

## Filing at a Glance

Company: AMEX Assurance Company

Product Name: Premium Baggage Protection

TOI: 09.0 Inland Marine

Sub-TOI: 09.0006 Other Personal Inland  
Marine

Filing Type: Form

SERFF Tr Num: AMEE-125169898 State: Arkansas

SERFF Status: Closed

Co Tr Num: AX0923-AR-0001F

Co Status:

Author: Michelle Correa

Date Submitted: 06-14-2007

State Tr Num: AR-PC-07-025074

State Status:

Reviewer(s): Betty Montesi,  
Llyweyia Rawlins

Disposition Date: 07-06-2007

Disposition Status: Approved

Effective Date (New): 07-06-2007

Effective Date (Renewal):

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal):

## General Information

Project Name: PBP

Project Number: AX0923-AR-0001F

Reference Organization:

Reference Title:

Filing Status Changed: 07-06-2007

State Status Changed: 06-14-2007

Corresponding Filing Tracking Number:

Filing Description:

June 12, 2007

Via SERFF

Status of Filing in Domicile: Authorized

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Arkansas Insurance Department

1200 West Third Street

Little Rock, AR 72201

RE: FILING SUBMITTED FOR APPROVAL

AMEX Assurance Company

Group Inland Marine Filing-Premium Baggage Protection

NAIC #: 27928

Company FEIN: 36-2760101

Company File Number: AX0923-AR-0001F

FORMS:

PBP-DOC 03/07 Description of Coverage

PBP-EF 03/07 Enrollment Request Form

Dear Sir or Madam:

On behalf of AMEX Assurance Company, I am respectfully submitting the above-referenced forms for your review and approval pursuant to 23-79-109(a)(2) of the Arkansas Insurance Code. These forms are new and do not replace any previously approved forms.

These forms will be used under Master Group Policy AX0923. The Policy was approved in North Carolina on June 8, 2007. This is Group Inland Marine Policy. The Group Policyholder, Travel Related Services Company, Inc. is an issuer of charge and lending cards, which can be used to buy goods and services and was not formed solely for the purpose of purchasing insurance. The group consists of American Express Cardmembers.

Premium Baggage Protection provides benefits up to \$2,000 for carry-on Baggage, up to \$2,000 for checked Baggage and up to \$2,000 for personal and business items that are lost, stolen or damaged by a hotel, while traveling on a Covered Trip. A benefit of up to \$500 is also provided for necessary replacement items when Baggage is delayed three hours or more at the Covered Persons Scheduled Airline destination. Coverage is activated and a premium of \$9.95 is automatically billed each time an enrolled Cardmember uses their American Express Card to purchase a Scheduled Airline ticket. Benefits are in excess of the airline and hotel liability.

Premium Baggage Protection will be mass marketed through direct mail and in-bound and out-bound telemarketing as well as through the American Express website.

Bracketed material throughout the forms is variable to allow flexibility to our marketing partners for their selected marketing campaigns. Bracketed information may be included or omitted, depending on the marketing campaign. The content on the Enrollment Request Form is represented in its entirety; however the format of the form is subject to change based on the marketing format used.

We have submitted rates associated with these forms in a separate filing via SERFF under Company File Number: AX0923-AR-0001R.

This filing has been reviewed and to the best of my knowledge, complies with all applicable Arkansas laws and regulations now in effect.

If you have any questions or concerns, please feel free to contact me by phone at 920-431-4042, by fax at 920-431-4040 or via e-mail at Kathy.M.Nelson@aexp.com.

Sincerely,

Kathy Nelson

Kathy M. Nelson  
Senior Compliance Analyst  
AMEX Assurance Company

## Company and Contact

### Filing Contact Information

Kathy Nelson, Sr. Compliance Analyst  
480 Pilgrim Way  
Green Bay, WI 54304

kathy.m.nelson@aexp.com  
(888) 618-8441 [Phone]  
(920) 431-4040[FAX]

### Filing Company Information

AMEX Assurance Company  
480 Pilgrim Way  
Ste 1400  
Green Bay, WI 54304  
(920) 431-4000 ext. [Phone]

CoCode: 27928  
Group Code: 4

State of Domicile: Illinois  
Company Type:

Group Name:  
FEIN Number: 36-2760101

State ID Number:

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: AR Form Filing Fee 50.00 per filing.  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AMEX Assurance Company	\$50.00	06-14-2007	14141081

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	07-06-2007	07-06-2007

### Objection Letters and Response Letters

#### Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	06-22-2007	06-22-2007

#### Response Letters

Responded By	Created On	Date Submitted
Michelle Correa	07-05-2007	07-05-2007

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
Premium Baggage Protection Description of Coverage	Form	Michelle Correa	06-14-2007	06-14-2007

## Disposition

Disposition Date: 07-06-2007

Effective Date (New): 07-06-2007

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Supporting Document</b>	Response Letter	Approved	Yes
<b>Form</b> <i>(revised)</i>	Premium Baggage Protection Description of Coverage	Approved	Yes
<b>Form</b>	Premium Baggage Protection Description of Coverage	Approved	Yes
<b>Form</b>	Premium Baggage Protection Description of Coverage	Approved	Yes
<b>Form</b>	Enrollment Request Form	Approved	Yes

## Objection Letter

Objection Letter Status                      Pending Industry Response  
Objection Letter Date                        06-22-2007  
Submitted Date                                06-22-2007

Dear Kathy Nelson,

After reviewing your form filing, the following needs to be implemented.

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract.

You may amend by extending the time limit to five (5) years or by stating within the time allowed by law.

Please feel free to contact me if you have questions.

Llyweyia Rawlins  
Certified Rate and Form Analyst  
Property and Casualty Division  
501-371-2809 Fax 501-371-2748  
Email: Llyweyia.rawlins@arkansas.gov

Sincerely,  
Llyweyia Rawlins

## Response Letter

Response Letter Status                      Submitted to State  
Response Letter Date                        07-05-2007  
Submitted Date                                07-05-2007

Dear Llyweyia Rawlins,

Comments:

### Response 1

Comments: Please see Response to objection dated 06-22-2007

Thank You,

Michelle Correa  
Compliance Analyst  
Supporting Document Schedule Item Changes  
Satisfied -Name: Response Letter  
Comment: Please see below.  
Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score
Premium Baggage Protection Description of Coverage	PBP-DOC	03/07	Certificate	New		0

No Rate/Rule Schedule Item Changes

Sincerely,  
Michelle Correa

**Amendment Letter**

Amendment Date:

Submitted Date: 06-14-2007

**Comments:**

Please note that the Description of Coverage is listed as a replaced form, this is incorrect. This is a new form. I've amended the filing to reflect this and I apologize for any inconvenience this may have caused you.

Thank You,

Michelle Correa

Compliance Analyst

**Changed Items:**

**Form Schedule Item Changes:**

<b>Form Name</b>	<b>Form Number</b>	<b>Edition Date</b>	<b>Form Type</b>	<b>Action</b>	<b>Replaced Form #</b>	<b>Previous Filing #</b>	<b>Readability Score</b>	<b>Attachments</b>
Premium Baggage Protection Description of Coverage	PBP-DOC	03/07	Form	New			0	PBP DOC.final.060 707.pdf

**Form Schedule**

<b>Review Status</b>	<b>Form Name</b>	<b>Form #</b>	<b>Edition Date</b>	<b>Form Type</b>	<b>Action</b>	<b>Action Specific Data</b>	<b>Readability</b>	<b>Attachment</b>
Approved	Premium Baggage Protection Description of Coverage	PBP-DOC	03/07	Certificate	New		0.00	PBP DOC AR.070207.pdf
Approved	Premium Baggage Protection Description of Coverage	PBP-DOC	03/07	Certificate	Replaced	PBP-DOC 03/07	0.00	PBP DOC.final.060707.pdf
Approved	Premium Baggage Protection Description of Coverage	PBP-DOC	03/07	Certificate	New		0.00	PBP DOC.final.060707.pdf
Approved	Enrollment Request Form	PBP-EF	03/07	Application/Binder/Enrollment	New		0.00	PBP enrollment form.032907.pdf

**PREMIUM BAGGAGE PROTECTION PLAN  
DESCRIPTION OF COVERAGE**

Underwritten by AMEX Assurance Company  
Administrative Office, 480 Pilgrim Way, Green Bay,  
Wisconsin

**DEFINITIONS**

Certain words used in this Description of Coverage are capitalized throughout and have special meaning. Wherever used herein, the singular shall include the plural, the plural shall include the singular, as the context requires.

