

Filing at a Glance

Company: AMEX Assurance Company
Product Name: American Express Card
Baggage Insurance Plan
TOI: 09.0 Inland Marine
Sub-TOI: 09.0006 Other Personal Inland
Marine
Filing Type: Form

SERFF Tr Num: AMEE-125226618 State: Arkansas

SERFF Status: Closed

State Tr Num: AR-PC-07-025436

Co Tr Num: AX0400-AR-0001

State Status:

Co Status:

Reviewer(s): Alexa Grissom, Betty
Montesi, Brittany Yielding

Author: Michelle Correa

Disposition Date: 07-16-2007

Date Submitted: 07-12-2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New): 07-16-2007

Effective Date Requested (Renewal):

Effective Date (Renewal):

General Information

Project Name: BIP
Project Number: AX0400-AR-0001
Reference Organization:
Reference Title:
Filing Status Changed: 07-16-2007
State Status Changed: 07-12-2007
Corresponding Filing Tracking Number:
Filing Description:
July 12, 2007.
Via SERFF

Status of Filing in Domicile: Pending

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-American Express Card Baggage Insurance Plan

NAIC #: 27928

Company FEIN: 36-2760101

Company File Number: AX0400-AR-0001

FORMS:

BIP-DOC 07/07 Description of Coverage

BIP-DOC-PLAT 07/07 Description of Coverage

BIP-CORP 07/07 Description of Coverage

BIP-CORP-PLAT 07/07 Description of Coverage

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 AX0400. This Policy was approved in North Carolina on July 12, 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. The group consists of American Express Cardmembers. Eligible American Express Cards will receive this insurance coverage at no additional charge as a benefit of Card membership.

American Express Card Baggage Insurance Plan provides benefits to the Cardmember for up to \$1,250 for carry-on Baggage, up to \$500 for checked Baggage while traveling on a Covered Trip. Benefits are in excess of the common carrier liability. Benefits for Platinum and Centurion Cardmembers are a combined benefit for carry-on and checked Baggage up to a maximum of \$3,000. The benefit for checked Baggage is capped at \$2,000.

The Descriptions of Coverage are similar and mirror one another. Please note: BIP-DOC 07/07 and BIP-DOC-PLAT 07/07 differ in the benefits section. BIP-DOC-PLAT 07/07 reflects the higher benefit limits for Platinum and Centurion Cardmembers. BIP-CORP 07/07 and BIP-CORP-PLAT 07/07 will be issued to American Express Corporate Cardmembers. These forms differ to define the relationship of the Cardmember and the corporate entity. Bracketed material throughout the forms is variable. Bracketed information may be included or omitted, depending on what will be marketed.

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 920-431-4048, 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:

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AMEX Assurance Company	\$50.00	07-12-2007	14578738

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	07-16-2007	07-16-2007

Disposition

Disposition Date: 07-16-2007

Effective Date (New): 07-16-2007

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Description of Coverage	Approved	Yes
Form	Description of Coverage	Approved	Yes
Form	Description of Coverage	Approved	Yes
Form	Descriiption of Coverage	Approved	Yes

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Description of Coverage	BIP-CORP	07/07	Certificate	New		0.00	BIP CORP DOC.final.07 0507.pdf
Approved	Description of Coverage	BIP-CORP-PLAT	07/07	Certificate	New		0.00	BIP CORP PLAT DOC.final.07 0507.pdf
Approved	Description of Coverage	BIP-DOC	07/07	Certificate	New		0.00	BIP DOC.final.07 0507.pdf
Approved	Descriiption of Coverage	BIP-DOC-PLAT	07/07	Certificate	New		0.00	BIP PLAT DOC.final.07 0507.pdf

**AMERICAN EXPRESS® CARD
BAGGAGE INSURANCE PLAN
DESCRIPTION OF COVERAGE**

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

The Baggage Insurance Plan provides benefits for a Covered Person's damaged, stolen or lost Baggage, whether checked or carry-on, when Common Carrier Conveyance tickets are purchased and charged to Your Account.

DEFINITIONS

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

Account means Your American Express Card Account, Business Travel Account, Airline Billing Account or a Treasurer's Card and the extended payment account, if any, offered in conjunction with any of these, all issued by American Express Travel Related Services Company, Inc. or its participating subsidiaries ("American Express").

Alighting means when a Covered Person is in the direct and immediate act of moving down, out, or off of a Common Carrier Conveyance 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, which the Covered Person takes on a Covered Trip, whether to be carried on or checked with the Common Carrier Conveyance.

Boarding means when a Covered Person is in the direct and immediate act of getting on and entering into a Common Carrier Conveyance while on a Covered Trip.

Bona Fide Business Trip means while on assignment by or at the direction of the Sponsoring Organization for the purpose of furthering the business of the Sponsoring Organization. It shall not include everyday travel to and from work, bona fide leaves of absence, personal side trips, vacations or incidental work done for the Sponsoring Organization during these times.

Cardmember means a person or Sponsoring Organization who has been issued a United States of America based proprietary American Express Card, which is Current and in Good Standing, and who has 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 an air, land or water vehicle (other than a personal or rental vehicle) licensed to carry passengers for hire and available to the public.

