by anyone acting on Your behalf to obtain benefits, all benefits will be denied. We do not provide coverage to a Renter or other Covered Person who, whether before or after a loss, has:

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

[We may terminate this Certificate for fraud or misrepresentation relating to enrollment or filing claims. See Grounds for Termination described in section on Termination Or Cancellation Of Coverage.]

f. Legal Actions

No legal action may be brought to recover against this Plan until [60] days after Proof of Loss has been received by Us. Any action against Us must be brought within the time allowed by law after the time written Proof of Loss is required to be given, or if the action involves a denied claim, after the claim is denied.

g. Right of Recovery

If We make a payment to a Covered Person under this Plan and the Covered Person recovers an amount from another, equal to or less than Our Payment, the Covered Person 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 the Covered Person any amount exceeding the maximum amount payable. Provided however, Our rights to recovery under this subsection shall apply only to the extent any such recovery would represent funds received by You that exceed the amount necessary to fully compensate You for Your loss.

h. Subrogation

In the event of any payment under this Policy, 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. Provided however, Our rights to recovery under this subsection shall apply only to the extent any such recovery would represent funds received by You that exceed the amount necessary to fully compensate You for Your loss.

B. GENERAL LIMITATIONS AND EXCLUSIONS

1. Multiple Certificates Applicable to the Same Accident

Duplicate or multiple enrollments for the Covered Person shall not obligate the Company to pay more than one benefit limit per Accident or Theft covered under the Policy. The maximum amount We will pay for any one Accident or Theft is the single highest benefit limit for which the Covered Person was enrolled at the time of the Accident or Theft.

2. When a Covered Person has coverage under similar American Express products

A Covered Person may be covered for similar Rental Car benefits under different American Express products. If both 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 will provide excess coverage.

3. General Exclusions

Benefits are not payable under this Certificate if the loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by:

- a. failure of the Renter or Authorized Driver to surrender all the vehicle keys at the end of the Rental Period;
- b. violation of the Rental Car Agreement with the Rental Company;
- c. acts by a Covered Person to intentionally Damage or injure;
- d. using the Rental Car to push or tow anything;
- e. war or any act of war, whether declared or undeclared;
- f. 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;
- g. participation in a riot, civil disturbance, protest or insurrection;
- h. violation of a criminal law, offense or infraction, whether cited or charged, by or on behalf of the Covered Person or the Covered Person's Beneficiary;
- i. being engaged in or committing fraud, abuse, or illegal activity of any kind by the Covered Person;
- j. suicide or any attempt at suicide, intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury, or autoeroticism;
- k. being under the influence of any drug, unless taken as prescribed or administered on the advice of a Physician or Dentist acting within the scope of the provider's authority under applicable law;
- l. consumption of alcohol at or in excess of the legal blood alcohol level in the state or locality in which the Accident occurred;
- m. riding or driving in any kind of race for prize money or profit;
- n. a Rental Car used for any manner of racing or team sport;
- o. intentional exposure to Exceptional Danger except in an attempt to save human life;
- p. natural disasters, including, but not limited to, hurricanes, floods, tornados, hail, earthquakes or any other event in the course of nature, that occurs at the same time or in separate instances;
- q. confiscation by any governmental authority, public authority, or customs official;
- r. normal wear and tear, inherent product defects or manufacturer's defects, or gradual deterioration.
- s. freezing and mechanical breakdown or electrical failure, except where it results from Theft;

- t. the Rental Car being left unattended and unlocked or a window not completely closed;
- u. a Rental Car used for hire, whether for hire to carry persons or property;
- v. off-road operation of the Rental Car;
- w. a Rental Car used outside the rental territory which had been authorized by the Rental Company in the Rental Car Agreement;
- x. someone driving the Rental Car other than the Authorized Driver; or
- y. tires, unless other Damage occurs to the Rental Car from the same Accident, or Theft of the entire Rental Car occurs.

4. Excluded Vehicles

The following vehicles are not considered a Rental Car and no benefit under the Plan will be paid for a loss if such a vehicle is rented:

- a. vehicles not required to be licensed;
- b. trucks other than pick-up trucks;
- c. cube vans, campers, off road vehicles, trailers, all terrain vehicles, motorbikes, recreational vehicles, vans or minivans mounted on a truck chassis, motorcycles, mopeds, motorized carts including golf carts, passenger vans, or limousines;
- d. any vehicle more than 20 years old or that has not been manufactured for 10 or more years;
- e. vehicles used for commercial or livery use whether or not licensed for such use (commercial use includes hauling or transporting materials or goods necessary to or reasonably considered to be engaged in a commercial or livery use);
- f. vehicles that, after manufacture by the maker, have had any part customized or modified, except for driver's assistance equipment for the physically challenged driver;
- g. any vehicle used off maintained roadways; and
- h. vehicles rented in Australia, Ireland, Israel, Italy, Jamaica, and New Zealand.

V. CHANGING YOUR BENEFITS

If You would like to change the level of Your coverage, please contact Us at [1-800-332-4899]. The effective date for the change of coverage will be the next business day following Our receipt, acceptance and approval of the change, subject to the payment of any additional required premium. Coverage level changes will not be honored unless placed prior to the Rental Period and approved by Us. The premium is refundable up to [14] days after the initial purchase of this Plan or the start of the Rental Period, whichever happens first. The premium is non-refundable anytime after [14] days from the initial purchase of this Plan or the start of the Rental Period, whichever happens first.

VI. TERMINATION OF COVERAGE

A. REASONS FOR TERMINATION

Coverage will cease on the earliest of the following dates:

- a. [the last calendar day of the Rental Period for which premium has been paid;]
- b. [the date We determine that You, or anyone acting on Your behalf, or any Covered Person or someone acting on the Covered Person's behalf, intentionally misrepresented a material fact or fraud occurred in enrollment or presentation of a claim;]
- c. the date the Policy or any benefit under the Policy is cancelled. We will provide at least [60] days advance written notice to You at Your last known address. The notice will include the reason for cancellation;
- d. if You obtained membership through a Participating Organization, the Participating Organization ceases to participate in the Policy;
- e. the Covered Person's Permanent Residence is no longer within the 50 United States of America, the District of Columbia, or territories of the United States ;
- f. You request termination of this insurance coverage;
- g. after 45 consecutive days of a Rental Period; or
- h. We are unable to collect premium from Your Account.

Termination of coverage will not prejudice any claim originating prior to termination, subject to all other terms of the Policy. In regards to paragraphs c. and d, above, if termination of the Policy or Participating Organization Agreement occurs during the middle of a Rental Period, we will provide coverage to all Covered Persons until the end of the Rental Period.

B. REQUIREMENTS FOR TERMINATION

1. By You During Initial Free Review Period

To cancel Your coverage during the initial [14] day review period, You either must:

- a. Return the Certificate, with a request for termination, to [American Express Car Rental Insurance or Car Rental Insurance] [P.O. Box 792, Golden, Colorado 80402-0792;] or
- b. Call our Client Service Department at [1-800-332-4899].

2. By You after initial review period, or by the Participating Organization

You may terminate this Plan at any time after premium has been paid by giving Us written or verbal notice in advance of such termination. Notice of termination must be sent to [American Express Car Rental Insurance or Car Rental Insurance, PO Box 792, Golden, CO 80402-0792], or by calling [1-800-332-4899]. The effective date of termination will be the date We receive and validate such notice, or a later date as You advise.

- a. Any termination request after the [14] day review period will be non-refundable.
- b. To terminate coverage, You or the Participating Organization must provide Us with a notice before a requested termination date. The Participating Organization must provide Us with a minimum of [60] days advance written notice before the requested termination date. Such termination by the Participating Organization is not effective until We are notified in writing by the organization.
- c. Either You or the Participating Organization may terminate one or more benefits under the Policy that are offered as an option or all insurance benefits.

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

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

to all other terms of the Policy. If termination of the Participating Organization Agreement occurs during the middle of a Rental Period, we will provide coverage to all Covered Persons until the end of the Rental Period.

3. Termination or Non-Renewal of Policy or Certificate by Us or the Master Policyholder

- a. We may non-renew the Policy. All coverage under this Certificate will cease on the date of non-renewal. If We non-renew the Policy, We will provide at least [60] days advance written notice of the non-renewal to You, any Participating Organization and the Master Policyholder.
- b. Either the Master Policyholder or Us may terminate the Policy with [31] days notice to the other party. We shall provide notice to Covered Persons and to Participating Organizations of the date coverage under the Certificate will terminate because the Policy is terminating.
- c. [We may terminate this Certificate, or the coverage under this Certificate of any Covered Person, with [45] days written notice] if We determine that You or any Covered Person has made a material misrepresentation, non-disclosure or fraudulent statement in enrollment or claims presentation.]
- d. [We may terminate this Certificate with [10] days written notice] if We are unable to collect premium from Your Account and any required grace period has expired.]

Termination of coverage will not prejudice any claims originating prior to termination or cancellation subject to all other terms of the Policy. If termination of the Policy by the Master Policyholder or Us occurs during the middle of a Rental Period, We will provide coverage to all Covered Persons until the end of the Rental Period.