**Account** means the American Express Card Account of a Basic Cardmember, or an Additional Cardmember, if the Additional Cardmember is enrolled separately in this Plan.

**Alighting** means when a Covered Person is in the direct and immediate act of moving down, out, or off of the Scheduled Airline plane while on a Covered Trip. Once the Covered Person's body has completely exited the Common Carrier Conveyance, he or she is no longer Alighting.

**Baggage** means each Covered Person's personal property, including travel bags and suitcases and their contents and Business Effects, which the Covered Person takes on a Covered Trip, whether to be carried on or checked with the Scheduled Airline.

**Boarding** means when a Covered Person is in the direct and immediate act of getting on and entering into the Scheduled Airline plane while on a Covered Trip.

**Business Effects** means property owned by the Covered Person or used in conjunction with the Covered Person's employment for which the safekeeping is the Covered Person's responsibility.

**Card** means an eligible American Express Card issued by American Express Travel Related Services, Inc., billed in the 50 United States of America[, or] the District of Columbia[, Puerto Rico or U.S. Virgin Islands] and issued to a Basic or Additional Cardmember.

**Cardmember** means an American Express Basic or Additional Cardmember to whom a Card has been issued and for whom an Account has been established and who maintains a Permanent Residence in the 50 United States of America[, or] the District of Columbia[, Puerto Rico or the U.S. Virgin Islands].

**Common Carrier Conveyance** means any land, water or air vehicle operated by a licensed common carrier and offered to the public to carry passengers for hire on a

regularly scheduled basis. (A rental or personal vehicle is not a Common Carrier Conveyance.)

**Company** means AMEX Assurance Company and its duly authorized agents.

**Covered Person** means a Basic Cardmember enrolled in the Plan, their spouse or Domestic Partner and Dependent Children and their Additional Cardmember, spouse or Domestic Partner, and Dependent Children.

If an Additional Cardmember enrolls in this Plan separately, only the Additional Cardmember, their spouse or Domestic Partner, and Dependent Children are Covered Persons.

**Covered Trip** means a trip by a Covered Person on a Scheduled Airline between the point of departure and the final Scheduled Airline destination, as shown on the Covered Person's ticket, when the Scheduled Airline ticket has been charged to the Cardmember's Account prior to the Loss.

**Dependent Children** means:

1. Your natural or adopted children, stepchildren, children placed with You for adoption, who are unmarried, who are under age 23; or
2. children who are disabled prior to the attainment age of 23 and who are dependent upon You for daily living assistance and supervision. Coverage will be extended for as long as such a child is unmarried and disabled.

**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 the following qualifications:
  - a. have resided with each other continuously for at least the past 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.

**Loss** means damaged, stolen or lost Baggage.

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

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

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

**Policy** means the Group Insurance Master Policy (AX0923 issued to American Express Travel Related Services Company, Inc.).

**Replacement Cost** means the lesser of the cost to repair or replace Baggage with material or property of like kind and quality as a result of a Loss.

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

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

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

**You, Your** means the Cardmember.

**DESCRIPTION OF BENEFITS**

We will pay a benefit to a Covered Person for a Loss up to the applicable limits and under the circumstances described below.

<b>Benefit</b>	<b>Limit</b>
Carry-on Baggage Benefit	up to \$2,000
Checked Baggage Benefit	up to \$2,000
Delayed Checked Baggage Benefit	up to \$500
Hotel/Motel Baggage Benefit	up to \$2,000
Common Carrier Conveyance Benefit	up to \$2,000

For New York State residents, there is a \$10,000 aggregate maximum limit for all Covered Persons per Covered Trip.

**Carry-on Baggage Benefit**

We will pay a benefit for the Replacement Cost, up to \$2,000, for each Covered Person on a Covered Trip for Loss of carry-on Baggage. A Covered Person is eligible for this benefit if the Loss occurs while the Covered Person is upon airport premises designated for passenger use, but only when the Covered Person is upon such premises immediately before Boarding or immediately after Alighting from a Scheduled Airline plane or while riding solely as a passenger in or Boarding or Alighting from a Scheduled Airline plane while on a Covered Trip.

**Checked Baggage Benefit**

We will pay a benefit for the Replacement Cost, up to \$2,000, for each Covered Person on a Covered Trip for Loss of checked Baggage. (Bicycles are covered when checked as Baggage with a Scheduled Airline.)

**Delayed Checked Baggage Benefit**

We will pay a benefit up to \$500 for each Covered Person on a Covered Trip for the cost of replacing or renting necessary Baggage contents and Business Effects contained in checked Baggage which, due to the fault of the Scheduled Airline, have been delayed and not delivered within three (3) hours of the Covered Person's arrival at a destination. In order to be eligible for this benefit, rentals and purchases must be made prior to the Covered Person's receipt of the delayed checked Baggage.

**Hotel/Motel Baggage Benefit**

We will pay a benefit for the Replacement Cost, up to \$2,000, for each Covered Person on a Covered Trip for Loss of Baggage when the Covered Person is staying in any accommodation as a paying registered guest during a Covered Trip, if the Loss occurs on the premises of the accommodation.

**Common Carrier Conveyance Benefit**

We will pay a benefit for the Replacement Cost, up to \$2,000, for each Covered Person on a Covered Trip, when a Scheduled Airline ticket is purchased in advance of a Covered Trip, for Loss to Baggage while the Covered Person is riding solely as a passenger on a Common Carrier Conveyance when going directly to an airport for the purpose of Boarding a Scheduled Airline plane or when leaving from an airport directly after Alighting from a Scheduled Airline plane.

Coverage for all benefits under this Description of Benefits section is secondary to any other coverage, which is primary and provided by a Scheduled Airline, the Transportation Security Administration, a Common

Carrier Conveyance, an employer in the event Business Effects are the property of the employer, or an accommodation's innkeeper's liability insurance. Where other coverage is available to the Covered Person, Our benefit will be in excess of the amount payable under the other coverage. The combined payment from this Plan's coverage and other available coverage shall not exceed Our Replacement Cost. With respect to a claim under the Checked Baggage Benefit, if such a claim is completely denied under the primary coverage, such claim shall be eligible for payment under this Plan only if the sole reason for complete denial is the specific exclusion of a particular item of property in the primary coverage contract.

### **ELIGIBILITY AND ENROLLMENT**

When the Basic Cardmember enrolls, all other Accounts of the Basic Cardmember as well as any Additional Cardmembers will be enrolled in the Premium Baggage Protection Plan at the same coverage level and premium as indicated on the Basic Cardmember's Enrollment Request. The only Cards that will not be enrolled are Corporate Cards, Additional Cards enrolled independently, Additional Cards issued to You on someone else's account, and any Card issued by a third-party bank partner of American Express.

When an Additional Cardmember is enrolled separately, coverage does not extend to any other Card.

Either the Basic Cardmember or Additional Cardmember must request enrollment. The effective date of enrollment is when the Company receives, accepts, and validates the Enrollment Request.

If the fare for a Scheduled Airline ticket is charged to Your Card prior to Your enrollment, coverage will exist only if the date of departure for the Covered Trip is after the effective date of enrollment, and a premium has been billed to Your Account.

#### **Coverage Activation**

Coverage is activated when the Cardmember uses an enrolled Card to purchase a Scheduled Airline ticket.

In the event Scheduled Airline fares for more than one Covered Person for any Covered Trip are charged collectively (one charge form for all fares), all Covered Persons will be insured. However, the benefits payable under the Policy with respect to any one Covered Person will be reduced proportionately based on the number of Covered Persons whose fare is included in the collective charge.

### **PREMIUMS**

A \$9.95 premium charge will be billed to Your Account each time a Scheduled Airline fare is charged to that Account until You terminate Your enrollment.

#### **Refund of Premium**

There may be occasions when premium charges are billed to the Cardmember's Account for cancelled trips, uninsured persons, itinerary changes, ticket upgrading, non-Scheduled Airline flights, baggage or other such non-covered airline services. If any such charges are billed to the Cardmember, the Cardmember must contact American Express for a refund.

