

SERFF Tracking Number: AMEE-125456891 State: Arkansas  
Filing Company: AMEX Assurance Company State Tracking Number: EFT \$50  
Company Tracking Number: AX0923-AR-0002F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine  
Product Name: Premium Baggage Protection  
Project Name/Number: PBP/AX0923-AR-0002F

## Filing at a Glance

Company: AMEX Assurance Company  
Product Name: Premium Baggage Protection SERFF Tr Num: AMEE-125456891 State: Arkansas  
TOI: 09.0 Inland Marine SERFF Status: Closed State Tr Num: EFT \$50  
Sub-TOI: 09.0006 Other Personal Inland Marine Co Tr Num: AX0923-AR-0002F State Status: Fees verified and received  
Marine  
Filing Type: Form Co Status: Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding  
Author: Michelle Correa Disposition Date: 03/04/2008  
Date Submitted: 02/12/2008 Disposition Status: Approved  
Effective Date Requested (New): On Approval Effective Date (New): 03/04/2008  
Effective Date Requested (Renewal): Effective Date (Renewal):  
State Filing Description:

## General Information

Project Name: PBP Status of Filing in Domicile:  
Project Number: AX0923-AR-0002F Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 03/04/2008  
State Status Changed: 02/15/2008 Deemer Date:  
Corresponding Filing Tracking Number:  
Filing Description:  
February 12, 2008  
Via SERFF

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, AR 72201





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 Product Name: Premium Baggage Protection  
 Project Name/Number: PBP/AX0923-AR-0002F

## Company and Contact

### Filing Contact Information

Kathy Nelson, Sr. Compliance Analyst kathy.m.nelson@aexp.com  
 480 Pilgrim Way (888) 618-8441 [Phone]  
 Green Bay, WI 54304 (920) 431-4040[FAX]

### Filing Company Information

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

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AMEX Assurance Company	\$50.00	02/12/2008	17936671

<i>SERFF Tracking Number:</i>	<i>AMEE-125456891</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AMEX Assurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AX0923-AR-0002F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0006 Other Personal Inland Marine</i>
<i>Product Name:</i>	<i>Premium Baggage Protection</i>		
<i>Project Name/Number:</i>	<i>PBP/AX0923-AR-0002F</i>		

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Alexa Grissom	03/04/2008	03/04/2008

### Objection Letters and Response Letters

<b>Objection Letters</b>				<b>Response Letters</b>		
<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>	<b>Responded By</b>	<b>Created On</b>	<b>Date Submitted</b>
Pending Industry Response	Alexa Grissom	02/15/2008	02/15/2008	Michelle Correa	02/28/2008	02/28/2008

SERFF Tracking Number: AMEE-125456891

State: Arkansas

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Company Tracking Number: AX0923-AR-0002F

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Product Name: Premium Baggage Protection

Project Name/Number: PBP/AX0923-AR-0002F

## Disposition

Disposition Date: 03/04/2008

Effective Date (New): 03/04/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AMEE-125456891 State: Arkansas  
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Response Letter	Approved	Yes
Form	Premium Baggage Protection Description of Coverage	Approved	Yes
Form	Enrollment Request Form	Approved	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 02/15/2008

Submitted Date 02/15/2008

Respond By Date

Dear Kathy Nelson,

This will acknowledge receipt of the captioned filing. The cancellation provision must comply with Ark. Code Ann. 23-66-206(9)(A).

Please feel free to contact me if you have questions.

Sincerely,

Alexa Grissom

## Response Letter

Response Letter Status Submitted to State

Response Letter Date 02/28/2008

Submitted Date 02/28/2008

Dear Alexa Grissom,

### Comments:

### Response 1

Comments: Please see response to objection dated 2/15/2008

### Changed Items:

### Supporting Document Schedule Item Changes

Satisfied -Name: Response Letter

Comment: Please see below.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

*SERFF Tracking Number:* AMEE-125456891

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*TOI:* 09.0 Inland Marine

*Sub-TOI:* 09.0006 Other Personal Inland Marine

*Product Name:* Premium Baggage Protection

*Project Name/Number:* PBP/AX0923-AR-0002F

Sincerely,  
Michelle Correa

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Premium Baggage Protection Description of Coverage	PBP-DOC	01/08	Certificate New		0.00	PBP DOC.012408 .pdf
Approved	Enrollment Request Form	PBP-EF	01/08	Application/ New Binder/Enrollment		0.00	PBP Enrollment form.012408 .pdf