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

Covered Person means

- a. the Basic Cardmember, each Additional Cardmember, and each of these Cardmembers' spouses or Domestic Partners and dependent children under 23 years of age; or
- b. officers, partners, proprietors, employees, consultants or employment candidates authorized by a Sponsoring Organization, to have Common Carrier Conveyance fares charged to that Sponsoring Organization's Account for a Bona Fide Business Trip.

All Covered Persons must have a Permanent Residence within the 50 United States of America[,or] the District of Columbia[, Puerto Rico, or the U.S. Virgin Islands]. All other persons are not Covered Persons under the Policy.

Covered Trip means a trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket or verification issued by the Common Carrier Conveyance, provided the Covered Person's Entire Fare for such trip on the Common Carrier Conveyance involved in the Loss has been charged to a Basic or Additional Cardmember's or Sponsoring Organization's eligible American Express Card Account prior to any Loss.

Current and in Good Standing means a Cardmember Account for which the monthly

minimum requirement has been paid prior to the date on which the claim is payable.

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 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.

Entire Fare means the cost of the full fare for a Covered Trip on a Common Carrier Conveyance that is charged to the Basic or Additional Cardmember's or Sponsoring Organization's American Express Card and payable in full in U.S. dollars or combined with American Express Membership Rewards® Points. Entire Fare does not include fares on a Common Carrier Conveyance defrayed in full or in part with Frequent Flyer Miles.

Frequent Flyer Miles means an award of air transportation, regardless of whether the award is referenced as frequent flyer miles, voucher, trip pass, coupon, or other awards, provided to a Covered Person or for which a Covered Person may benefit that may be used to pay, in full or in part, or otherwise defray or reduce the costs of air transportation.

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 to which they intend to return.

Plan means the Policy and the benefits described therein.

Platinum Cardmember means a Cardmember who has a Platinum Charge Card (required to be paid in full monthly), a Corporate Platinum Card, or a Fidelity American Express Platinum Card. Any other

Card which may reference the Platinum name or has Platinum colored plastic will not receive higher coverage limits or benefits.

Policy means the Group Insurance Master Policy (AX0400 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.

Sponsoring Organization means the corporation, partnership, association, proprietorship or any parent, subsidiary or affiliate, which employs the Cardmember and participates in the Corporate Card program offered by American Express.

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.

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 \$1,250, 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 a Common Carrier's terminal premises designated for passenger use, but only when the Covered Person is upon such premises immediately before Boarding or immediately after Alighting from a Common Carrier Conveyance or while riding solely as a passenger in or Boarding or Alighting from a Common Carrier Conveyance while on a Covered Trip.

Checked Baggage Benefit

We will pay a benefit for the Replacement Cost, up to \$500, for each Covered Person on a Covered Trip for Loss of checked Baggage. (Bicycles are covered when checked as Baggage with a Common Carrier Conveyance.)

High-risk Items Benefit

We will pay a maximum benefit of \$250, for each Covered Person on a Covered Trip for Loss of high risk items.

High-risk items include, but are not limited to:

1. jewelry;
2. sporting equipment;
3. photographic or electronic equipment; and
4. computers and audio/visual equipment.

Common Carrier Conveyance Benefit

We will pay a benefit for the Replacement Cost, up to \$1,250, for each Covered Person on a Covered Trip, when a Common Carrier Conveyance 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 a Common Carrier's terminal for the purpose of Boarding a Common Carrier Conveyance or when leaving from a Common Carrier's terminal directly after Alighting from a Common Carrier Conveyance.

Coverage for all benefits under this Description of Benefits section is secondary to any other coverage, which is primary and provided by a Common Carrier Conveyance. 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 the Plan's coverage and other coverage shall not exceed Our Replacement Cost.

Our payment of any eligible benefit amount is further contingent upon Your Account being Current and in Good Standing.

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

EXCLUSIONS

Benefits are not 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 any 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;
4. any illegal act by or on behalf of the Covered Person.

[For residents of Washington, the first paragraph of this section is removed and replaced with the

following: We will not pay for Loss caused by any of the excluded events described below. Loss will be considered to have been caused by an excluded event if the occurrences of that event directly and solely results in Loss, or initiates a sequence of events that result in Loss, regardless of the nature of any intermediate or final event in that sequence.]

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. plants and animals;
6. automobiles and equipment;
7. motorcycles and motors;
8. aircraft, boats or other conveyances; or
9. property shipped as freight or shipped prior to the Covered Trip departure date.

CLAIMS 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. You may contact Us by calling toll-free stateside [1-800-645-9700] or, if from overseas, by calling collect [1-303-273-6498]. You may also write to Us at [Baggage Insurance Plan, PO Box 683, Golden CO 80401.]

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.

[For residents of Missouri, no claim will be denied based upon Your failure to provide notice within such specified time, unless this failure operates to prejudice the right of the Company.]

To insure prompt processing of Your claim, report any damaged, stolen or lost Baggage immediately following the Loss. Retain Your receipts and damaged property until the claim process is complete.

Claims for Loss of checked Baggage can be processed and paid only after the Common Carrier Conveyance responsible for the Loss has settled the claim against it. If the Common Carrier Conveyance completely denies Your claim, there will be no reimbursement for the Loss under this Plan unless the sole reason for denial is the specific exclusion of a particular item under the Common Carrier Conveyance's contract of carriage.

Carry-on Baggage claims will be subject to payment on the basis of the Replacement Cost.