4. Certificate is Non-Renewable

This Plan is issued for a single Rental Period and is non-renewable. If You wish to have coverage under the Plan for a new Rental Period, You must enroll for coverage under another Certificate.

[

Handwritten signature of Joy A. Hanson in black ink on a light gray background.

]

[Joy A. Hanson
President
AMEX Assurance Company]

[

Handwritten signature of John M. Collins in black ink.

]

[John M. Collins
Secretary
AMEX Assurance Company]

[American Express® Car Rental Insurance]
 Underwritten by AMEX Assurance Company, an American Express Company

Enrollment Request

To enroll, please call [1-800-332-4899], or complete and mail this form to [AMERICAN EXPRESS CAR RENTAL INSURANCE, PO BOX 792, GOLDEN CO 80402-9803]

Please select the [American Express Car Rental Insurance] Plan you wish to purchase.*
 [You have the option to select coverage per calendar day of Your Rental Period up to a maximum of 45 days. Or select coverage for an entire 45 consecutive day Rental Period at a fixed price.]

\$25,000	\$50,000	\$50,000 Plus	\$100,000
<input type="checkbox"/> American Express Car Rental Insurance, \$25,000 Damage/Theft	<input type="checkbox"/> American Express Car Rental Insurance, \$50,000 Damage/Theft	<input type="checkbox"/> American Express Car Rental Insurance, \$50,000 Damage/Theft \$100,000 AD&D \$10,000 Accidental Injury \$10 premium per day	<input type="checkbox"/> American Express Car Rental Insurance, \$100,000 Damage/Theft \$5,000 Personal Property \$100,000 AD&D \$10,000 Accidental Injury \$34.95 per rental
\$7.50 premium per day	\$9 premium per day		

* If you sign this enrollment form and do not choose a plan, we will enroll you in the [\$7.50 per day] plan.

Enter your method of payment and personal information.

Card Type:
 American Express MasterCard Visa Discover
 Account Number: _____ Exp. Date (MM/YY) _____
 Name (as it appears on Card) _____
 Renter's Name (if different than Cardholder) _____
 Billing Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone no.: _____ E-mail Address (optional) ± _____
 Rental Company: _____ Pick-up Location: _____
 Vehicle Pick-up Date: _____ Vehicle Drop-off Date: _____

± Read our privacy statement on americanexpress.com concerning use of e-mail addresses.

I (Enrollee) hereby request enrollment in [American Express Car Rental Insurance] under Policy AX0126 underwritten by **AMEX Assurance Company**. I have read, understand and agree that if I return this form signed and have not listed one of the coverage plans, I will be enrolled in the [Basic \$7.50] coverage plan. By enrolling for coverage, I agree as the Enrollee to be responsible for payment of the total insurance premium described above in exchange for this insurance coverage, even if I'm not the person renting the vehicle. I have read, understand, and agree to the Terms and Conditions Summary. The information I have provided in filling out this enrollment form is true and complete to the best of my knowledge and belief.

X _____
 Signature of Enrollee (Please sign in ink)

Date: _____

[Any person who knowingly and with intent to defraud any insurance company, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of insurance fraud.]

 Travel Agent Name (First, Last) State License Number

**PARTICIPATING ORGANIZATION APPLICATION
GROUP TRAVEL INSURANCE**

The Participating Organization named below hereby requests application to AMEX Assurance Company for inclusion in the Group Travel Insurance Master Policy AX0126 ("Group Policy") issued to the AMEX Assurance Travel Group Trust.

Participating Organization:

Participating Organization's Address:

Eligible Persons shall, for the purposes of this Application and the Group Policy, be any: 1) clients, customers, participants, members or cardmembers of organizations engaged in travel or travel related operations of a Participating Organization named above; and 2) residents of the 50 United States or the District of Columbia; and 3) do not reside in a foreign country or any place which will not allow the Company to offer insurance under the Policy. Each Eligible Person who is enrolled for insurance under the Group Policy, pays or authorizes the payment of the correct premium and whose enrollment for is received and validated by the Company shall become a "Covered Person."

CLASS A

Eligibility For Enrollment under Policy AX0126

The Class of persons eligible to be enrolled under this Policy through a Participating Organization includes and is limited to persons:

- (1) who meet the requirements of either Class B or C listed below in the "Eligible Classes" provision;
- (2) who have paid the required and correct designated trip, per-trip or annual premium applicable to their benefits;
- (3) who are named as a Covered Person on an enrollment form provided by the Company;
- (4) who have a Permanent Residence in the 50 United States of America or the District of Columbia; and
- (5) who have been accepted by the Company.

The following Classes of Covered Persons are eligible to enroll for coverage under the Group Policy upon completion of this application by the Participating Organization:

CLASS B

Class B shall consist of persons who travel through an organization engaged in travel or travel related operations and who is requesting participation in the AMEX Assurance Travel Group Trust by completing a Participating Organization Application for insurance under Master Policy AX0126.

CLASS C

Class C shall consist of persons who have both enrolled for coverage under Master Policy AX0126 through a [Delta Airlines, Inc. owned marketing channel] and have elected to receive coverage for only those Scheduled Airline or charter flights booked with [Delta Airlines, Inc.]. Class C Covered Persons shall not have coverage for Scheduled Airline or charter flights booked with any other carrier unless he/she are enrolled separately under another certificate of insurance and pay an additional premium. [Delta Airlines Inc.] shall become a Participating Organization under Master Policy AX0126 by completing a Participating Organization Application.

BENEFIT OPTIONS:

**[TRIP CANCELLATION/INTERRUPTION]
[CANCEL FOR ANY REASON COVERAGE]
[GLOBAL MEDICAL PROTECTION]**

**[TRIP DELAY]
[BAGGAGE PROTECTION]
[ACCIDENT INSURANCE]
[CAR RENTAL INSURANCE]**

PREMIUM:

[After the initial effective date of the Participating Organization's inclusion under the Master Policy, enrollees accepted for coverage pay premiums to the authorized representative of AMEX Assurance Company under the terms of the Policy and/or Certificate of Coverage.] [The premium will be determined from the enrollment form and the payment plan shown on the Schedule of Benefits that accompanies the Certificate of Insurance.]

By agreement among the Company, the Policyholder and the Participating Organization, Covered Persons may be offered the choice of a Designated Trip, Per-Trip or Annual Payment Plan.

EFFECTIVE DATE AND CANCELLATION OF PARTICIPATING ORGANIZATION'S INCLUSION UNDER THE MASTER POLICY

The Participating Organization's inclusion under the Master Policy AX0126 shall be effective at 12:00 a.m., standard or daylight time as the case may be, at the Participating Organization's address on the first day of [month], [year]. Such inclusion, and the insurance provided thereby to Covered Persons, shall remain in effect subject to the cancellation provisions summarized below.

The Participating Organization or member may cancel one or more benefits under the Policy that are offered as an option or all insurance benefits. Termination is not effective until We are notified, in writing, by the organization. The Participating Organization must provide Us with a minimum of 60 days advance written notice before the requested cancellation date (not applicable in Montana).

We may terminate the Participating Organization by providing 60 days advance written notice before the termination date. Our cancellation of a Participating Organization will not prejudice a valid claim that exists on the termination date.

Either the Master Policyholder or AMEX Assurance Company may terminate the Policy with [31] days' notice to the other party. AMEX Assurance Company shall provide notice to Covered Persons and Participating Organizations of the date coverage under the Certificate will terminate because the Policy is terminating.

POLICYHOLDER AND PARTICIPATING ORGANIZATION

The Policyholder may act for and on behalf of the Participating Organization in all matters pertaining to the Policy; and every act taken by the Policyholder, or notice given by the Company to the Policyholder or by the Policyholder to the Company, shall be binding on the Participating Organization.

This Application is to be attached to and made a part of the Group Policy. It replaces any previous such application, if any, for this Participating Organization.

Signed for the
PARTICIPATING
ORGANIZATION

DATE

Signed for the
POLICYHOLDER

DATE

Signed for the
COMPANY

DATE

[Any person who knowingly and with intent to defraud any insurance company, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of insurance fraud.]

SERFF Tracking Number: MWSG-126568658 State: Arkansas
 Filing Company: AMEX Assurance Company State Tracking Number: 45438
 Company Tracking Number: AECRI-CRT-AR 3/10
 TOI: H19G Group Health - Travel Sub-TOI: H19G.000 Health - Travel
 Product Name: American Express Car Rental Insurance
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachments: Car Rental Flesch Score Certification for GROUP product.pdf AR Certificate of Compliance.pdf	Approved-Closed	04/20/2010
Satisfied - Item: Application Comments: Acknowledged.	Approved-Closed	04/20/2010
Satisfied - Item: Third Party Authorization Comments: Attachment: Authorization Letter.pdf	Approved-Closed	04/20/2010
Satisfied - Item: Statement of Variability Comments: Attachment: AR-Statement of Variability 04-10.pdf	Approved-Closed	04/20/2010
Satisfied - Item: Cover Letter dated 04-15-10 Comments:	Approved-Closed	04/20/2010

SERFF Tracking Number: MWSG-126568658 *State:* Arkansas
Filing Company: AMEX Assurance Company *State Tracking Number:* 45438
Company Tracking Number: AECRI-CRT-AR 3/10
TOI: H19G Group Health - Travel *Sub-TOI:* H19G.000 Health - Travel
Product Name: American Express Car Rental Insurance
Project Name/Number: /

Attachment:

AR Cover Letter 04-15-10.pdf

READABILITY CERTIFICATION

<u>Form Number (may vary by state)</u>	<u>Form Name</u>
AECRI-CRT 1/10	Certificate of Insurance
AECRI-EF 1/10	Enrollment Form
AX0126-PA 1/10	Participating Organization Application

As an officer of AMEX Assurance Company, I hereby certify that the above captioned forms achieve a Flesch score that meets or exceeds the requirements pursuant to your state insurance law.