#### **Premium Changes**

We have the right to change the premium rates. We will provide written notice to You at least thirty (30) days before the date of change. Premium changes may occur if You change Your Permanent Residence state.

### **EXCLUSIONS**

Benefits will not be payable if the Loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by the following:

1. war or act of war, whether declared or undeclared;
2. any act by customs or other governmental authority whether involving Your consent or by confiscation or requisition (except the Transportation Security Administration);
3. defective workmanship, normal wear and tear and gradual deterioration; or
4. any illegal act by or on behalf of the Covered Person.

#### **Items Not Covered**

This Plan does not insure:

1. cash or its equivalent, notes, accounts, bills, currency, deeds, food stamps or evidences of debt or intangible property;
2. credit cards and other travel documents (including, but not limited to, passports and visas);
3. securities;
4. tickets and documents;
5. contact lenses;
6. artificial teeth and limbs;
7. plants and animals;
8. automobiles and equipment;
9. motorcycles and motors;
10. aircraft, boats, or other conveyances; or
11. property shipped as freight or shipped prior to the Covered Trip departure date.

### **CLAIM PROVISIONS**

To claim a benefit which You believe is payable under this Plan, You must provide both Notice of Claim and Proof of Loss.

### **Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the Loss or as soon as reasonably possible. You may contact Us by calling [1.800.645.9700] within the United States or if from overseas, by calling collect [1.303.273.6498]. You may also write to Us at [Premium Baggage Protection, P.O. Box 683, Golden, CO 80402-0683].

Failure to provide Notice of Claim within thirty (30) days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if it can be shown that it was provided as soon as reasonably possible. 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 with documents, which You must complete and return to Us. You are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process Your claim and determine if benefits are payable.

To insure prompt processing of Your claim, send Your Notice of Claim to Us as indicated in the instructions below.

### **Carry-on Baggage Benefit Claim**

To file a Carry-on Baggage Benefit claim the Covered Person must:

1. promptly file a written report with a local law enforcement agency or the Scheduled Airline, and obtain a copy of the report;
2. call the Plan Administrator at [1.800.645.9700] or write to [Premium Baggage Protection Plan, P.O. Box 683, Golden CO 80402-0683], to obtain a claim form and instructions; and
3. complete and sign the claim form and return it with the requested documentation. The claim form must be filed as soon as possible following the Loss.

### **Checked Baggage Benefit Claim**

To file a Checked Baggage Benefit claim the Covered Person must:

1. promptly file a written report with the Scheduled Airline, prior to leaving the terminal premises, and obtain a copy of the report; and
2. proceed as instructed in Carry-on Baggage Benefit Claim section (items 2 and 3) above.

### **Delayed Checked Baggage Benefit Claim**

To file a Delayed Checked Baggage Benefit claim the Covered Person must:

1. promptly file a Delayed Checked Baggage report with the Scheduled Airline or Transportation Security Administration prior to leaving the terminal premises and obtain a copy of the report;

2. allow three (3) hours after the time of arrival for delivery of the Delay Checked Baggage;
3. retain receipts for rental or replacement purchases; and
4. proceed as instructed in Carry-on Baggage Benefit Claim section (items 2 and 3) above.

Any benefit payment made under this Plan for a Delayed Checked Baggage Benefit claim will not be deducted from the eligible benefit amount under this Plan for Checked Baggage, if the Delayed Checked Baggage is not recovered and the Covered Person subsequently presents a claim under the Checked Baggage Benefit.

### **Claim Forms**

Upon Our receipt of Notice of Claim, We will send the Covered Person claim forms to file Proof of Loss. If We do not send the forms within fifteen (15) days after We receive Notice of Claim, then the Covered Person 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.

### **Proof of Loss**

Proof of Loss requires You to send Us all the information We request, at Your expense, in order that Your claim may be evaluated and that We may make a determination as to whether the claim may be paid. You must provide Us with satisfactory Proof of Loss within sixty (60) days after We have provided You with instructions and claim forms in response to Your Notice of Claim or Your claim may be denied. Your Proof of Loss documentation may be mailed to Us at the same address provided above for mailing Your Notice of Claim. We reserve the right to request all the information We deem necessary to determine that Your claim is payable, and We will not consider that We have received complete Proof of Loss until the information We have requested is received.

If all required documentation is not received within sixty (60) days of the date of Loss (except documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is Your responsibility to provide all required documentation We request.

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

### **Payment of Claim**

A claim for benefits provided by this Plan will be paid upon Our receipt and review of Your 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.

Claims will be paid on the basis of the Replacement Cost of the covered property. If You are eligible to recover your Loss from other insurance sources, We will make a payment to You only to the extent Your Loss exceeds the amount paid from other insurance. The Company may, at its option, elect to repair or replace the covered property. If the Company elects to replace the property it will be of like kind and quality.

If any request for benefits made under the Plan is determined to be fraudulent, or if any fraudulent means or devices are used by You or by anyone acting on Your behalf to obtain benefits, all benefits will be forfeited.

### **TERMINATION OR CANCELLATION**

Except as specified below, as long as You remain a Cardmember this coverage will automatically be renewed until You notify the Company and terminate Your coverage. Enrollment will terminate or cancel on the earliest of the following:

1. the date You no longer maintain a Permanent Residence in the 50 United States of America[, or] the District of Columbia[, Puerto Rico, or U.S. Virgin Islands];
2. the date You request termination of enrollment;
3. the date We determine that You or someone on Your behalf intentionally misrepresented or fraud occurred;
4. the date the Policy or any benefit under the Policy is cancelled;
5. the date You terminate Your Account and are no longer a Cardmember or Your Account is cancelled by American Express; or
6. the date You move Your Permanent Residence to a state where the Plan is not available.

Termination or cancellation of coverage will not prejudice any claim originating prior to termination or cancellation, subject to all other terms of this Policy.

The Company has the right to cancel the Policy at any time by sending a written notice at least sixty (60) days in advance to You at Your last known address. The notice will include the reason for cancellation.

### **GENERAL PROVISIONS**

#### **Change in Permanent Residence**

You must notify Us within thirty (30) days of a change in Your Permanent Residence. If the change is to a different state, Your Plan provisions and rates may be adjusted to conform to the requirements of that state. Notification of

any such Plan adjustment will be included in a new Description of Coverage issued to You.

#### **Clerical Error**

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

#### **Conformity with State and Federal Law**

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

#### **Entire Contract; Representation; Change**

This Description of Coverage, the Policy and any endorsements or riders and the Enrollment Request form make up the entire contract. Any statement You make is a representation and not a warranty. This Description of Coverage may be changed at any time by written agreement between the Master Policyholder and the Company. Only the President, Vice-President or Secretary of AMEX Assurance Company may change or waive the provisions of the Description of Coverage. No agent or other person may change the Description of Coverage or waive any of its terms. This Description of Coverage 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.

#### **Excess Coverage**

If any Loss under this Plan is insured under any other valid and collectible policy, then this Plan shall cover such Loss, subject to its exclusions, conditions, provisions and other terms herein, only to the extent that the amount of such Loss is in excess of the amount of such other insurance which is payable or paid.

#### **Legal Actions**

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after five (5) years from the time written Proof of Loss is required to be given.

If a time limit of this Plan is less than allowed by the laws of the state of Your Permanent Residence, the limit is extended to meet the minimum time allowed by such law.

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

Coverage provided under this Plan shall be void if the Covered Person has concealed, omitted or misrepresented any material fact or circumstance concerning the enrollment of this insurance, the subject of this insurance, or the interest of the Covered Person therein, or in case of any fraud or false swearing by the Covered Person relating thereto.

If any request for benefits made under the Plan is determined to be fraudulent, or if any fraudulent means or devices are used by You or by anyone acting on Your behalf to obtain benefits, all benefits will be forfeited.

**Right of Recovery**

If We make a payment to You under this Plan and You recover an amount from another, You shall hold in trust for Us the proceeds of the recovery and reimburse Us to the extent of Our payment. If Our payments exceed the maximum amount payable under the benefits of this Plan, We have the right to recover from You any amount exceeding the maximum amount payable.

**Subrogation**

In the event of any payment under this Plan, We shall be subrogated to the extent of such payment to all Your rights of recovery. You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or otherwise pursue subrogation rights in Your name. You

shall do nothing after Your Loss to prejudice such subrogation rights.