For checked Baggage, You must file a written report of the Loss with the Common Carrier Conveyance before leaving the terminal. For carry-on Baggage, You must file a written report of the Loss with a local law enforcement agency, if You suspect theft of Your Baggage.

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 thirty (30) days [(for residents of North Dakota sixty (60) days) (for residents of Oregon ninety (90) 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.

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

1. a Baggage Insurance Plan Claim Form;
2. the American Express charge receipt for the Covered Trip;
3. for checked Baggage, the written report of the Loss filed with the Common Carrier Conveyance; and
4. for carry-on Baggage, the written report of the Loss filed with the appropriate authority or law

enforcement agency, if You suspect theft of Your Baggage.

No payment will be made on claims not substantiated in the manner required by Us.

If all required documentation is not received within thirty (30) days [(for residents of North Dakota sixty (60) days) (for residents of Oregon ninety (90) days)] of the date of the Loss (except for 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 the damaged property at Your expense for further evaluation of Your claim. If requested, You must send in the damaged property within thirty (30) days [(for residents of North Dakota sixty (60) days) (for residents of Oregon ninety (90) days)] from the date of Our request in order 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.

TERMINATION OR CANCELLATION

Coverage will cease 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 the U.S. Virgin Islands];
2. the date We determine that You or someone on Your behalf intentionally misrepresented or fraud occurred;
3. the date the Policy or any benefit under the Policy is cancelled;

4. the date You terminate Your Account and are no longer a Cardmember or Your Account is cancelled by American Express;
5. the date Your Account ceases to remain Current and in Good Standing; or
6. the date the Plan is not available in the location where You maintain a Permanent Residence.

Termination or Cancellation of coverage will not prejudice any claim originating prior to termination or cancellation subject to all other terms of the 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 of Permanent Residence

If You change Your Permanent Residence to a different state, Your Policy provisions may be adjusted to conform to the requirements of that state.

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; Changes

This Description of Coverage, 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 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.

Fraud

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

We do not provide coverage to a Cardmember 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.

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 [(for residents of Arkansas five (5) years) (for residents of Missouri ten (10) years) (for residents of South Dakota six (6) years)] from the time written Proof of Loss is required to be given.

If a time limit of this Plan is less than allowed by the laws of the state where You live, the limit is extended to meet the minimum time allowed by such law.

Right of Recovery

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

Subrogation

In the event of any payment under this Plan, We shall be subrogated to the extent of such payment to all Your rights of recovery. You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or otherwise pursue subrogation rights in Your name. You shall do nothing to prejudice such subrogation rights.

We shall be entitled to a recovery as stated in these provisions only after You have been fully compensated for damages by another party.

[For residents of Louisiana, the Right of Recovery, Subrogation and Excess Coverage sections are revised to reflect: If the Company makes any payment under this Policy and the Cardmember has the right to recover damages from another, the Company shall be subrogated to that right. However, the Company's right to recover is subordinate to the Cardmember's right to be fully compensated.]

**IMPORTANT ADDITIONAL
INFORMATION FOR YOU**

This Description of Coverage replaces any other Description of Coverage under the Policy that You may have previously received for the Baggage Insurance Plan.

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

**AMERICAN EXPRESS® CARD
BAGGAGE INSURANCE PLAN
DESCRIPTION OF COVERAGE**

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

The Baggage Insurance Plan provides benefits for a Covered Person's damaged, stolen or lost Baggage, whether checked or carry-on, when Common Carrier Conveyance tickets are purchased and charged to Your Account.

DEFINITIONS

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

Account means Your American Express Card Account, Business Travel Account, Airline Billing Account or a Treasurer's Card and the extended payment account, if any, offered in conjunction with any of these, all issued by American Express Travel Related Services Company, Inc. or its participating subsidiaries ("American Express").

Alighting means when a Covered Person is in the direct and immediate act of moving down, out, or off of a Common Carrier Conveyance 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, which the Covered Person takes on a Covered Trip, whether to be carried on or checked with the Common Carrier Conveyance.

Boarding means when a Covered Person is in the direct and immediate act of getting on and entering into a Common Carrier Conveyance while on a Covered Trip.

Bona Fide Business Trip means while on assignment by or at the direction of the Sponsoring Organization for the purpose of furthering the business of the Sponsoring Organization. It shall not include everyday travel to and from work, bona fide leaves of absence, personal side trips, vacations or incidental work done for the Sponsoring Organization during these times.

Cardmember means a person or Sponsoring Organization who has been issued a United States of America based proprietary American Express Card, which is Current and in Good Standing, and who has 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 an air, land or water vehicle (other than a personal or rental vehicle) licensed to carry passengers for hire and available to the public.

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

Covered Person means

- a. the Basic Cardmember, each Additional Cardmember, and each of these Cardmembers' spouses or Domestic Partners and dependent children under 23 years of age; or
- b. officers, partners, proprietors, employees, consultants or employment candidates authorized by a Sponsoring Organization, to have Common Carrier Conveyance fares charged to that Sponsoring Organization's Account for a Bona Fide Business Trip.

All Covered Persons must have a Permanent Residence within the 50 United States of America[,or] the District of Columbia[, Puerto Rico, or the U.S. Virgin Islands]. All other persons are not Covered Persons under the Policy.

Covered Trip means a trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket or verification issued by the Common Carrier Conveyance, provided the Covered Person's Entire Fare for such trip on the Common Carrier Conveyance involved in the Loss has been charged to a Basic or Additional Cardmember's or Sponsoring Organization's eligible American Express Card Account prior to any Loss.