The incidental forms have been scored as part of the policy with which they will be used, and defined terms and policy language required by law have been excepted.

The resulting Flesch score achieved for the subject forms is 51.8.



Dave A. Parker
Manager of Corporate Compliance

March 31, 2010

CERTIFICATION

I, Dave A Parker, Manager of Corporate Compliance of AMEX Assurance Company, do hereby certify that Form AECRI-CRT-AR 3/10 complies with:

- Arkansas Rule and Regulation 19, Unfair Sex Discrimination in the Sale of Insurance.
- Arkansas Rule and Regulation 49, Life and Health Insurance Guaranty Association Notices.
- Arkansas Code Annotated § 23-79-138 as provided for in Bulletin 11-88, Consumer Information Notice.

AMEX ASSURANCE COMPANY

A handwritten signature in black ink, appearing to read 'D. Parker', with a stylized flourish extending to the right.

Name Dave Parker
Title Manager of Corporate Compliance

Date: 04/15/2010



AMEX Assurance Company

MC: 180219
19640 N. 31st Ave
Phoenix, AZ 85027

INSURANCE COMMISSIONER

This letter, or a copy thereof, will authorize Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. to represent AMEX Assurance Company in any matters related to the submission of policy forms and/or rates to your state.

Very truly yours,

A handwritten signature in black ink, appearing to read "Dave Parker", written over a horizontal line.

Officer Name Dave Parker

Officer Title Manager of Corporate Compliance

Description of Variable Material
Certificate of Insurance Coverage Number AECRI-CRT-AR 4/10

Page Number	Bracketed Provision	Possible Variations
Face page	AMERICAN EXPRESS CAR RENTAL INSURANCE	The name of the product. If the name of the product changes, this would allow us to update the product name without re-filing for approval.
Face page	Address of AMEX Assurance Company	The address is bracketed as it could change in the future.
Face page	John/Jane Doe	The name of each certificate holder enrolled in the product will be inserted here.
Face page	xxxxxxxxxxx	Identification number assigned to enrolled certificate holder.
Face page	AMERICAN EXPRESS CAR RENTAL INSURANCE	This is the name of the product, which may change in the future.
Face page	14	This refers to the number of days a certificate holder has to review the policy and return it, in exchange for the return of premium. This number of days may change depending on state law or other permissible reasons.
2	In the table of contents, Accidental Injury and Death Benefits	Applicants are offered \$25,000 or \$50,000 Damage/Theft benefit products that do not contain Accidental Injury and Death Benefits, while the \$50,000 Plus and \$100,000 products do contain such benefits. Accordingly, this benefit needs to be bracketed as it may or may not be in this Certificate issued to an Enrollee.
3	secondary coverage for Damage to or Theft of Personal Property;	This benefit description is bracketed because the products offered to Enrollees, or chosen by Enrollees, can vary, and a personal property benefit is not offered in all plans.
3	secondary coverage for Accidental Injury Expense benefit and Accidental Death or Dismemberment coverage	This benefit description is bracketed because the products offered to Enrollees, or chosen by Enrollees, can vary and not all plans contain Accidental Injury or Accidental Death and Dismemberment coverage.
3	Contact telephone number: [1-800-332-4899]	This number may change in the future.
3	American Express Car Rental Insurance	This is the name of the product, which may change in the future.
3	Definition of Damage last sentence. “[Damage also means any alteration or destruction of Personal Property which necessitates repair or replacement.]”	This description in the definition is bracketed because not all products offered cover damage of Personal Property. The \$25,000, \$50,000, \$50,000 Plus products do not cover damage to Personal Property, while the \$100,000 does cover that benefit.
5	Definition of Theft last sentence. “[Theft also means the taking of Secured Personal Property of a Covered Person, without the permission of the Covered Person.]”	This description in the definition is bracketed because not all products offered cover Theft of Personal Property. The \$25,000, \$50,000, \$50,000 Plus products do not cover Theft to Personal Property, while the \$100,000 does cover that benefit.
5	If Damage to or Theft of the Rental Car occurs during the Rental Period, the Plan will pay a benefit up to a maximum of [\$100,000] per Rental Period for (Damage to or Theft of a Rental Car must be reported to a local law enforcement agency):	Enrollees have four options to select for Damage to or Theft of the Rental Car. The ranges of options are \$25,000, \$50,000, and \$100,000.
6	any property other than the Rental Car [or Personal Property];[or]	Bracketed language will only be inserted in the \$100,000 plan because other plans do not cover personal property.

Page Number	Bracketed Provision	Possible Variations
6	[the first [\$250] of expense for Damage or Theft of the Rental Car]	The Company will not include this deductible in all products. The deductible is only included for the \$25,000 product. With any appropriate rate adjustments and filings, the Company may revise the amount of deductible in the future.
6	Damage and Theft Benefit for Personal Property	This entire benefit is bracketed because Personal Property benefit is only offered in the \$100,000 product.
7-8	ACCIDENTAL INJURY AND DEATH AND DISMEMBERMENT BENEFITS	This entire benefit is bracketed because Accidental Injury and Accidental Death and Dismemberment Benefits are only offered in the \$50,000 Plus and \$100,000 products.
7	If a Covered Person suffers an Accidental Injury, the Plan will pay a benefit up to a maximum of [\$15,000] for the Authorized Driver's or other Covered Person's treatment and supplies that are Medically Necessary.	The coverage amount is different for the two products that include this benefit. The \$50,000 Plus product has \$10,000 of Accidental Injury coverage, and the \$100,000 product has \$15,000 of Accidental Injury coverage.
8	Contact telephone number: [1-800-332-4899]	This number may change in the future.
8	Premium is due prior to Your Rental Period beginning. Premium is [\$9.00] [per calendar day of the Rental Period] [for the entire Rental Period]	Three products have a daily premium and one product is a flat rate for the entire Rental Period. The premiums by product are the following: \$25,000 - \$7.50 per day \$50,000 - \$9.00 per day \$50,000 Plus - \$10.00 per day \$100,000 - \$34.95 per rental
8	14	This refers to the number of days a certificate holder has to review the policy and return it, in exchange for the return of premium. This number of days may change depending on state law or other permissible reasons.
8	AMERICAN EXPRESS CAR RENTAL INSURANCE	This is the name of the product, which may change in the future.
8	Contact telephone number: [1-800-332-4899]	This number may change in the future.
9	Days within which to file Notice of Claim: [30]	This time could change based on state law or for other permissible reasons.
9	You may contact Us by calling toll-free stateside [1-800-332-4899] or, if from overseas, by calling collect [1-303-273-6497].	These numbers could change in the future.
9	American Express Car Rental Insurance	This is the name of the product, which may change in the future.
9	PO Box 792, Golden CO 80402-0792	The address could change in the future.
9	Days within which to file Notice of Claim: [30]	This time could change based on state law or for other permissible reasons.
9	Number of days for company to send claim forms: [15]	Number of days may change depending on state law or other permissible reasons.
9	Number of days to file satisfactory proof of loss: [90]	Number of days, referenced twice on this page, may change depending on state law or other permissible reasons.
9	A claim for benefits provided by this Plan will be paid within [90 days]	This time could change based on state law or for other permissible reasons.

Page Number	Bracketed Provision	Possible Variations
10	<p>[Damage and Theft benefits relating to Personal Property to the Covered Person to whom the Personal Property belongs.]</p> <p>[Accidental Injury benefits to the Covered Person who is injured in the Accident.]</p> <p>[Dismemberment benefits to the Covered Person who suffers the Dismemberment in the Accident.]</p> <p>[Accidental Death benefits to the Beneficiary of the Covered Person, who is determined according to the provisions relating to the Accidental Injury, Death or Dismemberment benefits.]</p>	Bracketed language will only be inserted as appropriate in benefit plans that provide such coverage.
10	We may terminate this Certificate for fraud or misrepresentation relating to enrollment or filing claims. See Grounds for Termination described in section on Termination Or Cancellation Of Coverage.	This ground for termination may be deleted or revised based on state law or other permissible reasons.
10	Number of days after proof of loss that no legal action may be brought to recover against the plan: [60]	Number of days may change depending on state law or other permissible reasons.
12	Contact telephone number: [1-800-332-4899]	This number may change in the future.
12	14	Number of days for initial review of Certificate during which Renter may return the Policy and obtain a return of premium. Period will vary by state law.
12	the last calendar day of the Rental Period for which premium has been paid;	The bracketed language will be inserted if the Enrollee selects a product that has a daily premium. There is three products that bill daily (\$25,000, \$50,000, and \$50,000 Plus).
12	the date We determine that You, or anyone acting on Your behalf, intentionally misrepresented a material fact or fraud occurred in enrollment or presentation of a claim;	This ground for termination may be deleted or revised based on state law other permissible reasons.
12	the date the Policy or any benefit under the Policy is cancelled. We will provide at least [60] days advance written notice to You at Your last known address. The notice will include the reason for cancellation;	Number of days may change depending on state law or other permissible reasons.