**Time Limit on Certain Defenses**

After two (2) years from the date of enrollment, no misstatements, except fraudulent misstatements during enrollment or claims presentation, may be used to void the coverage or deny any claim for loss incurred after the two (2) year period.

**IMPORTANT ADDITIONAL INFORMATION FOR YOU**

This Description of Coverage replaces any prior Description of Coverage under the Policy that may have been furnished to You.

**This Description of Coverage is an important document. Please read it and keep it in a safe place.**

**IN WITNESS WHEREOF**, We have caused this Description of Coverage to be signed by Our officers:



Kenneth J. Ciak  
President  
AMEX Assurance Company



Thomas R. Moore  
Secretary  
AMEX Assurance Company

**[Company Logo]**  
[American Express Company]  
[P.O. Box 299825, Ft. Lauderdale, FL 33329-9825]

**[PREMIUM BAGGAGE PROTECTION PLAN]**  
[ENROLLMENT REQUEST for the exclusive use of:]

Mr. John Doe 100 Main Street Anytown, USA 10000-0001  Account Number: [xxxxxxxxxxxxxx] [(Your Account Number has been scrambled for your protection.)]
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[Yes, please enroll me in Premium Baggage Protection.]

[A [\$9.95] premium charge will be automatically billed for each Covered Person for each Covered Trip.]

[I] [On behalf of my company, I as Authorizing Officer] hereby request enrollment in the [Premium Baggage Protection Plan], underwritten by AMEX Assurance Company, under [Master Policy AX0923] (“Policy”). I have read, understand, and agree to the Summary Terms and Conditions of the Policy provided in this enrollment packet. I understand that enrollment is effective when American Express receives, accepts and validates this Enrollment Request. I understand that the premium will be automatically billed to my Card account, and coverage will be activated, whenever I pay for a Scheduled Airline ticket using my enrolled American Express Card, until my enrollment is terminated.

*Any person who knowingly and with intent to defraud any insurance company or other person 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, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claims for each such violation.*

---

Signature of [[Basic] [or] [Additional] Cardmember]] [Authorizing Officer] (Please sign in ink)    Date

[Authorizing Officer must be one of the following:

President/Chairperson,  Vice President,  Treasurer,  Owner,  Partner,  General Manager]

[E-mail address (optional)\_\_\_\_\_]

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

## **Rate Information**

Rate data does NOT apply to filing.

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:** Approved 07-06-2007

**Comments:**

Please see attached document.

**Attachment:**

AR PC Universal Transmittal.pdf

**Satisfied -Name:** Response Letter

**Review Status:** Approved 07-06-2007

**Comments:**

Please see below.

**Attachment:**

AR Response Letter.070207.pdf

## Property & Casualty Transmittal Document (Revised 1/1/06)

**1. Reserved for Insurance Dept. Use Only**

<b>2. Insurance Department Use only</b>	
a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e. Effective date of filing:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

<b>3. Group Name</b>	<b>Group NAIC #</b>

4. Company Name(s)	Domicile	NAIC #	FEIN #

<b>5. Company Tracking Number</b>	
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7. Signature of authorized filer	
8. Please print name of authorized filer	

**Filing information** (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other: _____
14. Effective Date(s) Requested	New: _____      Renewal: _____

## Property & Casualty Transmittal Document---

<b>15.</b>	<b>Reference Filing?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>16.</b>	<b>Reference Organization</b> (if applicable)	
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	
<b>18.</b>	<b>Company's Date of Filing</b>	
<b>19.</b>	<b>Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved
<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	

<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p><b>Check #:</b></p> <p><b>Amount:</b></p>  <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p>	
<p><b>***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)</b></p>	

### FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>				
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>				
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01			[ ] New [ ] Replacement [ ] Withdrawn		
02			[ ] New [ ] Replacement [ ] Withdrawn		
03			[ ] New [ ] Replacement [ ] Withdrawn		
04			[ ] New [ ] Replacement [ ] Withdrawn		
05			[ ] New [ ] Replacement [ ] Withdrawn		
06			[ ] New [ ] Replacement [ ] Withdrawn		
07			[ ] New [ ] Replacement [ ] Withdrawn		
08			[ ] New [ ] Replacement [ ] Withdrawn		
09			[ ] New [ ] Replacement [ ] Withdrawn		
10			[ ] New [ ] Replacement [ ] Withdrawn		





<b>Overall Rate Information (Complete for Multiple Company Filings only)</b>			
		<b>COMPANY USE</b>	<b>STATE USE</b>
5a.	<b>Overall percentage rate impact for this filing</b>		
5b.	<b>Effect of Rate Filing – Written premium change for this program</b>		
5c.	<b>Effect of Rate Filing – Number of policyholders affected</b>		
6.	<b>Overall percentage of last rate revision</b>		
7.	<b>Effective Date of last rate revision</b>		
8.	<b>Filing Method of Last filing (Prior Approval, File &amp; Use, Flex Band, etc.)</b>		
9.	<b>Rule # or Page # Submitted for Review</b>	<b>Replacement or Withdrawn?</b>	<b>Previous state filing number, if required by state</b>
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
04		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
05		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	



July 2, 2007

Via SERFF

Arkansas Insurance Department  
Attn: Llyweyla Rawlins  
1200 West Third Street  
Little Rock, AR 72201

**AMEX Assurance Company**  
480 Pilgrim Way, Suite 1400  
Green Bay, WI 54304

**RE: RESPONSE TO OBJECTION LETTER DATED 06/22/2007 (AMEE-12569898)  
FILING SUBMITTED FOR APPROVAL  
AMEX Assurance Company  
Group Inland Marine Filing-“Premium Baggage Protection”  
NAIC #: 27928  
Company FEIN: 36-2760101  
Company File Number: AX0923-AR-0001F**

**FORMS:**

**PBP-DOC-AR 03/07 Description of Coverage replaces form PBP-DOC 03/07**

Dear Ms. Rawlins:

We are in receipt of your objection letter dated June 22, 2007 and wish to respond at this time.

***Your Objection:***

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating “within the time allowed by law”.

***Our Response:***

At your direction we have revised the Legal Actions section to read five (5) years. With this change we have created a new Description of Coverage form, form number PBP-DOC-AR 03/07 which replaces form number PCP-DOC 03/07. We believe with this change we are in compliance with the Arkansas Statute of Limitations of the Arkansas General Code. The revised provision will read as follows:

**Legal Actions**

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after five (5) years from the time written Proof of Loss is required to be given.

If a time limit of this Plan is less than allowed by the laws of the state of Your Permanent Residence, the limit is extended to meet the minimum time allowed by such law.

If you have additional questions please contact me by phone at 920.431.4048, by fax at 920.431.4040 or via e-mail at [Kathy.M.Nelson@aexp.com](mailto:Kathy.M.Nelson@aexp.com).

Sincerely,

*Kathy Nelson*

Kathy Nelson  
Senior Compliance Analyst  
AMEX Assurance Company

## Superseded Attachments

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.

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Form	Premium Baggage Protection Description of Coverage	06-14-2007	PBP DOC.final.060707 .pdf
No original date	Form	Premium Baggage Protection Description of Coverage	06-14-2007	PBP DOC.final.060707 .pdf

**PREMIUM BAGGAGE PROTECTION PLAN  
DESCRIPTION OF COVERAGE**

Underwritten by AMEX Assurance Company  
Administrative Office, 480 Pilgrim Way, Green Bay,  
Wisconsin

**DEFINITIONS**

Certain words used in this Description of Coverage are capitalized throughout and have special meaning. Wherever used herein, the singular shall include the plural, the plural shall include the singular, as the context requires.

**Account** means the American Express Card Account of a Basic Cardmember, or an Additional Cardmember, if the Additional Cardmember is enrolled separately in this Plan.

**Alighting** means when a Covered Person is in the direct and immediate act of moving down, out, or off of the Scheduled Airline plane while on a Covered Trip. Once the Covered Person's body has completely exited the Common Carrier Conveyance, he or she is no longer Alighting.

**Baggage** means each Covered Person's personal property, including travel bags and suitcases and their contents and Business Effects, which the Covered Person takes on a Covered Trip, whether to be carried on or checked with the Scheduled Airline.

**Boarding** means when a Covered Person is in the direct and immediate act of getting on and entering into the Scheduled Airline plane while on a Covered Trip.