Current and in Good Standing means a Cardmember Account for which the monthly

minimum requirement has been paid prior to the date on which the claim is payable.

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 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.

Entire Fare means the cost of the full fare for a Covered Trip on a Common Carrier Conveyance that is charged to the Basic or Additional Cardmember's or Sponsoring Organization's American Express Card and payable in full in U.S. dollars or combined with American Express Membership Rewards® Points. Entire Fare does not include fares on a Common Carrier Conveyance defrayed in full or in part with Frequent Flyer Miles.

Frequent Flyer Miles means an award of air transportation, regardless of whether the award is referenced as frequent flyer miles, voucher, trip pass, coupon, or other awards, provided to a Covered Person or for which a Covered Person may benefit that may be used to pay, in full or in part, or otherwise defray or reduce the costs of air transportation.

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 to which they intend to return.

Plan means the Policy and the benefits described therein.

Platinum Cardmember means a Cardmember who has a Platinum Charge Card (required to be paid in full monthly), a Corporate Platinum Card, or a Fidelity American Express Platinum Card. Any other

Card which may reference the Platinum name or has Platinum colored plastic will not receive higher coverage limits or benefits.

Policy means the Group Insurance Master Policy (AX0400 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.

Sponsoring Organization means the corporation, partnership, association, proprietorship or any parent, subsidiary or affiliate, which employs the Cardmember and participates in the Corporate Card program offered by American Express.

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.

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

Carry-on and Checked Baggage Benefit

We will pay a benefit for the Replacement Cost of carry-on Baggage up to a maximum of \$3,000 for each Covered Person on a Covered Trip.

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

If a Covered Person's Loss on a Covered Trip includes the Replacement Cost for both carry-on and checked Baggage, the benefit under this Plan is limited to a combined total of \$3,000.

A Covered Person is eligible for this benefit if the Loss occurs while the Covered Person is upon a Common Carrier's terminal premises designated for passenger use, but only when the Covered Person is upon such premises immediately before Boarding or immediately after Alighting from a Common Carrier Conveyance or while riding solely as a passenger in or Boarding or Alighting from a Common Carrier Conveyance while on a Covered Trip.

High-risk Items Benefit

We will pay a maximum benefit of \$250, for each Covered Person on a Covered Trip for Loss of high risk items.

High-risk items include, but are not limited to:

1. jewelry;
2. sporting equipment;
3. photographic or electronic equipment; and
4. computers and audio/visual equipment.

Common Carrier Conveyance Benefit

We will pay a benefit for the Replacement Cost, up to \$3,000, for each Covered Person on a Covered Trip, when a Common Carrier Conveyance 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 a Common Carrier's terminal for the purpose of Boarding a Common Carrier Conveyance or when leaving from a Common Carrier's terminal directly after Alighting from a Common Carrier Conveyance.

Coverage for all benefits under this Description of Benefits section is secondary to any other coverage, which is primary and provided by a Common Carrier Conveyance. 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 the Plan's coverage and other coverage shall not exceed Our Replacement Cost.

Our payment of any eligible benefit amount is further contingent upon Your Account being Current and in Good Standing.

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

EXCLUSIONS

Benefits are not 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 any 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;

4. any illegal act by or on behalf of the Covered Person.

[For residents of Washington, the first paragraph of this section is removed and replaced with the following: We will not pay for Loss caused by any of the excluded events described below. Loss will be considered to have been caused by an excluded event if the occurrences of that event directly and solely results in Loss, or initiates a sequence of events that result in Loss, regardless of the nature of any intermediate or final event in that sequence.]

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. plants and animals;
6. automobiles and equipment;
7. motorcycles and motors;
8. aircraft, boats or other conveyances; or
9. property shipped as freight or shipped prior to the Covered Trip departure date.

CLAIMS 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. You may contact Us by calling toll-free stateside [1-800-645-9700] or, if from overseas, by calling collect [1-303-273-6498]. You may also write to Us at [Baggage Insurance Plan, PO Box 683, Golden CO 80401.]

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.

[For residents of Missouri, no claim will be denied based upon Your failure to provide notice within such specified time, unless this failure operates to prejudice the right of the Company.]

To insure prompt processing of Your claim, report any damaged, stolen or lost Baggage immediately following the Loss. Retain Your receipts and damaged property until the claim process is complete.

Claims for Loss of checked Baggage can be processed and paid only after the Common Carrier Conveyance responsible for the Loss has settled the claim against it. If the Common Carrier Conveyance completely denies Your claim, there will be no reimbursement for the Loss under this Plan unless the sole reason for denial is the specific exclusion of a particular item under the Common Carrier Conveyance's contract of carriage.

Carry-on Baggage claims will be subject to payment on the basis of the Replacement Cost.

For checked Baggage, You must file a written report of the Loss with the Common Carrier Conveyance before leaving the terminal. For carry-on Baggage, You must file a written report of the Loss with a local law enforcement agency, if You suspect theft of Your Baggage.

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 thirty (30) days [(for residents of North Dakota sixty (60) days) (for residents of Oregon ninety (90) 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.

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

1. a Baggage Insurance Plan Claim Form;
2. the American Express charge receipt for the Covered Trip;

3. for checked Baggage, the written report of the Loss filed with the Common Carrier Conveyance; and
4. for carry-on Baggage, the written report of the Loss filed with the appropriate authority or law enforcement agency, if You suspect theft of Your Baggage.