Page Number	Bracketed Provision	Possible Variations
12-13	14	This refers to the number of days a certificate holder has to review the policy and return it, in exchange for the return of premium. This number of days may change depending on state law or other permissible reasons.
13	American Express Car Rental Insurance	This is the name of the product, which may change in the future.
13	PO Box 792, Golden CO 80402-0792	The address could change in the future.
13	Contact telephone number: [1-800-332-4899]	This number may change in the future.
13	Number of days advance written notice for termination of policy by Participating Organization: [60]	Number of days may change depending on state law or other permissible reasons.
13	Number of days advance written notice for termination or non-renewal of policy by Company: [60]	Number of days may change depending on state law or other permissible reasons.
13	Number of days either master policyholder or Company can terminate policy: [31]	Number of days may change depending on state law or other permissible reasons.
13	[We may terminate this Certificate, or the coverage under this Certificate of any Covered Person, with [45] days' written notice] if We determine that You or any Covered Person has made a material misrepresentation, non-disclosure or fraudulent statement in enrollment or claims presentation.	This ground for termination may be deleted or the time limit revised based on state law or other permissible reasons.
13	[We may terminate this Certificate with [10] days' written notice] if we are unable to collect premium from Your Account and any required grace period has expired.	This ground for termination may be deleted or the time limit revised based on state law or other permissible reasons.
13-14	Names and signatures of President and Secretary of AMEX Assurance Company	This information is bracketed as it could change in the future.

Description of Variable Material for Enrollment Form AECRI-EF 1/10

Page Number	Bracketed Provision	Possible Variations
1	American Express® Car Rental Insurance]	The title of the form, which may change.
1	Company telephone number: [1-800-332-4899],	The telephone number may change.
1	Company address: [AMERICAN EXPRESS CAR RENTAL INSURANCE, PO BOX 792, GOLDEN CO 80402-9803]	This address may change in the future.
1	American Express Car Rental Insurance	The name of the product. If the name of the product changes, this would allow us to update the product name without re-filing for approval.
1	You have the option to select coverage per calendar day of Your Rental Period up to a maximum of 45 days. Or select coverage for an entire 45 consecutive day Rental Period at a fixed price.	Three products charge their premium per day while one product is charged per rental. The daily premium products may or may not be offered along with the per rental premium product.
1	Table of choices: [American Express Car Rental Insurance, \$25,000 \$7.50 premium per day] [American Express Car Rental Insurance, \$50,000 \$9 premium per day] [American Express Car Rental Insurance, \$50,000 Plus \$10 premium per day] [American Express Car Rental Insurance, \$100,000 \$34.95 per rental]	All four choices are bracketed because not all of these options may be marketed at once. The names of the products may be changed based on marketing considerations.
1	\$7.50 per day	We may change the product that one would automatically be enrolled into if no choices are selected from the above table.
1	American Express Car Rental Insurance	The name of the product may change.
1	Basic \$7.50	We may change the product that one would automatically be enrolled into if no choices are selected from the above table.
1	“Any person who knowingly and with intent to defraud any insurance company, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of insurance fraud.”	Fraud language may change depending on state law or other permissible reasons.

**Description of Variable Material for Participating Organization Application
Form AX0126-PA 2/10**

Page Number	Bracketed Provision	Possible Variations
1	[Delta Airlines, Inc. owned marketing channel],	The reference to Delta Airlines in this and two subsequent references in the description of Class C Participating Organizations could be replaced with another third party vendor that has agreed for AMEX Assurance coverage to be sold through the vendor's marketing channels.
1-2	[TRIP CANCELLATION/ INTERRUPTION] [CANCEL FOR ANY REASON COVERAGE] [GLOBAL MEDICAL PROTECTION] [TRIP DELAY] [BAGGAGE PROTECTION] [ACCIDENT INSURANCE] [CAR RENTAL INSURANCE]	The bracketed benefits describe the full array of travel coverages that may be offered by AMEX Assurance to individuals affiliated with Participating Organizations. Not all bracketed benefits will be offered in AMEX Assurance travel products and not all will be offered or chosen by Participating Organizations.
2	[After the initial effective date of the Participating Organization's inclusion under the Master Policy, enrollees accepted for coverage pay premiums to the authorized representative of AMEX Assurance Company under the terms of the Policy and/or Certificate of Coverage.] [The premium will be determined from the enrollment form and the payment plan shown on the Schedule of Benefits that accompanies the Certificate of Insurance.]	Bracketed language is not applicable to all types of coverage. For example, Car Rental coverage does not include a Schedule of Benefits with its Certificate, so the second of these provisions is not applicable to Car Rental coverage.
2	The Participating Organization's inclusion under the Master Policy AX0126 shall be effective at 12:00 a.m., standard or daylight time as the case may be, at the Participating Organization's address on the first day of [month], [year].	The effective date depends on when a particular Participating Organization and AMEX Assurance enter into an agreement to offer access to coverage for individuals affiliated with the Participating Organization.
2	Number of days' notice for AMEX Assurance or Master Policy: [31]	The form could be used with more than one Master Policy or the number of days could change depending on state law.
3	Any person who knowingly and with intent to defraud any insurance company, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of insurance fraud.	The fraud language could change depending on state law.

MITCHELL || WILLIAMS

John K. Harriman
Direct Dial: 501-688-8876
Fax: 501-918-7876
E-mail: jharriman@mwlaw.com

425 West Capitol Avenue, Suite 1800
Little Rock, Arkansas 72201-3525
Telephone: 501-688-8800
Fax: 501-688-8807

April 15, 2010

The Honorable Jay Bradford
Commissioner of Insurance
Arkansas Insurance Department
1200 West 3rd Street
Little Rock, AR 72201-1904

Attn: Mr. Dan Honey, Deputy Commissioner – Life and Health

RE: **AMEX Assurance Company**
NAIC #: 27928; FEIN: 36-2760101
Group Health Travel Form Filing
“American Express Car Rental Insurance”
Company File Number: AECRI-CRT-AR 3/10

- Certificate of Insurance (Form No. AECRI-CRT-AR 3/10)
- Enrollment Form (Form No. AECRI-EF 1/10)
- Participating Organization Application (Form No. AX0126-PA 2/10)

SERFF Tracking No. MWSG-126568658

Dear Commissioner Bradford:

On behalf of AMEX Assurance Company (the “Company”), we respectfully submit the above-referenced forms for your review and approval. The first two forms listed above are new and do not replace any previously approved forms.

The third form, AX0126-PA 2/10, will replace Form AX0126-PA 11/09 (stamped “APPROVED” by your Department on January 11, 2010). The Company amended Form AX0126-PA 11/09 to add reference to the coverage that is the subject of this filing (car rental insurance).

As explained further below, this car rental coverage includes both property and casualty benefits and ancillary accident benefits. Based on an earlier communication with your office, it is our understanding that the forms for coverage such as this are to be filed only with the Life and Health Division and do not need to be filed separately with your Department’s Property/Casualty Division. **If our understanding is not correct, please notify us immediately.**

The captioned forms will be used under Master Group Policy AX0126 (the “Policy”) issued to AMEX Assurance Travel Group Trust (the “Master Policyholder”). The group is situated in Rhode Island, and the Policy was approved in that state on February 26, 2002.

In addition to the above-referenced forms, this filing contains the following documentation:

1. The Company’s letter authorizing Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. to make this filing on the Company’s behalf.

2. An Actuarial Memorandum with supporting documentation.
3. A Statement of Variability regarding bracketed material in the forms.
4. A Flesch Score Certification.
5. A Certificate of Compliance with Regulations 19 and 49.

The filing fee of \$150.00, which represents \$50.00 for each of the three forms, is being submitted to you via EFT.

Group certificate holders under American Express Car Rental Insurance (the "Program") include individuals who are affiliated with participating organizations and who desire to insure a rental car against physical damage and theft. In some coverage options, the Program also covers loss of personal property when secured in the rented vehicle. Some plans under this Certificate also cover losses due to accidental injury and accidental death and dismemberment ("AD&D").

Participating organizations typically are companies who offer debit, charge or prepayment cards, or they may offer other types of travel-related services. Participating organizations contract with the Master Policyholder to provide individuals affiliated with the organization access to this coverage.

The certificate holder, or enrollee, is the individual who applies and pays for coverage. Covered persons, depending on the coverage and circumstances, may be the individual who signs a rental car agreement with a rental car company, other authorized drivers of the rental car and/or passengers permitted by the renter to board the rental car.

Benefits and coverage levels vary depending on the coverage options offered by the Company or selected by the enrollee. There are four possible benefit options under the Program:

1. Up to \$25,000 of physical damage and theft coverage, with a \$250 deductible;
2. Up to \$50,000 of physical damage and theft coverage;
3. Up to \$50,000 of physical damage and theft coverage, with ancillary AD&D benefits up to \$100,000 and accidental injury benefits up to \$10,000;
4. Up to \$100,000 of physical damage and theft coverage, with ancillary AD&D benefits up to \$100,000, accidental injury benefits up to \$15,000 and coverage for loss of personal property up to \$5,000.