**Business Effects** means property owned by the Covered Person or used in conjunction with the Covered Person's employment for which the safekeeping is the Covered Person's responsibility.

**Card** means an eligible American Express Card issued by American Express Travel Related Services, Inc., billed in the 50 United States of America[, or] the District of Columbia[, Puerto Rico or U.S. Virgin Islands] and issued to a Basic or Additional Cardmember.

**Cardmember** means an American Express Basic or Additional Cardmember to whom a Card has been issued and for whom an Account has been established and who maintains a Permanent Residence in the 50 United States of America[, or] the District of Columbia[, Puerto Rico or the U.S. Virgin Islands].

**Common Carrier Conveyance** means any land, water or air vehicle operated by a licensed common carrier and offered to the public to carry passengers for hire on a

regularly scheduled basis. (A rental or personal vehicle is not a Common Carrier Conveyance.)

**Company** means AMEX Assurance Company and its duly authorized agents.

**Covered Person** means a Basic Cardmember enrolled in the Plan, their spouse or Domestic Partner and Dependent Children and their Additional Cardmember, spouse or Domestic Partner, and Dependent Children.

If an Additional Cardmember enrolls in this Plan separately, only the Additional Cardmember, their spouse or Domestic Partner, and Dependent Children are Covered Persons.

**Covered Trip** means a trip by a Covered Person on a Scheduled Airline between the point of departure and the final Scheduled Airline destination, as shown on the Covered Person's ticket, when the Scheduled Airline ticket has been charged to the Cardmember's Account prior to the Loss.

**Dependent Children** means:

1. Your natural or adopted children, stepchildren, children placed with You for adoption, who are unmarried, who are under age 23; or
2. children who are disabled prior to the attainment age of 23 and who are dependent upon You for daily living assistance and supervision. Coverage will be extended for as long as such a child is unmarried and disabled.

**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 the following qualifications:
  - a. have resided with each other continuously for at least the past 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.

**Loss** means damaged, stolen or lost Baggage.

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

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

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

**Policy** means the Group Insurance Master Policy (AX0923 issued to American Express Travel Related Services Company, Inc.).

**Replacement Cost** means the lesser of the cost to repair or replace Baggage with material or property of like kind and quality as a result of a Loss.

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

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

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

**You, Your** means the Cardmember.

**DESCRIPTION OF BENEFITS**

We will pay a benefit to a Covered Person for a Loss up to the applicable limits and under the circumstances described below.

<b>Benefit</b>	<b>Limit</b>
Carry-on Baggage Benefit	up to \$2,000
Checked Baggage Benefit	up to \$2,000
Delayed Checked Baggage Benefit	up to \$500
Hotel/Motel Baggage Benefit	up to \$2,000
Common Carrier Conveyance Benefit	up to \$2,000

For New York State residents, there is a \$10,000 aggregate maximum limit for all Covered Persons per Covered Trip.

**Carry-on Baggage Benefit**

We will pay a benefit for the Replacement Cost, up to \$2,000, for each Covered Person on a Covered Trip for Loss of carry-on Baggage. A Covered Person is eligible for this benefit if the Loss occurs while the Covered Person is upon airport premises designated for passenger use, but only when the Covered Person is upon such premises immediately before Boarding or immediately after Alighting from a Scheduled Airline plane or while riding solely as a passenger in or Boarding or Alighting from a Scheduled Airline plane while on a Covered Trip.

**Checked Baggage Benefit**

We will pay a benefit for the Replacement Cost, up to \$2,000, for each Covered Person on a Covered Trip for Loss of checked Baggage. (Bicycles are covered when checked as Baggage with a Scheduled Airline.)

**Delayed Checked Baggage Benefit**

We will pay a benefit up to \$500 for each Covered Person on a Covered Trip for the cost of replacing or renting necessary Baggage contents and Business Effects contained in checked Baggage which, due to the fault of the Scheduled Airline, have been delayed and not delivered within three (3) hours of the Covered Person's arrival at a destination. In order to be eligible for this benefit, rentals and purchases must be made prior to the Covered Person's receipt of the delayed checked Baggage.

**Hotel/Motel Baggage Benefit**

We will pay a benefit for the Replacement Cost, up to \$2,000, for each Covered Person on a Covered Trip for Loss of Baggage when the Covered Person is staying in any accommodation as a paying registered guest during a Covered Trip, if the Loss occurs on the premises of the accommodation.

**Common Carrier Conveyance Benefit**

We will pay a benefit for the Replacement Cost, up to \$2,000, for each Covered Person on a Covered Trip, when a Scheduled Airline ticket is purchased in advance of a Covered Trip, for Loss to Baggage while the Covered Person is riding solely as a passenger on a Common Carrier Conveyance when going directly to an airport for the purpose of Boarding a Scheduled Airline plane or when leaving from an airport directly after Alighting from a Scheduled Airline plane.

Coverage for all benefits under this Description of Benefits section is secondary to any other coverage, which is primary and provided by a Scheduled Airline, the Transportation Security Administration, a Common

Carrier Conveyance, an employer in the event Business Effects are the property of the employer, or an accommodation's innkeeper's liability insurance. Where other coverage is available to the Covered Person, Our benefit will be in excess of the amount payable under the other coverage. The combined payment from this Plan's coverage and other available coverage shall not exceed Our Replacement Cost. With respect to a claim under the Checked Baggage Benefit, if such a claim is completely denied under the primary coverage, such claim shall be eligible for payment under this Plan only if the sole reason for complete denial is the specific exclusion of a particular item of property in the primary coverage contract.

### **ELIGIBILITY AND ENROLLMENT**

When the Basic Cardmember enrolls, all other Accounts of the Basic Cardmember as well as any Additional Cardmembers will be enrolled in the Premium Baggage Protection Plan at the same coverage level and premium as indicated on the Basic Cardmember's Enrollment Request. The only Cards that will not be enrolled are Corporate Cards, Additional Cards enrolled independently, Additional Cards issued to You on someone else's account, and any Card issued by a third-party bank partner of American Express.

When an Additional Cardmember is enrolled separately, coverage does not extend to any other Card.

Either the Basic Cardmember or Additional Cardmember must request enrollment. The effective date of enrollment is when the Company receives, accepts, and validates the Enrollment Request.

If the fare for a Scheduled Airline ticket is charged to Your Card prior to Your enrollment, coverage will exist only if the date of departure for the Covered Trip is after the effective date of enrollment, and a premium has been billed to Your Account.

#### **Coverage Activation**

Coverage is activated when the Cardmember uses an enrolled Card to purchase a Scheduled Airline ticket.

In the event Scheduled Airline fares for more than one Covered Person for any Covered Trip are charged collectively (one charge form for all fares), all Covered Persons will be insured. However, the benefits payable under the Policy with respect to any one Covered Person will be reduced proportionately based on the number of Covered Persons whose fare is included in the collective charge.

### **PREMIUMS**

A \$9.95 premium charge will be billed to Your Account each time a Scheduled Airline fare is charged to that Account until You terminate Your enrollment.

#### **Refund of Premium**

There may be occasions when premium charges are billed to the Cardmember's Account for cancelled trips, uninsured persons, itinerary changes, ticket upgrading, non-Scheduled Airline flights, baggage or other such non-covered airline services. If any such charges are billed to the Cardmember, the Cardmember must contact American Express for a refund.

#### **Premium Changes**

We have the right to change the premium rates. We will provide written notice to You at least thirty (30) days before the date of change. Premium changes may occur if You change Your Permanent Residence state.

### **EXCLUSIONS**

Benefits will not be payable if the Loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by the following:

1. war or act of war, whether declared or undeclared;
2. any act by customs or other governmental authority whether involving Your consent or by confiscation or requisition (except the Transportation Security Administration);
3. defective workmanship, normal wear and tear and gradual deterioration; or
4. any illegal act by or on behalf of the Covered Person.

#### **Items Not Covered**

This Plan does not insure:

1. cash or its equivalent, notes, accounts, bills, currency, deeds, food stamps or evidences of debt or intangible property;
2. credit cards and other travel documents (including, but not limited to, passports and visas);
3. securities;
4. tickets and documents;
5. contact lenses;
6. artificial teeth and limbs;
7. plants and animals;
8. automobiles and equipment;
9. motorcycles and motors;
10. aircraft, boats, or other conveyances; or
11. property shipped as freight or shipped prior to the Covered Trip departure date.