No payment will be made on claims not substantiated in the manner required by Us.

If all required documentation is not received within thirty (30) days [(for residents of North Dakota sixty (60) days) (for residents of Oregon ninety (90) days)] of the date of the Loss (except for 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 the damaged property at Your expense for further evaluation of Your claim. If requested, You must send in the damaged property within thirty (30) days [(for residents of North Dakota sixty (60) days) (for residents of Oregon ninety (90) days)] from the date of Our request in order 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.

TERMINATION OR CANCELLATION

Coverage will cease 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 the U.S. Virgin Islands];

2. the date We determine that You or someone on Your behalf intentionally misrepresented or fraud occurred;
3. the date the Policy or any benefit under the Policy is cancelled;
4. the date You terminate Your Account and are no longer a Cardmember or Your Account is cancelled by American Express;
5. the date Your Account ceases to remain Current and in Good Standing; or
6. the date the Plan is not available in the location where You maintain a Permanent Residence.

Termination or Cancellation of coverage will not prejudice any claim originating prior to termination or cancellation subject to all other terms of the 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 of Permanent Residence

If You change Your Permanent Residence to a different state, Your Policy provisions may be adjusted to conform to the requirements of that state.

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; Changes

This Description of Coverage, 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 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.

Fraud

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

We do not provide coverage to a Cardmember 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.

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 [(for residents of Arkansas five (5) years) (for residents of Missouri ten (10) years) (for residents of South Dakota six (6) years)] from the time written Proof of Loss is required to be given.

If a time limit of this Plan is less than allowed by the laws of the state where You live, the limit is extended to meet the minimum time allowed by such law.

Right of Recovery

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

Subrogation

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

bring suit or otherwise pursue subrogation rights in Your name. You shall do nothing to prejudice such subrogation rights.

We shall be entitled to a recovery as stated in these provisions only after You have been fully compensated for damages by another party.

[For residents of Louisiana, the Right of Recovery, Subrogation and Excess Coverage sections are revised to reflect: If the Company makes any payment under this Policy and the Cardmember has the right to recover damages from another, the Company shall be subrogated to that right. However, the Company's right to recover is subordinate to the Cardmember's right to be fully compensated.]

**IMPORTANT ADDITIONAL
INFORMATION FOR YOU**

This Description of Coverage replaces any other Description of Coverage under the Policy that You may have previously received for the Baggage Insurance Plan.

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

**AMERICAN EXPRESS® CARD
BAGGAGE INSURANCE PLAN
DESCRIPTION OF COVERAGE**

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

The Baggage Insurance Plan provides benefits for a Covered Person's damaged, stolen or lost Baggage, whether checked or carry-on, when Common Carrier Conveyance tickets are purchased and charged to Your Account.

DEFINITIONS

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

Account means Your American Express Card account.

Alighting means when a Covered Person is in the direct and immediate act of moving down, out, or off of a Common Carrier Conveyance 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, which the Covered Person takes on a Covered Trip, whether to be carried on or checked with the Common Carrier Conveyance.

Boarding means when a Covered Person is in the direct and immediate act of getting on and entering into a Common Carrier Conveyance while on a Covered Trip.

Cardmember means a person who has been issued a United States of America based proprietary American Express Card, whether as a Basic or Additional Cardmember, which is Current and in Good Standing, and who has 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 an air, land or water vehicle (other than a personal or rental vehicle) licensed to carry passengers for hire and available to the public.

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

Covered Person means the Basic Cardmember, each Additional Cardmember, and each of these Cardmembers' spouses or Domestic Partners and dependent children under 23 years of age. All Covered Persons must have a Permanent Residence within the 50 United States of America[,or] the District of Columbia[, Puerto Rico, or the U.S. Virgin Islands]. All other persons are not Covered Persons under the Policy.

Covered Trip means a trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket or verification issued by the Common Carrier Conveyance, provided the Covered Person's Entire Fare for such trip on the Common Carrier Conveyance involved in the Loss has been charged to a Basic or Additional Cardmember's eligible American Express Card Account prior to any Loss.

Current and in Good Standing means a Cardmember Account for which the monthly minimum requirement has been paid prior to the date on which the claim is payable.

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 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.

Entire Fare means the cost of the full fare for a Covered Trip on a Common Carrier Conveyance that

is charged to the Basic or Additional Cardmember's American Express Card and payable in full in U.S. dollars or combined with American Express Membership Rewards® Points. Entire Fare does not include fares on a Common Carrier Conveyance defrayed in full or in part with Frequent Flyer Miles.

Frequent Flyer Miles means an award of air transportation, regardless of whether the award is referenced as frequent flyer miles, voucher, trip pass, coupon, or other awards, provided to a Covered Person or for which a Covered Person may benefit that may be used to pay, in full or in part, or otherwise defray or reduce the costs of air transportation.

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 to which they intend to return.

Plan means the Policy and the benefits described therein.

Platinum Cardmember means a Cardmember who has a Platinum Charge Card (required to be paid in full monthly), a Corporate Platinum Card, or a Fidelity American Express Platinum Card. Any other Card which may reference the Platinum name or has Platinum colored plastic will not receive higher coverage limits or benefits.

Policy means the Group Insurance Master Policy (AX0400 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.