Coverage options 1-3 charge a per day premium while coverage option 4 charges a per rental premium. Coverage levels and the corresponding premium charge are referenced in the enrollment form filed with this coverage and explained in detail in the actuarial memorandum.

The primary marketing channels at launch of the coverage will consist of direct mail and in-bound and out-bound telemarketing. Purchase of coverage is voluntary. The minimum age of the renter or other authorized driver likely will be at least 21 or 25, depending on the criteria of the rental car company and any applicable law. Authorized passengers may be any age.

To the best of the Company's knowledge and belief, the forms submitted herewith are in compliance in all respects with the provisions of the insurance laws, rules and regulations of your state, and contain no provisions previously disapproved by your Department.

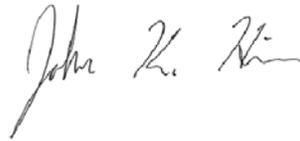
April 15, 2010
Page 3

These forms are in final print. The Company reserves the right to change the appearance, formatting and pagination, but not the text of these forms to comply with future changes in production, print systems or software, and stylistic revisions. No font will be less than a 10-point font size. The Company reserves the right to change the color and/or weight of hard-copy versions of this form and to correct typographical errors without refiling. In addition, the Company also reserves the right to change the Company logo, Company address and phone number, and Officers' signatures without refiling.

If you have any questions or need anything further to expedite the review and approval of this filing, please contact me at (501) 688-8876 or Linda Adair, a paralegal working with me on this matter, at (501) 370-4243. Thank you for your courtesy and assistance in this matter.

Sincerely,

MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.

A handwritten signature in black ink, appearing to read "John K. Harriman". The signature is written in a cursive style with a large initial "J" and a long horizontal stroke extending to the right.

By

John K. Harriman

Enclosures

SERFF Tracking Number: MWSG-126568658 State: Arkansas
 Filing Company: AMEX Assurance Company State Tracking Number: 45438
 Company Tracking Number: AECRI-CRT-AR 3/10
 TOI: H19G Group Health - Travel Sub-TOI: H19G.000 Health - Travel
 Product Name: American Express Car Rental Insurance
 Project Name/Number: /

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
04/01/2010	Form	Certificate of Insurance	04/20/2010	AR Certificate AECRI-CRT-AR 03-10.pdf (Superseded)

[AMERICAN EXPRESS CAR RENTAL INSURANCE]

CERTIFICATE OF INSURANCE

Underwritten by AMEX Assurance Company
[MC: 180219, 19640 N. 31st Ave., Phoenix, AZ 85027]

Certificate prepared for: [John/Jane Doe]
Identification number: [xxxxxxxxxxxx]

We have issued the Group Master Policy AX0126 (herein called the Policy) to the Master Policyholder. This Certificate provides Rental Car insurance to the Renter Authorized Driver(s) and Passenger(s), subject to the exclusions and provisions of the Policy.

IF YOU ARE NOT FULLY SATISFIED WITH THE [AMERICAN EXPRESS CAR RENTAL INSURANCE] DESCRIBED WITHIN, YOU MAY VOID IT BY RETURNING THIS CERTIFICATE OF INSURANCE COVERAGE WITHIN [14] DAYS AFTER RECEIPT AND YOUR PREMIUM WILL BE REFUNDED IN FULL. HOWEVER, YOU ARE NOT ENTITLED TO A REFUND IF THE RENTAL PERIOD HAS BEGUN WITHIN THAT [14] DAY PERIOD.

IF YOU VOID THIS INSURANCE COVERAGE WITHIN [14] DAYS AFTER PURCHASING IT, WE WILL NOT OWE ANY BENEFITS UNDER THE COVERAGE.

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I. INTRODUCTION TO YOUR COVERAGE

This Certificate of Insurance Coverage (“Certificate”) provides rental car insurance coverage for You and/or other Covered Persons enrolled by You, as defined below. Benefits under this Certificate include: reimbursement for Damage to or Theft of a Rental Car; [secondary coverage for Damage to or Theft of Personal Property;] [secondary coverage for Accidental Injury expense benefit and Accidental Death or Dismemberment coverage.]

Coverage is worldwide except for Rental Cars rented in Australia, Ireland, Israel, Italy, Jamaica and New Zealand.

If You have questions or concerns about the coverage, or need help in an emergency involving a Rental Car, You may call Our 24-hour Travel Assistance Hotline at [1-800-332-4899]. Please be prepared to provide Your name, the names of all affected Covered Persons and the identification number on the front of this Certificate so We can best assist You.

The [American Express Car Rental Insurance] Plan does not provide insurance for personal liability, uninsured motorists, worker's compensation injuries, disability benefits of any kind, any coverage mandated by government or any other form of insurance coverage except as specifically described in this Certificate. **This Certificate replaces any other Certificate that You may have received previously.** The benefits described in this Certificate are subject to all the terms, conditions and exclusions of the Policy. **This Certificate is an important document. Please read it and keep it in a safe place.**

II. DEFINITIONS

Certain words used in this Certificate are capitalized throughout and have special meanings. Wherever the defined terms are used herein, the singular shall include the plural and the plural shall include the singular, as the context requires. Some words defined in this section only relate to certain benefits and may not apply if Your Certificate does not cover those benefits.

Accident means a motor vehicle incident involving a Rental Car during a Rental Period that directly results in either Damage to the Rental Car or an Accidental Injury, Dismemberment or an Accidental Death to a Covered Person.

Accidental Death means the death of a Covered Person as a direct result of an Accident.

Accidental Injury means bodily injury to a Covered Person as a direct result of an Accident. An Accidental Injury may neither, directly or indirectly, wholly or partially, result from nor be caused or contributed to by a disease, illness or infirmity, nor by the ingestion, injection or inhalation of any substance.

Account means the credit, charge, prepaid, or debit card Account(s) issued to an Enrollee in his/her name to which premiums will be billed. The Account(s) must be listed on the enrollment form or provided to a representative when enrolling by phone to be considered an eligible enrolled Account to which premium can be billed.

Authorized Driver means an individual authorized under the Rental Car Agreement to drive the Rental Car during the Rental Period. An Authorized Driver may or may not be the Renter.

Beneficiary means the person or entity designated by the Covered Person on forms and in a manner approved by Us to receive benefits in the event of Accidental Death of the Covered Person under the terms of this Certificate.

Boarding means being in the direct and immediate act of entering the seating compartment of the Rental Car. Once a person is sitting in the Rental Car, the act of Boarding is completed.

Company means AMEX Assurance Company, and its duly authorized agents or subcontractors.

Covered Person means the Renter, any Authorized Drivers and any Passengers who are Boarding, sitting in, riding in or Exiting from the Rental Car during the Rental Period. If the Enrollee pays for this coverage on behalf of other Covered Person(s), but is not an Authorized Driver, Passenger, or Renter, then the Enrollee is not a Covered Person.

Damage means the effect of any contact with or treatment of the Rental Car as a direct result of an Accident which requires repair in order to restore the Rental Car to its pre-Rental Period condition. [Damage also means any alteration or destruction of Personal Property which necessitates repair or replacement.]

Dismemberment means, with reference to hand or foot, complete and permanent severance through or above the wrist or ankle joint as a result of an Accident, and as used with reference to eye, means the irrecoverable loss of all sight out of that eye as a result of an Accident.

Domestic Partner means persons who either,

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

Enrollee means the person who authorizes completion of the enrollment form and who pays the required premium. Enrollee may or may not be the Renter.

Exceptional Danger means a circumstance in which a reasonably prudent person, using ordinary caution, would realize that he or she is at substantial risk of serious injury or death.

Exit or Exiting means being in the direct and immediate act of leaving the seating compartment of the Rental Car. Once the person's body is out of and not touching the Rental Car, the act of Exiting is completed.

Family Member means the Covered Person's Spouse, Domestic Partner, son or daughter (including adopted and those who are in the process of becoming adopted, foster, step or in-law), Spouse or Domestic Partner's son or daughter (including adopted and those who are in the process of becoming adopted, foster, step or in-law), brother or sister (including step or in-law), parent (including step or in-law), grandparent (including step or in-law), grandchild (including adopted and those who are in the process of becoming adopted, foster or step), aunt, uncle, niece, nephew, guardian, or ward.

Loss of Use means the unavailability of a Rental Car and consequent loss of revenue by the Rental Company due to Damage or Theft.

Unless otherwise required by law, the Rental Company must submit a fleet utilization log indicating that during such time:

1. no other Rental Car was available; and
2. there was a demand for a Rental Car.

Loss of Use is a fee calculated and charged by the Rental Company due to Damage or Theft of a Rental Car.

Master Policyholder means AMEX Assurance Travel Group Trust.

Medically Necessary means a service, supply, drug, or article that is used to treat an Accidental Injury:

1. recommended and approved by a Physician or Dentist acting within the scope of his or her license;
2. consistent with the Covered Person's condition or accepted standards of good medical practice;
3. medically proven to be effective for the Accidental Injury for which it is recommended or approved;
4. not performed mainly for the convenience of the Covered Person or the Physician or Dentist ;
5. not considered experimental or conducted for research purposes; and
6. the most appropriate level of services which can be safely provided to the Covered Person.