### **CLAIM PROVISIONS**

To claim a benefit which You believe is payable under this Plan, You must provide both Notice of Claim and Proof of Loss.

### **Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the Loss or as soon as reasonably possible. You may contact Us by calling [1.800.645.9700] within the United States or if from overseas, by calling collect [1.303.273.6498]. You may also write to Us at [Premium Baggage Protection, P.O. Box 683, Golden, CO 80402-0683].

Failure to provide Notice of Claim within thirty (30) days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if it can be shown that it was provided as soon as reasonably possible. 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 with documents, which You must complete and return to Us. You are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process Your claim and determine if benefits are payable.

To insure prompt processing of Your claim, send Your Notice of Claim to Us as indicated in the instructions below.

### **Carry-on Baggage Benefit Claim**

To file a Carry-on Baggage Benefit claim the Covered Person must:

1. promptly file a written report with a local law enforcement agency or the Scheduled Airline, and obtain a copy of the report;
2. call the Plan Administrator at [1.800.645.9700] or write to [Premium Baggage Protection Plan, P.O. Box 683, Golden CO 80402-0683], to obtain a claim form and instructions; and
3. complete and sign the claim form and return it with the requested documentation. The claim form must be filed as soon as possible following the Loss.

### **Checked Baggage Benefit Claim**

To file a Checked Baggage Benefit claim the Covered Person must:

1. promptly file a written report with the Scheduled Airline, prior to leaving the terminal premises, and obtain a copy of the report; and
2. proceed as instructed in Carry-on Baggage Benefit Claim section (items 2 and 3) above.

### **Delayed Checked Baggage Benefit Claim**

To file a Delayed Checked Baggage Benefit claim the Covered Person must:

1. promptly file a Delayed Checked Baggage report with the Scheduled Airline or Transportation Security Administration prior to leaving the terminal premises and obtain a copy of the report;

2. allow three (3) hours after the time of arrival for delivery of the Delay Checked Baggage;
3. retain receipts for rental or replacement purchases; and
4. proceed as instructed in Carry-on Baggage Benefit Claim section (items 2 and 3) above.

Any benefit payment made under this Plan for a Delayed Checked Baggage Benefit claim will not be deducted from the eligible benefit amount under this Plan for Checked Baggage, if the Delayed Checked Baggage is not recovered and the Covered Person subsequently presents a claim under the Checked Baggage Benefit.

### **Claim Forms**

Upon Our receipt of Notice of Claim, We will send the Covered Person claim forms to file Proof of Loss. If We do not send the forms within fifteen (15) days after We receive Notice of Claim, then the Covered Person 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.

### **Proof of Loss**

Proof of Loss requires You to send Us all the information We request, at Your expense, in order that Your claim may be evaluated and that We may make a determination as to whether the claim may be paid. You must provide Us with satisfactory Proof of Loss within sixty (60) days after We have provided You with instructions and claim forms in response to Your Notice of Claim or Your claim may be denied. Your Proof of Loss documentation may be mailed to Us at the same address provided above for mailing Your Notice of Claim. We reserve the right to request all the information We deem necessary to determine that Your claim is payable, and We will not consider that We have received complete Proof of Loss until the information We have requested is received.

If all required documentation is not received within sixty (60) days of the date of Loss (except documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is Your responsibility to provide all required documentation We request.

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

### **Payment of Claim**

A claim for benefits provided by this Plan will be paid upon Our receipt and review of Your 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.

Claims will be paid on the basis of the Replacement Cost of the covered property. If You are eligible to recover your Loss from other insurance sources, We will make a payment to You only to the extent Your Loss exceeds the amount paid from other insurance. The Company may, at its option, elect to repair or replace the covered property. If the Company elects to replace the property it will be of like kind and quality.

If any request for benefits made under the Plan is determined to be fraudulent, or if any fraudulent means or devices are used by You or by anyone acting on Your behalf to obtain benefits, all benefits will be forfeited.

### **TERMINATION OR CANCELLATION**

Except as specified below, as long as You remain a Cardmember this coverage will automatically be renewed until You notify the Company and terminate Your coverage. Enrollment will terminate or cancel on the earliest of the following:

1. the date You no longer maintain a Permanent Residence in the 50 United States of America[, or] the District of Columbia[, Puerto Rico, or U.S. Virgin Islands];
2. the date You request termination of enrollment;
3. the date We determine that You or someone on Your behalf intentionally misrepresented or fraud occurred;
4. the date the Policy or any benefit under the Policy is cancelled;
5. the date You terminate Your Account and are no longer a Cardmember or Your Account is cancelled by American Express; or
6. the date You move Your Permanent Residence to a state where the Plan is not available.

Termination or cancellation of coverage will not prejudice any claim originating prior to termination or cancellation, subject to all other terms of this Policy.

The Company has the right to cancel the Policy at any time by sending a written notice at least sixty (60) days in advance to You at Your last known address. The notice will include the reason for cancellation.

### **GENERAL PROVISIONS**

#### **Change in Permanent Residence**

You must notify Us within thirty (30) days of a change in Your Permanent Residence. If the change is to a different state, Your Plan provisions and rates may be adjusted to conform to the requirements of that state. Notification of

any such Plan adjustment will be included in a new Description of Coverage issued to You.

#### **Clerical Error**

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

#### **Conformity with State and Federal Law**

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

#### **Entire Contract; Representation; Change**

This Description of Coverage, the Policy and any endorsements or riders and the Enrollment Request form make up the entire contract. Any statement You make is a representation and not a warranty. This Description of Coverage may be changed at any time by written agreement between the Master Policyholder and the Company. Only the President, Vice-President or Secretary of AMEX Assurance Company may change or waive the provisions of the Description of Coverage. No agent or other person may change the Description of Coverage or waive any of its terms. This Description of Coverage 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.

#### **Excess Coverage**

If any Loss under this Plan is insured under any other valid and collectible policy, then this Plan shall cover such Loss, subject to its exclusions, conditions, provisions and other terms herein, only to the extent that the amount of such Loss is in excess of the amount of such other insurance which is payable or paid.

#### **Legal Actions**

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after three (3) years from the time written Proof of Loss is required to be given.

If a time limit of this Plan is less than allowed by the laws of the state of Your Permanent Residence, the limit is extended to meet the minimum time allowed by such law.

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

Coverage provided under this Plan shall be void if the Covered Person has concealed, omitted or misrepresented any material fact or circumstance concerning the enrollment of this insurance, the subject of this insurance, or the interest of the Covered Person therein, or in case of any fraud or false swearing by the Covered Person relating thereto.

If any request for benefits made under the Plan is determined to be fraudulent, or if any fraudulent means or devices are used by You or by anyone acting on Your behalf to obtain benefits, all benefits will be forfeited.

**Right of Recovery**

If We make a payment to You under this Plan and You recover an amount from another, You shall hold in trust for Us the proceeds of the recovery and reimburse Us to the extent of Our payment. If Our payments exceed the maximum amount payable under the benefits of this Plan, We have the right to recover from You any amount exceeding the maximum amount payable.

**Subrogation**

In the event of any payment under this Plan, We shall be subrogated to the extent of such payment to all Your rights of recovery. You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or otherwise pursue subrogation rights in Your name. You

shall do nothing after Your Loss to prejudice such subrogation rights.

**Time Limit on Certain Defenses**

After two (2) years from the date of enrollment, no misstatements, except fraudulent misstatements during enrollment or claims presentation, may be used to void the coverage or deny any claim for loss incurred after the two (2) year period.

**IMPORTANT ADDITIONAL INFORMATION FOR YOU**

This Description of Coverage replaces any prior Description of Coverage under the Policy that may have been furnished to You.

**This Description of Coverage is an important document. Please read it and keep it in a safe place.**

**IN WITNESS WHEREOF**, We have caused this Description of Coverage to be signed by Our officers:



Kenneth J. Ciak  
President  
AMEX Assurance Company



Thomas R. Moore  
Secretary  
AMEX Assurance Company

**PREMIUM BAGGAGE PROTECTION PLAN  
DESCRIPTION OF COVERAGE**

Underwritten by AMEX Assurance Company  
Administrative Office, 480 Pilgrim Way, Green Bay,  
Wisconsin

**DEFINITIONS**

Certain words used in this Description of Coverage are capitalized throughout and have special meaning. Wherever used herein, the singular shall include the plural, the plural shall include the singular, as the context requires.