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.

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 \$1,250, 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 a Common Carrier's terminal premises designated for passenger use, but only when the Covered Person is upon such premises immediately before Boarding or immediately after Alighting from a Common Carrier Conveyance or while riding solely as a passenger in or Boarding or Alighting from a Common Carrier Conveyance while on a Covered Trip.

Checked Baggage Benefit

We will pay a benefit for the Replacement Cost, up to \$500, for each Covered Person on a Covered Trip for Loss of checked Baggage. (Bicycles are covered when checked as Baggage with a Common Carrier Conveyance.)

High-risk Items Benefit

We will pay a maximum benefit of \$250, for each Covered Person on a Covered Trip for Loss of high risk items.

High-risk items include, but are not limited to:

1. jewelry;
2. sporting equipment;
3. photographic or electronic equipment; and
4. computers and audio/visual equipment.

Common Carrier Conveyance Benefit

We will pay a benefit for the Replacement Cost, up to \$1,250, for each Covered Person on a Covered Trip, when a Common Carrier Conveyance 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 a Common Carrier's terminal for the purpose of Boarding a Common Carrier Conveyance or when leaving from a Common Carrier's terminal directly after Alighting from a Common Carrier Conveyance.

Coverage for all benefits under this Description of Benefits section is secondary to any other coverage, which is primary and provided by a Common Carrier Conveyance. 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 the Plan's coverage and other coverage shall not exceed Our Replacement Cost.

Our payment of any eligible benefit amount is further contingent upon Your Account being Current and in Good Standing.

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

EXCLUSIONS

Benefits are not 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 any 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;
4. any illegal act by or on behalf of the Covered Person.

[For residents of Washington, the first paragraph of this section is removed and replaced with the following: We will not pay for Loss caused by any of the excluded events described below. Loss will be considered to have been caused by an excluded event if the occurrences of that event directly and solely results in Loss, or initiates a sequence of events that result in Loss, regardless of the nature of any intermediate or final event in that sequence.]

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. plants and animals;
6. automobiles and equipment;
7. motorcycles and motors;
8. aircraft, boats or other conveyances; or
9. property shipped as freight or shipped prior to the Covered Trip departure date.

CLAIMS 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. You may contact Us by calling toll-free stateside [1-800-645-9700] or, if from overseas, by calling collect [1-303-273-6498]. You may also write to Us at [Baggage Insurance Plan, PO Box 683, Golden CO 80401.]

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.

[For residents of Missouri, no claim will be denied based upon Your failure to provide notice within such specified time, unless this failure operates to prejudice the right of the Company.]

To insure prompt processing of Your claim, report any damaged, stolen or lost Baggage immediately following the Loss. Retain Your receipts and damaged property until the claim process is complete.

Claims for Loss of checked Baggage can be processed and paid only after the Common Carrier Conveyance responsible for the Loss has settled the claim against it. If the Common Carrier Conveyance completely denies Your claim, there will be no reimbursement for the Loss under this Plan unless the sole reason for denial is the specific exclusion of a particular item under the Common Carrier Conveyance's contract of carriage.

Carry-on Baggage claims will be subject to payment on the basis of the Replacement Cost.

For checked Baggage, You must file a written report of the Loss with the Common Carrier Conveyance before leaving the terminal. For carry-on Baggage, You must file a written report of the Loss with a local law enforcement agency, if You suspect theft of Your Baggage.

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 thirty (30) days [(for residents of North Dakota sixty (60) days) (for residents of Oregon ninety (90) 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.

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

1. a Baggage Insurance Plan Claim Form;
2. the American Express charge receipt for the Covered Trip;
3. for checked Baggage, the written report of the Loss filed with the Common Carrier Conveyance; and
4. for carry-on Baggage, the written report of the Loss filed with the appropriate authority or law enforcement agency, if You suspect theft of Your Baggage.

No payment will be made on claims not substantiated in the manner required by Us.

If all required documentation is not received within thirty (30) days [(for residents of North Dakota sixty (60) days) (for residents of Oregon ninety (90) days)] of the date of the Loss (except for 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 the damaged property at Your expense for further evaluation of Your claim. If requested, You must send in the damaged property within thirty (30) days [(for residents of North Dakota sixty (60) days) (for residents of Oregon ninety (90) days)] from the date of Our request in order 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.

TERMINATION OR CANCELLATION

Coverage will cease 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 the U.S. Virgin Islands];
2. the date We determine that You or someone on Your behalf intentionally misrepresented or fraud occurred;
3. the date the Policy or any benefit under the Policy is cancelled;
4. the date You terminate Your Account and are no longer a Cardmember or Your Account is cancelled by American Express;
5. the date Your Account ceases to remain Current and in Good Standing; or
6. the date the Plan is not available in the location where You maintain a Permanent Residence.

Termination or Cancellation of coverage will not prejudice any claim originating prior to termination or cancellation subject to all other terms of the 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 of Permanent Residence

If You change Your Permanent Residence to a different state, Your Policy provisions may be adjusted to conform to the requirements of that state.

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; Changes

This Description of Coverage, 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 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.

Fraud

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

We do not provide coverage to a Cardmember 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.

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 [(for residents of Arkansas five (5) years) (for residents of Missouri ten (10) years)

(for residents of South Dakota six (6) years)] from the time written Proof of Loss is required to be given.