Participating Organization means an organization of which You are a member that has completed a Participating Organization Application under the Master Policy and has been accepted by the Company.

Passenger means a person, other than the Renter, whom the Renter permits to Board the Rental Car, but who is not an Authorized Driver.

Permanent Residence means the one primary dwelling place where the Covered Person resides and to which he or she intends to return.

Personal Property means any property that accompanies the Covered Person when Boarding the Rental Car or that is Secured in the Rental Car when the Covered Person is not sitting in or riding in the Rental Car.

Physician or Dentist means a licensed practitioner of the healing arts who acts within the scope of his or her license for the service or treatment given. The treating Physician or Dentist may not be a Covered Person, Family Member of the Covered Person, or anyone else related to the Covered Person by blood.

Plan means the Policy, including this Certificate, and the benefits described therein.

Policy means the Group Insurance Master Policy AX0126 issued to the Master Policyholder, including a copy of this Certificate, which is attached to the Policy issued to the Master Policyholder.

Preexisting Condition is an injury or other medical condition that existed, or for which the Covered Person was treated or received medical advice, before an Accident.

Rental Car means a four-wheeled, two-axle passenger type motor vehicle, designed for and sold to accommodate private passenger transport on public roads, rented to the Renter by the Rental Company, and intended to be operated by the Renter or Authorized Driver by means of a Rental Car Agreement with the Rental Company. A Rental Car includes, but is not limited to, a pick-up truck, cargo or sport utility vehicle (SUV). For a complete list of excluded vehicles refer to section on Terms That Apply To All Benefits subsection General Limitations and Exclusions.

Rental Car Agreement means the contract that the Renter signs and receives when renting a Rental Car from a Rental Company which describes in full the terms and conditions of the contractual relationship.

Rental Company means a commercial car rental agency that is licensed under the laws of the applicable jurisdiction and whose primary business is renting private passenger motor vehicles. A Rental Company does not include a moving van rental company or any business which may incidentally rent a motor vehicle to a customer, such as an auto dealership or auto body repair shop.

Rental Period means that period of time beginning when the Renter or Authorized Driver Boards the Rental Car for the first time and ending when the Renter or Authorized Driver Exits from the Rental Car for the last time in order to surrender all the keys and the custody of the Rental Car to the Rental Company. If a Rental Period is for more than (45) consecutive calendar days, only the first (45) consecutive calendar days will be covered under this Plan.

Renter means the person who enters into a Rental Car Agreement with the Rental Car Company, who is enrolled for coverage under this Plan and who has a Permanent Residence in the 50 United States of

America or the District of Columbia and legally resides in that location.

Secured means locked in the trunk of the Rental Car or locked in the seating compartment of the Rental Car with all windows fully closed and all Covered Persons absent the vicinity of the Rental Car.

Spouse means a person to whom the Covered Person is lawfully married.

Theft means taking or driving of the Rental Car by a person other than the Renter or an Authorized Driver without the permission of the Renter. [Theft also means the taking of Secured Personal Property of a Covered Person, without the permission of the Covered Person.]

We, Us, Our means the Company.

You, Your means the Enrollee, which may or may not be the Renter.

III. DESCRIPTION OF BENEFITS

A. DAMAGE AND THEFT BENEFIT

1. Benefit Description

If Damage to or Theft of the Rental Car occurs during the Rental Period, the Plan will pay a benefit up to a maximum of [\$100,000] per Rental Period for:

- a.** The lesser of:
 - (1) the actual cost to repair the Damage to the Rental Car;
 - (2) the wholesale monetary worth of the Rental Car at the time of the Damage or Theft as stated in an authority commonly used to determine such worth, or book value, minus salvage and depreciation costs; or
 - (3) the invoice purchase price of the Rental Car, minus salvage and depreciation costs.

- b.** Loss of Use; and

- c. Reasonable and necessary charges related to the Rental Car subsequent to the Damage or Theft, such as towing and storage, which are charged by the nearest vendor or facility capable of rendering assistance and which are the usual and customary charges in the locale where the Damage or Theft occurred.

2. Limitations and Exclusions Applicable to Damage and Theft of the Rental Car

In addition to the General Exclusions and Limitations described in the section on Terms That Apply To All Benefits, the Plan will not pay for the following under the Damage and Theft benefits:

- a. costs attributed to the Rental Company's normal course of doing business and expenses assumed, waived or paid for by the Rental Company or its insurer;
- b. Damage that has occurred prior to the Rental Period;
- c. defect in the manufacture of the Rental Car;
- d. diminishment of value, unless required by law;
- e. depreciation, unless reimbursement for depreciation is required by law;
- f. wear and tear, including such effects caused gradually over time; [or]
- g. any property other than the Rental Car [or Personal Property][; or]
- h. [the first [\$250] of expense for Damage or Theft of the Rental Car;].

3. [Damage and Theft Benefit for Personal Property

a. Benefit Description

We will reimburse a Covered Person the lesser of the following benefits, if an Accident causes Damage to Personal Property of the Covered Person, or if Theft of the Covered Person's Secured Personal Property occurs:

- (1) the replacement cost, less depreciation, as determined by the Company, of the Personal Property at the time of Damage or Theft; or

- (2) the cost of repair to the Personal Property.

Personal Property for each Covered Person is insured for up to \$5,000. If the Personal Property of more than one Covered Person is affected by Damage or Theft from the same Accident or incident of Theft, the total coverage for all such affected Personal Property is still \$5,000. The maximum payment will be apportioned to each Covered Person in the amount proportionate to the Covered Person's losses up to that Covered Person's damage limits.

b. Limitations and Exclusions Applicable to Damage and Theft of Personal Property

- (1) **Excess Coverage.** If other insurance is available to You which provides the same or similar coverage as that provided by this Personal Property coverage, this coverage becomes excess coverage and We will pay only that portion of the benefits described in this Certificate which are not reimbursed by other insurance, up to the benefit limits for this coverage.
- (2) If Theft of Personal Property that has been Secured occurs, there must be visible signs of forced entry to the Rental Car. Additionally, a report listing each stolen item of Personal Property must be filed with the appropriate law enforcement agency.
- (3) In addition to the General Limitations and Exclusions described in the section on Terms That Apply To All Benefits, the following limitations and exclusions apply to coverage for Damage and Theft of Personal Property. Benefits are not payable under this coverage for:
 - (a) any property other than Personal Property;
 - (b) Personal Property lost for reasons other than Damage of Theft;
 - (c) animals;
 - (d) furniture;
 - (e) art;
 - (f) money, securities, tickets, or documents; and
 - (g) items left in the Rental Car after the Rental Period.]

B. [ACCIDENTAL INJURY AND DEATH AND DISMEMBERMENT BENEFITS

1. Accidental Injury Benefit

If a Covered Person suffers an Accidental Injury, the Plan will pay a benefit up to a maximum of [\$15,000] for the Authorized Driver's or other Covered Person's treatment and supplies that are Medically Necessary.

- a. Medically Necessary treatment must begin within 90 days of the Accident that caused the Accidental Injury and must be completed within 52 weeks after the Accident.
- b. We will pay the usual and customary charges for Medically Necessary treatment, up to the benefit maximum for each Covered Person.
- c. **Excess Coverage.** If other insurance is available to You which provides the same or similar coverage as that provided by these Accidental Injury benefits, this coverage becomes excess coverage and We will pay only that portion of the benefits described in this Certificate which are not reimbursed by other insurance, up to the benefit limits for this coverage.

2. Accidental Death or Dismemberment Benefit

- a. If a Covered Person suffers an Accidental Death, the Plan will pay to the Beneficiary of that Covered Person \$100,000 if the Covered Person is the Renter and \$10,000 if the Covered Person is a Passenger or Authorized Driver other than the Renter.
- b. If a Covered Person suffers Dismemberment, the Plan will pay to that Covered Person the benefit amount as determined from the Table of Losses for Dismemberment below. The Table describes the percentage of the Covered Person's Accidental Death benefit that the Plan will pay to a Covered Person who suffers Dismemberment:

Both Hands or Both Feet.....	100%
Sight of Both Eyes.....	100%
One Hand and One Foot.....	100%
Either Hand or Foot and Sight of One Eye.....	100%
Speech and Hearing in Both Ears.....	100%
Either Hand or Foot.....	50%
Sight of One Eye.....	50%
Speech.....	50%
Hearing in Both Ears.....	50%
Thumb and Index Finger of the Same Hand.....	25%

- c. The Accidental Death or Dismemberment must occur within 365 days after the Accident.
- d. The benefit payment for Accidental Death or Dismemberment will be either for Accidental Death or for one category of loss for Dismemberment. If Dismemberment involves more than one category of loss, the Plan will pay the one amount which represents the greatest loss sustained by the Covered Person.
- e. Accidental Death or Dismemberment benefits will be paid in a single lump sum.

3. Physical Examination and Autopsy

The Company, at its expense, may examine the Covered Person as often as is reasonable while a claim is pending. The Company may also have an autopsy performed where it is not forbidden by law.