**Account** means the American Express Card Account of a Basic Cardmember, or an Additional Cardmember, if the Additional Cardmember is enrolled separately in this Plan.

**Alighting** means when a Covered Person is in the direct and immediate act of moving down, out, or off of the Scheduled Airline plane while on a Covered Trip. Once the Covered Person's body has completely exited the Common Carrier Conveyance, he or she is no longer Alighting.

**Baggage** means each Covered Person's personal property, including travel bags and suitcases and their contents and Business Effects, which the Covered Person takes on a Covered Trip, whether to be carried on or checked with the Scheduled Airline.

**Boarding** means when a Covered Person is in the direct and immediate act of getting on and entering into the Scheduled Airline plane while on a Covered Trip.

**Business Effects** means property owned by the Covered Person or used in conjunction with the Covered Person's employment for which the safekeeping is the Covered Person's responsibility.

**Card** means an eligible American Express Card issued by American Express Travel Related Services, Inc., billed in the 50 United States of America[, or] the District of Columbia[, Puerto Rico or U.S. Virgin Islands] and issued to a Basic or Additional Cardmember.

**Cardmember** means an American Express Basic or Additional Cardmember to whom a Card has been issued and for whom an Account has been established and who maintains a Permanent Residence in the 50 United States of America[, or] the District of Columbia[, Puerto Rico or the U.S. Virgin Islands].

**Common Carrier Conveyance** means any land, water or air vehicle operated by a licensed common carrier and offered to the public to carry passengers for hire on a

regularly scheduled basis. (A rental or personal vehicle is not a Common Carrier Conveyance.)

**Company** means AMEX Assurance Company and its duly authorized agents.

**Covered Person** means a Basic Cardmember enrolled in the Plan, their spouse or Domestic Partner and Dependent Children and their Additional Cardmember, spouse or Domestic Partner, and Dependent Children.

If an Additional Cardmember enrolls in this Plan separately, only the Additional Cardmember, their spouse or Domestic Partner, and Dependent Children are Covered Persons.

**Covered Trip** means a trip by a Covered Person on a Scheduled Airline between the point of departure and the final Scheduled Airline destination, as shown on the Covered Person's ticket, when the Scheduled Airline ticket has been charged to the Cardmember's Account prior to the Loss.

**Dependent Children** means:

1. Your natural or adopted children, stepchildren, children placed with You for adoption, who are unmarried, who are under age 23; or
2. children who are disabled prior to the attainment age of 23 and who are dependent upon You for daily living assistance and supervision. Coverage will be extended for as long as such a child is unmarried and disabled.

**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 the following qualifications:
  - a. have resided with each other continuously for at least the past 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.

**Loss** means damaged, stolen or lost Baggage.

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

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

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

**Policy** means the Group Insurance Master Policy (AX0923 issued to American Express Travel Related Services Company, Inc.).

**Replacement Cost** means the lesser of the cost to repair or replace Baggage with material or property of like kind and quality as a result of a Loss.

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

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

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

**You, Your** means the Cardmember.

**DESCRIPTION OF BENEFITS**

We will pay a benefit to a Covered Person for a Loss up to the applicable limits and under the circumstances described below.

<b>Benefit</b>	<b>Limit</b>
Carry-on Baggage Benefit	up to \$2,000
Checked Baggage Benefit	up to \$2,000
Delayed Checked Baggage Benefit	up to \$500
Hotel/Motel Baggage Benefit	up to \$2,000
Common Carrier Conveyance Benefit	up to \$2,000

For New York State residents, there is a \$10,000 aggregate maximum limit for all Covered Persons per Covered Trip.

**Carry-on Baggage Benefit**

We will pay a benefit for the Replacement Cost, up to \$2,000, for each Covered Person on a Covered Trip for Loss of carry-on Baggage. A Covered Person is eligible for this benefit if the Loss occurs while the Covered Person is upon airport premises designated for passenger use, but only when the Covered Person is upon such premises immediately before Boarding or immediately after Alighting from a Scheduled Airline plane or while riding solely as a passenger in or Boarding or Alighting from a Scheduled Airline plane while on a Covered Trip.

**Checked Baggage Benefit**

We will pay a benefit for the Replacement Cost, up to \$2,000, for each Covered Person on a Covered Trip for Loss of checked Baggage. (Bicycles are covered when checked as Baggage with a Scheduled Airline.)

**Delayed Checked Baggage Benefit**

We will pay a benefit up to \$500 for each Covered Person on a Covered Trip for the cost of replacing or renting necessary Baggage contents and Business Effects contained in checked Baggage which, due to the fault of the Scheduled Airline, have been delayed and not delivered within three (3) hours of the Covered Person's arrival at a destination. In order to be eligible for this benefit, rentals and purchases must be made prior to the Covered Person's receipt of the delayed checked Baggage.

**Hotel/Motel Baggage Benefit**

We will pay a benefit for the Replacement Cost, up to \$2,000, for each Covered Person on a Covered Trip for Loss of Baggage when the Covered Person is staying in any accommodation as a paying registered guest during a Covered Trip, if the Loss occurs on the premises of the accommodation.

**Common Carrier Conveyance Benefit**

We will pay a benefit for the Replacement Cost, up to \$2,000, for each Covered Person on a Covered Trip, when a Scheduled Airline ticket is purchased in advance of a Covered Trip, for Loss to Baggage while the Covered Person is riding solely as a passenger on a Common Carrier Conveyance when going directly to an airport for the purpose of Boarding a Scheduled Airline plane or when leaving from an airport directly after Alighting from a Scheduled Airline plane.

Coverage for all benefits under this Description of Benefits section is secondary to any other coverage, which is primary and provided by a Scheduled Airline, the Transportation Security Administration, a Common

Carrier Conveyance, an employer in the event Business Effects are the property of the employer, or an accommodation's innkeeper's liability insurance. Where other coverage is available to the Covered Person, Our benefit will be in excess of the amount payable under the other coverage. The combined payment from this Plan's coverage and other available coverage shall not exceed Our Replacement Cost. With respect to a claim under the Checked Baggage Benefit, if such a claim is completely denied under the primary coverage, such claim shall be eligible for payment under this Plan only if the sole reason for complete denial is the specific exclusion of a particular item of property in the primary coverage contract.

### **ELIGIBILITY AND ENROLLMENT**

When the Basic Cardmember enrolls, all other Accounts of the Basic Cardmember as well as any Additional Cardmembers will be enrolled in the Premium Baggage Protection Plan at the same coverage level and premium as indicated on the Basic Cardmember's Enrollment Request. The only Cards that will not be enrolled are Corporate Cards, Additional Cards enrolled independently, Additional Cards issued to You on someone else's account, and any Card issued by a third-party bank partner of American Express.

When an Additional Cardmember is enrolled separately, coverage does not extend to any other Card.

Either the Basic Cardmember or Additional Cardmember must request enrollment. The effective date of enrollment is when the Company receives, accepts, and validates the Enrollment Request.

If the fare for a Scheduled Airline ticket is charged to Your Card prior to Your enrollment, coverage will exist only if the date of departure for the Covered Trip is after the effective date of enrollment, and a premium has been billed to Your Account.

#### **Coverage Activation**

Coverage is activated when the Cardmember uses an enrolled Card to purchase a Scheduled Airline ticket.

In the event Scheduled Airline fares for more than one Covered Person for any Covered Trip are charged collectively (one charge form for all fares), all Covered Persons will be insured. However, the benefits payable under the Policy with respect to any one Covered Person will be reduced proportionately based on the number of Covered Persons whose fare is included in the collective charge.

### **PREMIUMS**

A \$9.95 premium charge will be billed to Your Account each time a Scheduled Airline fare is charged to that Account until You terminate Your enrollment.

#### **Refund of Premium**

There may be occasions when premium charges are billed to the Cardmember's Account for cancelled trips, uninsured persons, itinerary changes, ticket upgrading, non-Scheduled Airline flights, baggage or other such non-covered airline services. If any such charges are billed to the Cardmember, the Cardmember must contact American Express for a refund.