If a time limit of this Plan is less than allowed by the laws of the state where You live, the limit is extended to meet the minimum time allowed by such law.

Right of Recovery

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

Subrogation

In the event of any payment under this Plan, We shall be subrogated to the extent of such payment to all Your rights of recovery. You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or otherwise pursue subrogation rights in Your name. You shall do nothing to prejudice such subrogation rights.

We shall be entitled to a recovery as stated in these provisions only after You have been fully compensated for damages by another party.

[For residents of Louisiana, the Right of Recovery, Subrogation and Excess Coverage sections are revised to reflect: If the Company makes any payment under this Policy and the Cardmember has the right to recover damages from another, the Company shall be subrogated to that right. However, the Company's right to recover is subordinate to the Cardmember's right to be fully compensated.]

IMPORTANT ADDITIONAL INFORMATION FOR YOU

This Description of Coverage replaces any other Description of Coverage under the Policy that You may have previously received for the Baggage Insurance Plan.

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

**AMERICAN EXPRESS® CARD
BAGGAGE INSURANCE PLAN
DESCRIPTION OF COVERAGE**

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

The Baggage Insurance Plan provides benefits for a Covered Person's damaged, stolen or lost Baggage, whether checked or carry-on, when Common Carrier Conveyance tickets are purchased and charged to Your Account.

DEFINITIONS

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

Account means Your American Express Card account.

Alighting means when a Covered Person is in the direct and immediate act of moving down, out, or off of a Common Carrier Conveyance 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, which the Covered Person takes on a Covered Trip, whether to be carried on or checked with the Common Carrier Conveyance.

Boarding means when a Covered Person is in the direct and immediate act of getting on and entering into a Common Carrier Conveyance while on a Covered Trip.

Cardmember means a person who has been issued a United States of America based proprietary American Express Card, whether as a Basic or Additional Cardmember, which is Current and in Good Standing, and who has 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 an air, land or water vehicle (other than a personal or rental vehicle) licensed to carry passengers for hire and available to the public.

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

Covered Person means the Basic Cardmember, each Additional Cardmember, and each of these Cardmembers' spouses or Domestic Partners and dependent children under 23 years of age. All Covered Persons must have a Permanent Residence within the 50 United States of America[,or] the District of Columbia[, Puerto Rico, or the U.S. Virgin Islands]. All other persons are not Covered Persons under the Policy.

Covered Trip means a trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket or verification issued by the Common Carrier Conveyance, provided the Covered Person's Entire Fare for such trip on the Common Carrier Conveyance involved in the Loss has been charged to a Basic or Additional Cardmember's eligible American Express Card Account prior to any Loss.

Current and in Good Standing means a Cardmember Account for which the monthly minimum requirement has been paid prior to the date on which the claim is payable.

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 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.

Entire Fare means the cost of the full fare for a Covered Trip on a Common Carrier Conveyance that

is charged to the Basic or Additional Cardmember's American Express Card and payable in full in U.S. dollars or combined with American Express Membership Rewards® Points. Entire Fare does not include fares on a Common Carrier Conveyance defrayed in full or in part with Frequent Flyer Miles.

Frequent Flyer Miles means an award of air transportation, regardless of whether the award is referenced as frequent flyer miles, voucher, trip pass, coupon, or other awards, provided to a Covered Person or for which a Covered Person may benefit that may be used to pay, in full or in part, or otherwise defray or reduce the costs of air transportation.

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 to which they intend to return.

Plan means the Policy and the benefits described therein.

Platinum Cardmember means a Cardmember who has a Platinum Charge Card (required to be paid in full monthly), a Corporate Platinum Card, or a Fidelity American Express Platinum Card. Any other Card which may reference the Platinum name or has Platinum colored plastic will not receive higher coverage limits or benefits.

Policy means the Group Insurance Master Policy (AX0400 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.

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.

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

Carry-on and Checked Baggage Benefit

We will pay a benefit for the Replacement Cost of carry-on Baggage up to a maximum of \$3,000 for each Covered Person on a Covered Trip.

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

If a Covered Person's Loss on a Covered Trip includes the Replacement Cost for both carry-on and checked Baggage, the benefit under this Plan is limited to a combined total of \$3,000.

A Covered Person is eligible for this benefit if the Loss occurs while the Covered Person is upon a Common Carrier's terminal premises designated for passenger use, but only when the Covered Person is upon such premises immediately before Boarding or immediately after Alighting from a Common Carrier Conveyance or while riding solely as a passenger in or Boarding or Alighting from a Common Carrier Conveyance while on a Covered Trip.

High-risk Items Benefit

We will pay a maximum benefit of \$250, for each Covered Person on a Covered Trip for Loss of high risk items.

High-risk items include, but are not limited to:

1. jewelry;
2. sporting equipment;
3. photographic or electronic equipment; and
4. computers and audio/visual equipment.

Common Carrier Conveyance Benefit

We will pay a benefit for the Replacement Cost, up to \$3,000, for each Covered Person on a Covered Trip, when a Common Carrier Conveyance 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 a Common Carrier's terminal for the purpose of Boarding a Common Carrier Conveyance or when leaving from a Common Carrier's terminal directly after Alighting from a Common Carrier Conveyance.

Coverage for all benefits under this Description of Benefits section is secondary to any other coverage, which is primary and provided by a Common Carrier Conveyance. 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 the Plan's coverage and other coverage shall not exceed Our Replacement Cost.