4. Maximum Benefit for all Covered Persons

If an Accident results in an Accidental Injury and an Accidental Death and/or Dismemberment to the Covered Person(s), and such occurrences merit payment under more than one of these benefits, the maximum payment shall not exceed \$300,000 to all Covered Persons affected by any one Accident. The maximum payment will be apportioned to each Covered Person or to each Covered Person's Beneficiary in the amount proportionate to the Covered Person's loss and the limit for which he or she was insured.

5. Exclusions applicable to Accidental Injury and Accidental Death and Dismemberment Benefits

In addition to the General Exclusions and Limitations described in the section on Terms That Apply To All Benefits, the Plan will not pay for the following:

- a. any injury of a Covered Person not caused by an Accident;
- b. any Preexisting Condition;
- c. any aggravation of a Preexisting Condition caused by an Accident;
- d. any disease, illness, or infirmity; or
- e. Accidental Injury covered under any state or federal workers' compensation, employer's liability or occupational disease law.

6. Limitation Applicable to Accidental Death and Dismemberment Benefit per Accident

If the Covered Person is enrolled in other coverage offered by AMEX Assurance Company that also provides a benefit for Accidental Death and Dismemberment, the maximum sum payable under all applicable coverage is \$3,500,000. This does not preclude the Covered Person from receiving all benefits to which he or she is entitled other than Accidental Death and/or Dismemberment benefits, up to the maximum limit disclosed in the Certificate of Insurance, under other AMEX Assurance Company policies.

7. Payment of Accidental Death Benefit to Beneficiaries

a. Designation of Beneficiary by Covered Person

A Covered Person may designate a Beneficiary to receive the Accidental Death benefit, or change a previously designated Beneficiary. To name or change a beneficiary, the Covered Person may call [1-800-332-4899] to receive a form for this purpose. In order for a Beneficiary designation or change of Beneficiary to be effective, Covered Person must complete and file the form with the Company. The designation or change of a Beneficiary will take effect as of the date it was signed, provided it has been received by the Company. Any payment of proceeds made by the Company prior to notification of a Beneficiary designation or a change of Beneficiary on the form satisfactory to the Company will fully discharge the Company to the extent of such payment.

If more than one Beneficiary is named without stating the respective interests of each Beneficiary, all Beneficiaries will share equally in any benefits.

b. Determination of Beneficiary when None is Designated

If the Covered Person does not designate a Beneficiary We will pay Accidental Death benefits to the first surviving class of the following classes: (1) Spouse or Domestic Partner of the Covered Person; (2) children of the Covered Person, equally per stirpes; or (3) the Covered Person's estate.

In determining such person or persons, We may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon any such affidavit will fully discharge Us from all obligations under the Policy unless, before such payment is made, We have received written notice of a valid claim by some other person. Any amount

payable based on the Accidental Death of a minor may be paid to the guardian of the estate of the minor.

If a benefit not exceeding \$1,000 is payable to an estate or a minor, We may pay such benefit to any relative by blood or with a connection by marriage to the Covered Person who is deemed by Us to be entitled. Any payment We make in good faith shall fully discharge Us to the extent of such payment.]

IV. TERMS THAT APPLY TO ALL BENEFITS

A. GENERAL PROVISIONS, INCLUDING PREMIUMS AND CLAIMS

1. When Coverage begins

Coverage is effective when the Rental Period begins, provided Your enrollment is received and validated by Us and You pay the correct premium prior to the beginning of the Rental Period.

2. Premiums

We will provide insurance coverage in return for premium payment. Premiums are payable by You in a manner acceptable to Us.

a. Due Date and Amount

Premium is due before Your Rental Period begins. Premium is [\$9.00] [per calendar day of the Rental Period] [for the entire Rental Period].

b. Refunds

If You cancel Your Rental Car reservation or terminate Your enrollment in this Plan within [14] days of the purchase of [American Express Car Rental Insurance], You are entitled to a full premium refund unless Your Rental Period has started during that period of time. You must contact Us at [1-800-332-4899] to request a premium refund.

3. Claims

If You or another Covered Person experiences a loss for which You believe a benefit is payable under this Plan, You must report the loss to the local law enforcement agency and provide Us with both Notice of Claim and Proof of Loss.

a. Report to Law Enforcement

Notification of Damage, including vandalism, Theft, or an Accident must be reported to the appropriate law enforcement agency as soon as reasonably possible. This requirement applies regardless of whether the

Rental Car is involved with other vehicles. Failure to notify may result in denial of benefits.

b. Notice of Claim

- (1) Notice of Claim should be provided to Us within [30] days of the loss. To insure prompt processing of Damage or Theft claims, You should provide notice of those claims as soon as possible after the date of loss. You may contact Us by calling toll-free stateside [1-800-332-4899] or, if from overseas, by calling collect [1-303-273-6497]. You may also write to Us at [American Express Car Rental Insurance][, PO Box 792, Golden CO 80402-0792.] The notice must contain the Covered Person's name, the identification number on Your Certificate and a brief description of the loss and associated expenses.
- (2) Failure to provide Notice of Claim within [30] days will not invalidate a claim or reduce any benefit payment covered under this Certificate if it can be shown that it was provided as soon as reasonably possible. No claim will be denied based upon Your failure to provide notice within such specified time, unless this failure operates to prejudice Our rights.

c. Claim Forms

At the time You provide Us with Notice of Claim, We will assist You with Your Proof of Loss by providing You with instructions and/or forms, which You may have to complete and return to Us. If We do not send the forms within [15] days after We receive Notice of Claim, You may meet the Proof of Loss requirements by giving Us a written statement of the nature and extent of the loss in accordance with the Proof of Loss provision below. You are required to cooperate with Us and provide forms and/or documentation as requested by Us. Such forms and documentation are required and necessary to process Your claim and determine if benefits are payable.

d. Proof of Loss

- (1) Proof of Loss requires You to send Us all information We request, at Your expense, in order that the Covered Person's claim may be evaluated and that We may make a determination as to whether the claim may be paid. The Proof of Loss documentation may be mailed to Us at the same address provided above for mailing the Notice of Claim.

- (2) You must provide Us with satisfactory Proof of Loss within [90] days after the date of the loss, or as soon as reasonably possible thereafter if You cannot reasonably submit the Proof of Loss within [90] days.
- (3) It is Your responsibility to provide all required documentation We request. We reserve the right to request all information We deem necessary to determine if a Covered Person's claim is payable. Proof of Loss is not complete until We receive all such information requested by Us.

Depending on the loss, required documentation may consist of, but may not be limited to:

- (a) itemized bill for repair or replacement of the Rental Car or item;
- (b) report from law enforcement agency (e.g., police report);
- (c) photos of Damage to the Rental Car;
- (d) copies of all claim documents and correspondence, provided by the Rental Company;
- (e) copy of the written Rental Car Agreement with the Rental Company;
- (f) death certificate and/or itemized medical bills and medical records;
- (g) signed authorization to obtain medical records;
- (h) completed claim form;
- (i) documentation from the Rental Company indicating that the Covered Person was responsible for the damages or loss; and
- (j) receipts or proof of ownership for stolen or damaged items.

e. Our Payment of Claims

- (1) **In general.** A claim for benefits provided by this Plan will be paid within [90 days] after Our receipt of complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan. Any payment made by Us in good faith pursuant to this or any other provision of this Plan will fully discharge Us to the extent of such payment.

- (2) **What We will pay.** In regards to benefits covered under this Certificate, We shall pay:
- (a) Damage and Theft benefits relating to the Rental Car either to the Renter or to the Rental Company.
 - (b) [Damage and Theft benefits relating to Personal Property of the Covered Person to whom the Personal Property belongs.]
 - (c) [Accidental Injury benefits to the Covered Person who is injured in the Accident.]
 - (d) [Dismemberment benefits to the Covered Person who suffers the Dismemberment in the Accident.]
 - (e) [Accidental Death benefits to the Beneficiary of the Covered Person, who is determined according to the provisions relating to the Accidental Injury, Death or Dismemberment benefits.]

4. Other General Terms

a. Change of Permanent Residence

You must notify Us within 30 days after You change Your Permanent Residence. If the change is to a different state, We may need to adjust the terms of Your coverage (including Your rates) to conform to the requirements of that state.

b. Clerical Error

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

c. Conformity with State and Federal Law

If a Plan provision does not conform to applicable provisions of State or Federal law, the Plan shall be deemed amended to comply with such law.

d. Entire Contract; Representation; Change

This Certificate, the Policy and any applications, endorsements or riders make up the entire contract. Any statement You make is a representation and not a warranty. This means that You make a statement to the best of Your knowledge based on facts known to You at the time. However, You are not warranting that such statement will remain true in the future. This Certificate may be changed at any time by written agreement between the Master Policyholder and the Company. Only the President, Vice-President or Secretary of the Company may change or waive the provisions of the Certificate. No agent or other person may change the Certificate or waive any of its terms.