#### **Premium Changes**

We have the right to change the premium rates. We will provide written notice to You at least thirty (30) days before the date of change. Premium changes may occur if You change Your Permanent Residence state.

### **EXCLUSIONS**

Benefits will not be payable if the Loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by the following:

1. war or act of war, whether declared or undeclared;
2. any act by customs or other governmental authority whether involving Your consent or by confiscation or requisition (except the Transportation Security Administration);
3. defective workmanship, normal wear and tear and gradual deterioration; or
4. any illegal act by or on behalf of the Covered Person.

#### **Items Not Covered**

This Plan does not insure:

1. cash or its equivalent, notes, accounts, bills, currency, deeds, food stamps or evidences of debt or intangible property;
2. credit cards and other travel documents (including, but not limited to, passports and visas);
3. securities;
4. tickets and documents;
5. contact lenses;
6. artificial teeth and limbs;
7. plants and animals;
8. automobiles and equipment;
9. motorcycles and motors;
10. aircraft, boats, or other conveyances; or
11. property shipped as freight or shipped prior to the Covered Trip departure date.

### **CLAIM PROVISIONS**

To claim a benefit which You believe is payable under this Plan, You must provide both Notice of Claim and Proof of Loss.

### **Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the Loss or as soon as reasonably possible. You may contact Us by calling [1.800.645.9700] within the United States or if from overseas, by calling collect [1.303.273.6498]. You may also write to Us at [Premium Baggage Protection, P.O. Box 683, Golden, CO 80402-0683].

Failure to provide Notice of Claim within thirty (30) days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if it can be shown that it was provided as soon as reasonably possible. 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 with documents, which You must complete and return to Us. You are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process Your claim and determine if benefits are payable.

To insure prompt processing of Your claim, send Your Notice of Claim to Us as indicated in the instructions below.

### **Carry-on Baggage Benefit Claim**

To file a Carry-on Baggage Benefit claim the Covered Person must:

1. promptly file a written report with a local law enforcement agency or the Scheduled Airline, and obtain a copy of the report;
2. call the Plan Administrator at [1.800.645.9700] or write to [Premium Baggage Protection Plan, P.O. Box 683, Golden CO 80402-0683], to obtain a claim form and instructions; and
3. complete and sign the claim form and return it with the requested documentation. The claim form must be filed as soon as possible following the Loss.

### **Checked Baggage Benefit Claim**

To file a Checked Baggage Benefit claim the Covered Person must:

1. promptly file a written report with the Scheduled Airline, prior to leaving the terminal premises, and obtain a copy of the report; and
2. proceed as instructed in Carry-on Baggage Benefit Claim section (items 2 and 3) above.

### **Delayed Checked Baggage Benefit Claim**

To file a Delayed Checked Baggage Benefit claim the Covered Person must:

1. promptly file a Delayed Checked Baggage report with the Scheduled Airline or Transportation Security Administration prior to leaving the terminal premises and obtain a copy of the report;

2. allow three (3) hours after the time of arrival for delivery of the Delay Checked Baggage;
3. retain receipts for rental or replacement purchases; and
4. proceed as instructed in Carry-on Baggage Benefit Claim section (items 2 and 3) above.

Any benefit payment made under this Plan for a Delayed Checked Baggage Benefit claim will not be deducted from the eligible benefit amount under this Plan for Checked Baggage, if the Delayed Checked Baggage is not recovered and the Covered Person subsequently presents a claim under the Checked Baggage Benefit.

### **Claim Forms**

Upon Our receipt of Notice of Claim, We will send the Covered Person claim forms to file Proof of Loss. If We do not send the forms within fifteen (15) days after We receive Notice of Claim, then the Covered Person 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.

### **Proof of Loss**

Proof of Loss requires You to send Us all the information We request, at Your expense, in order that Your claim may be evaluated and that We may make a determination as to whether the claim may be paid. You must provide Us with satisfactory Proof of Loss within sixty (60) days after We have provided You with instructions and claim forms in response to Your Notice of Claim or Your claim may be denied. Your Proof of Loss documentation may be mailed to Us at the same address provided above for mailing Your Notice of Claim. We reserve the right to request all the information We deem necessary to determine that Your claim is payable, and We will not consider that We have received complete Proof of Loss until the information We have requested is received.

If all required documentation is not received within sixty (60) days of the date of Loss (except documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is Your responsibility to provide all required documentation We request.

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

### **Payment of Claim**

A claim for benefits provided by this Plan will be paid upon Our receipt and review of Your 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.

Claims will be paid on the basis of the Replacement Cost of the covered property. If You are eligible to recover your Loss from other insurance sources, We will make a payment to You only to the extent Your Loss exceeds the amount paid from other insurance. The Company may, at its option, elect to repair or replace the covered property. If the Company elects to replace the property it will be of like kind and quality.

If any request for benefits made under the Plan is determined to be fraudulent, or if any fraudulent means or devices are used by You or by anyone acting on Your behalf to obtain benefits, all benefits will be forfeited.

### **TERMINATION OR CANCELLATION**

Except as specified below, as long as You remain a Cardmember this coverage will automatically be renewed until You notify the Company and terminate Your coverage. Enrollment will terminate or cancel on the earliest of the following:

1. the date You no longer maintain a Permanent Residence in the 50 United States of America[, or] the District of Columbia[, Puerto Rico, or U.S. Virgin Islands];
2. the date You request termination of enrollment;
3. the date We determine that You or someone on Your behalf intentionally misrepresented or fraud occurred;
4. the date the Policy or any benefit under the Policy is cancelled;
5. the date You terminate Your Account and are no longer a Cardmember or Your Account is cancelled by American Express; or
6. the date You move Your Permanent Residence to a state where the Plan is not available.

Termination or cancellation of coverage will not prejudice any claim originating prior to termination or cancellation, subject to all other terms of this Policy.

The Company has the right to cancel the Policy at any time by sending a written notice at least sixty (60) days in advance to You at Your last known address. The notice will include the reason for cancellation.

### **GENERAL PROVISIONS**

#### **Change in Permanent Residence**

You must notify Us within thirty (30) days of a change in Your Permanent Residence. If the change is to a different state, Your Plan provisions and rates may be adjusted to conform to the requirements of that state. Notification of

any such Plan adjustment will be included in a new Description of Coverage issued to You.

#### **Clerical Error**

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

#### **Conformity with State and Federal Law**

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

#### **Entire Contract; Representation; Change**

This Description of Coverage, the Policy and any endorsements or riders and the Enrollment Request form make up the entire contract. Any statement You make is a representation and not a warranty. This Description of Coverage may be changed at any time by written agreement between the Master Policyholder and the Company. Only the President, Vice-President or Secretary of AMEX Assurance Company may change or waive the provisions of the Description of Coverage. No agent or other person may change the Description of Coverage or waive any of its terms. This Description of Coverage 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.

#### **Excess Coverage**

If any Loss under this Plan is insured under any other valid and collectible policy, then this Plan shall cover such Loss, subject to its exclusions, conditions, provisions and other terms herein, only to the extent that the amount of such Loss is in excess of the amount of such other insurance which is payable or paid.

#### **Legal Actions**

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after three (3) years from the time written Proof of Loss is required to be given.

If a time limit of this Plan is less than allowed by the laws of the state of Your Permanent Residence, the limit is extended to meet the minimum time allowed by such law.

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

Coverage provided under this Plan shall be void if the Covered Person has concealed, omitted or misrepresented any material fact or circumstance concerning the enrollment of this insurance, the subject of this insurance, or the interest of the Covered Person therein, or in case of any fraud or false swearing by the Covered Person relating thereto.

If any request for benefits made under the Plan is determined to be fraudulent, or if any fraudulent means or devices are used by You or by anyone acting on Your behalf to obtain benefits, all benefits will be forfeited.

**Right of Recovery**

If We make a payment to You under this Plan and You recover an amount from another, You shall hold in trust for Us the proceeds of the recovery and reimburse Us to the extent of Our payment. If Our payments exceed the maximum amount payable under the benefits of this Plan, We have the right to recover from You any amount exceeding the maximum amount payable.

**Subrogation**

In the event of any payment under this Plan, We shall be subrogated to the extent of such payment to all Your rights of recovery. You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or otherwise pursue subrogation rights in Your name. You

shall do nothing after Your Loss to prejudice such subrogation rights.

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President  
AMEX Assurance Company



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