Our payment of any eligible benefit amount is further contingent upon Your Account being Current and in Good Standing.

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

EXCLUSIONS

Benefits are not 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 any 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;
4. any illegal act by or on behalf of the Covered Person.

[For residents of Washington, the first paragraph of this section is removed and replaced with the following: We will not pay for Loss caused by any of the excluded events described below. Loss will be considered to have been caused by an excluded event if the occurrences of that event directly and solely results in Loss, or initiates a sequence of events that result in Loss, regardless of the nature of any intermediate or final event in that sequence.]

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. plants and animals;
6. automobiles and equipment;
7. motorcycles and motors;
8. aircraft, boats or other conveyances; or
9. property shipped as freight or shipped prior to the Covered Trip departure date.

CLAIMS 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. You may contact Us by calling toll-free stateside [1-800-645-9700] or, if from overseas, by calling collect [1-303-273-6498]. You may also write to Us at [Baggage Insurance Plan, PO Box 683, Golden CO 80401.]

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.

[For residents of Missouri, no claim will be denied based upon Your failure to provide notice within such specified time, unless this failure operates to prejudice the right of the Company.]

To insure prompt processing of Your claim, report any damaged, stolen or lost Baggage immediately following the Loss. Retain Your receipts and damaged property until the claim process is complete.

Claims for Loss of checked Baggage can be processed and paid only after the Common Carrier Conveyance responsible for the Loss has settled the claim against it. If the Common Carrier Conveyance completely denies Your claim, there will be no reimbursement for the Loss under this Plan unless the sole reason for denial is the specific exclusion of a particular item under the Common Carrier Conveyance's contract of carriage.

Carry-on Baggage claims will be subject to payment on the basis of the Replacement Cost.

For checked Baggage, You must file a written report of the Loss with the Common Carrier Conveyance before leaving the terminal. For carry-on Baggage, You must file a written report of the Loss with a local law enforcement agency, if You suspect theft of Your Baggage.

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 thirty (30) days [(for residents of North Dakota sixty (60) days) (for residents of Oregon ninety (90) 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.

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

1. a Baggage Insurance Plan Claim Form;
2. the American Express charge receipt for the Covered Trip;
3. for checked Baggage, the written report of the Loss filed with the Common Carrier Conveyance; and
4. for carry-on Baggage, the written report of the Loss filed with the appropriate authority or law enforcement agency, if You suspect theft of Your Baggage.

No payment will be made on claims not substantiated in the manner required by Us.

If all required documentation is not received within thirty (30) days [(for residents of North Dakota sixty (60) days) (for residents of Oregon ninety (90) days)] of the date of the Loss (except for 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 the damaged property at Your expense for further evaluation of Your claim. If requested, You must send in the damaged property within thirty (30) days [(for residents of North Dakota sixty (60) days) (for residents of Oregon ninety (90) days)] from the date of Our request in order 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.

TERMINATION OR CANCELLATION

Coverage will cease 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 the U.S. Virgin Islands];
2. the date We determine that You or someone on Your behalf intentionally misrepresented or fraud occurred;
3. the date the Policy or any benefit under the Policy is cancelled;
4. the date You terminate Your Account and are no longer a Cardmember or Your Account is cancelled by American Express;
5. the date Your Account ceases to remain Current and in Good Standing; or
6. the date the Plan is not available in the location where You maintain a Permanent Residence.

Termination or Cancellation of coverage will not prejudice any claim originating prior to termination or cancellation subject to all other terms of the 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 of Permanent Residence**

If You change Your Permanent Residence to a different state, Your Policy provisions may be adjusted to conform to the requirements of that state.

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; Changes

This Description of Coverage, 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 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.

Fraud

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

We do not provide coverage to a Cardmember 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.

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 [(for residents of Arkansas five (5) years) (for residents of Missouri ten (10) years) (for residents of South Dakota six (6) years)] from the time written Proof of Loss is required to be given.

If a time limit of this Plan is less than allowed by the laws of the state where You live, the limit is extended to meet the minimum time allowed by such law.

Right of Recovery

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

Subrogation

In the event of any payment under this Plan, We shall be subrogated to the extent of such payment to all Your rights of recovery. You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or otherwise pursue subrogation rights in Your name. You shall do nothing to prejudice such subrogation rights.

We shall be entitled to a recovery as stated in these provisions only after You have been fully compensated for damages by another party.

[For residents of Louisiana, the Right of Recovery, Subrogation and Excess Coverage sections are revised to reflect: If the Company makes any payment under this Policy and the Cardmember has the right to recover damages from another, the Company shall be subrogated to that right. However, the Company's right to recover is subordinate to the Cardmember's right to be fully compensated.]

IMPORTANT ADDITIONAL INFORMATION FOR YOU

This Description of Coverage replaces any other Description of Coverage under the Policy that You may have previously received for the Baggage Insurance Plan.

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

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document- Property & Casualty	Review Status: Approved	07-16-2007
Comments:	Please see below.		
Attachment:	AR PC Universal Transmittal.pdf		

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

1. Reserved for Insurance Dept. Use Only

2. Insurance Department Use only	
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	

3. Group Name	Group NAIC #

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

5. Company Tracking Number	
-----------------------------------	--

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---

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

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

22.	Filing Fees (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>Check #:</p> <p>Amount:</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	
<p>***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)</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.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
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		

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