This Certificate may be changed at any time by providing notice to You. A copy of the Policy will be maintained and kept by the Master Policyholder and may be examined at any time.

e. 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, another Covered Person or by anyone acting on Your behalf to obtain benefits, all benefits will be denied. We do not provide coverage to a Renter or other Covered Person who, whether before or after a loss, has:

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

[We may terminate this Certificate for fraud or misrepresentation relating to enrollment or filing claims. See Grounds for Termination described in section on Termination Or Cancellation Of Coverage.]

f. Legal Actions

No legal action may be brought to recover against this Plan until [60] days after Proof of Loss has been received by Us. Any action against Us must be brought within the time allowed by law after the time written Proof of Loss is required to be given, or if the action involves a denied claim, after the claim is denied.

g. Right of Recovery

If We make a payment to a Covered Person under this Plan and the Covered Person recovers an amount from another, equal to or less than Our Payment, the Covered Person 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 the Covered Person any amount exceeding the maximum amount payable. Provided however, Our rights to recovery under this subsection shall apply only to the extent any such recovery would represent funds received by You that exceed the amount necessary to fully compensate You for Your loss.

h. Subrogation

In the event of any payment under this Policy, 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.

B. GENERAL LIMITATIONS AND EXCLUSIONS

1. Multiple Certificates Applicable to the Same Accident

Duplicate or multiple enrollments for the Covered Person shall not obligate the Company to pay more than one benefit limit per Accident or Theft covered under the Policy. The maximum amount We will pay for any one Accident or Theft is the single highest benefit limit for which the Covered Person was enrolled at the time of the Accident or Theft.

2. When a Covered Person has coverage under similar American Express products

A Covered Person may be covered for similar Rental Car benefits under different American Express products. If both 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 will provide excess coverage.

3. General Exclusions

Benefits are not payable under this Certificate if the loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by:

- a.** failure of the Renter or Authorized Driver to surrender all the vehicle keys at the end of the Rental Period;
- b.** violation of the Rental Car Agreement with the Rental Company;
- c.** acts by a Covered Person to intentionally Damage or injure;
- d.** using the Rental Car to push or tow anything;
- e.** war or any act of war, whether declared or undeclared;
- f.** 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;

- g.** participation in a riot, civil disturbance, protest or insurrection;
- h.** violation of a criminal law, offense or infraction, whether cited or charged, by or on behalf of the Covered Person or the Covered Person's Beneficiary;
- i.** being engaged in or committing fraud, abuse, or illegal activity of any kind by the Covered Person;
- j.** suicide or any attempt at suicide, intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury, or autoeroticism;
- k.** being under the influence of any drug, unless taken as prescribed or administered on the advice of a Physician or Dentist acting within the scope of the provider's authority under applicable law;
- l.** consumption of alcohol at or in excess of the legal blood alcohol level in the state or locality in which the Accident occurred;
- m.** riding or driving in any kind of race for prize money or profit;
- n.** a Rental Car used for any manner of racing or team sport;
- o.** intentional exposure to Exceptional Danger except in an attempt to save human life;
- p.** natural disasters, including, but not limited to, hurricanes, floods, tornados, hail, earthquakes or any other event in the course of nature, that occurs at the same time or in separate instances;
- q.** confiscation by any governmental authority, public authority, or customs official;
- r.** normal wear and tear, inherent product defects or manufacturer's defects, or gradual deterioration.
- s.** freezing and mechanical breakdown or electrical failure, except where it results from Theft;
- t.** the Rental Car being left unattended and unlocked or a window not completely closed;
- u.** a Rental Car used for hire, whether for hire to carry persons or property;

- v. off-road operation of the Rental Car;
- w. a Rental Car used outside the rental territory which had been authorized by the Rental Company in the Rental Car Agreement;
- x. someone driving the Rental Car other than the Authorized Driver; or
- y. tires, unless other Damage occurs to the Rental Car from the same Accident, or Theft of the entire Rental Car occurs.

4. Excluded Vehicles

The following vehicles are not considered a Rental Car and no benefit under the Plan will be paid for a loss if such a vehicle is rented:

- a. vehicles not required to be licensed;
- b. trucks other than pick-up trucks;
- c. cube vans, campers, off road vehicles, trailers, all terrain vehicles, motorbikes, recreational vehicles, vans or minivans mounted on a truck chassis, motorcycles, mopeds, motorized carts including golf carts, passenger vans, or limousines;
- d. any vehicle more than 20 years old or that has not been manufactured for 10 or more years;
- e. vehicles used for commercial or livery use whether or not licensed for such use (commercial use includes hauling or transporting materials or goods necessary to or reasonably considered to be engaged in a commercial or livery use);
- f. vehicles that, after manufacture by the maker, have had any part customized or modified, except for driver's assistance equipment for the physically challenged driver;
- g. any vehicle used off maintained roadways; and
- h. vehicles rented in Australia, Ireland, Israel, Italy, Jamaica, and New Zealand.

V. CHANGING YOUR BENEFITS

If You would like to change the level of Your coverage, please contact Us at [1-800-332-4899]. The effective date for the change of coverage will be the next business day following Our receipt, acceptance and approval of the change, subject to the payment of any additional required premium. Coverage level

changes will not be honored unless placed prior to the Rental Period and approved by Us. The premium is refundable up to [14] days after the initial purchase of this Plan or the start of the Rental Period, whichever happens first. The premium is non-refundable anytime after [14] days from the initial purchase of this Plan or the start of the Rental Period, whichever happens first.

VI. TERMINATION OF COVERAGE

A. REASONS FOR TERMINATION

Coverage will cease on the earliest of the following dates:

- a. [the last calendar day of the Rental Period for which premium has been paid;]
- b. [the date We determine that You, or anyone acting on Your behalf, or any Covered Person or someone acting on the Covered Person's behalf, intentionally misrepresented a material fact or fraud occurred in enrollment or presentation of a claim;]
- c. the date the Policy or any benefit under the Policy is cancelled. We will provide at least [60] days advance written notice to You at Your last known address. The notice will include the reason for cancellation;
- d. if You obtained membership through a Participating Organization, the Participating Organization ceases to participate in the Policy;
- e. the Covered Person's Permanent Residence is no longer within the 50 United States of America, the District of Columbia, or territories of the United States ;
- f. You request termination of this insurance coverage;
- g. after 45 consecutive days of a Rental Period; or
- h. We are unable to collect premium from Your Account.

Termination of coverage will not prejudice any claim originating prior to termination, subject to all other terms of the Policy. In regards to paragraphs c. and d, above, if termination of the Policy or Participating Organization Agreement occurs during the middle of a Rental Period, we will provide coverage to all Covered Persons until the end of the Rental Period.

B. REQUIREMENTS FOR TERMINATION

1. By You During Initial Free Review Period

To cancel Your coverage during the initial [14] day review period, You either must:

- a. Return the Certificate, with a request for termination, to [American Express Car Rental Insurance or Car Rental Insurance] [P.O. Box 792, Golden, Colorado 80402-0792;] or
- b. Call our Client Service Department at [1-800-332-4899].

2. By You after initial review period, or by the Participating Organization

You may terminate this Plan at any time after premium has been paid by giving Us written or verbal notice in advance of such termination. Notice of termination must be sent to [American Express Car Rental Insurance or Car Rental Insurance, PO Box 792, Golden, CO 80402-0792], or by calling [1-800-332-4899]. The effective date of termination will be the date We receive and validate such notice, or a later date as You advise.

- a. Any termination request after the [14] day review period will be non-refundable.
- b. To terminate coverage, You or the Participating Organization must provide Us with a notice before a requested termination date. The Participating Organization must provide Us with a minimum of [60] days advance written notice before the requested termination date. Such termination by the Participating Organization is not effective until We are notified in writing by the organization.
- c. Either You or the Participating Organization may terminate one or more benefits under the Policy that are offered as an option or all insurance benefits.

Termination of coverage will not prejudice any claim originating prior to termination or cancellation subject to all other terms of the Policy. If termination of the Participating Organization Agreement occurs during the middle of a Rental Period, we will provide

coverage to all Covered Persons until the end of the Rental Period.

3. Termination or Non-Renewal of Policy or Certificate by Us or the Master Policyholder

- a. We may non-renew the Policy. All coverage under this Certificate will cease on the date of non-renewal. If We non-renew the Policy, We will provide at least [60] days advance written notice of the non-renewal to You, any Participating Organization and the Master Policyholder.
- b. Either the Master Policyholder or Us may terminate the Policy with [31] days notice to the other party. We shall provide notice to Covered Persons and to Participating Organizations of the date coverage under the Certificate will terminate because the Policy is terminating.
- c. [We may terminate this Certificate, or the coverage under this Certificate of any Covered Person, with [45] days written notice] if We determine that You or any Covered Person has made a material misrepresentation, non-disclosure or fraudulent statement in enrollment or claims presentation.]
- d. [We may terminate this Certificate with [10] days written notice] if We are unable to collect premium from Your Account and any required grace period has expired.]

Termination of coverage will not prejudice any claims originating prior to termination or cancellation subject to all other terms of the Policy. If termination of the Policy by the Master Policyholder or Us occurs during the middle of a Rental Period, We will provide coverage to all Covered Persons until the end of the Rental Period.

4. Certificate is Non-Renewable

This Plan is issued for a single Rental Period and is non-renewable. If You wish to have coverage under the Plan for a new Rental Period, You must enroll for coverage under another Certificate.

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

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[Joy A. Hanson
President
AMEX Assurance Company]



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[John M. Collins
Secretary
AMEX Assurance Company]