**PREMIUM BAGGAGE PROTECTION PLAN  
DESCRIPTION OF COVERAGE**

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

**IMPORTANT INFORMATION FOR YOU**

This Description of Coverage replaces any other Description of Coverage that You may have previously received. The benefits described in this document are subject to all the terms, conditions and exclusions of the Policy. **This Description of Coverage is an important document. Please read it and keep it in a safe place.**

**DEFINITIONS**

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

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

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

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

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

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

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

**Cardmember** means an American Express Basic or Additional Cardmember to whom a Card has been issued and for whom an Account has been established and who maintains a Permanent Residence in the 50 United States of

America[, or] the District of Columbia[, Puerto Rico or the U.S. Virgin Islands].

**Common Carrier Conveyance** means any land, water or air vehicle operated by a licensed common carrier and offered to the public to carry passengers for hire on a regular basis. A rental or personal vehicle is not a Common Carrier Conveyance.

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

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

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

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

**Dependent** means:

1. Your lawful spouse or Domestic Partner;
2. Your unmarried children under 26 years of age who rely on You for support and maintenance; or
3. Your unmarried dependent children 26 years or older who because of a handicap condition that occurred before the attainment of the limiting age, are incapable of self-sustaining employment and dependent upon You for care and supervision. Coverage will extend for as long as such a child is incapacitated, unmarried and dependent.

**Domestic Partner** means persons who either:

1. can provide documentation of registration of the Domestic Partner relationship pursuant to a state, county or municipal provision, or
2. can meet all of the following qualifications:
  - a. have resided with each other continuously for at least the past 12 months in a sole-partner relationship that is intended to be permanent;

- b. are not married to any other person;
- c. are at least 18 years old;
- d. are not related to each other by blood closer than would bar marriage per state law; and
- e. are financially interdependent as can be documented by copies of joint home ownership or lease, common bank accounts, credit cards, investments, or insurance.

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

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

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

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

**Policy** means the Group Insurance Master Policy AX0923 issued to the Master Policyholder.

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

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

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

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

**You, Your** means the Cardmember.

**DESCRIPTION OF BENEFITS**

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

<b>Benefit</b>	<b>Limit</b>
Carry-on Baggage Benefit	up to \$2,000
Checked Baggage Benefit	up to \$1,000
Delayed Checked Baggage Benefit	up to \$500
Hotel/Motel Baggage Benefit	up to \$2,000

For New York State residents, there is a \$10,000 aggregate maximum limit for all Covered Persons per Covered Trip, subject to the benefit limits above.

**Carry-on Baggage Benefit**

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

**Checked Baggage Benefit**

We will pay a benefit for the Replacement Cost, up to \$1,000, for each Covered Person on a Covered Trip for Loss of checked Baggage.

**Delayed Checked Baggage Benefit**

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

**Hotel/Motel Baggage Benefit**

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

**Common Carrier Conveyance Benefit**

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

benefit, and if there is also a Loss under the Carry-on Baggage Benefit on the same Covered Trip, the total amount for both benefits combined will not exceed \$2,000.

## **ELIGIBILITY AND ENROLLMENT**

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

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

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

### **Coverage Activation**

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

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

## **PREMIUMS**

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

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

### **Refund of Premium**

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

refund.

### **Premium Changes**

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

## **EXCLUSIONS**

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

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

### **Items Not Covered**

The following are not covered:

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. artificial teeth and limbs, unless packed in Your Baggage;
6. plants and animals;
7. automobiles and automotive equipment;
8. motorcycles;
9. motors;
10. aircraft, boats, or other conveyances; or
11. property shipped as freight or shipped prior to the Covered Trip departure date.

## **CLAIM PROVISIONS**

If You experience a Loss for which You believe a benefit 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 by calling collect [1.303.273.6498]. You may also write to Us at [Premium Baggage Protection, P.O. Box 683, Golden, CO 80402-0683].

Failure to provide Notice of Claim within thirty (30) days will not invalidate a claim or reduce any benefit payment

that may be found to be eligible, if it can be shown that it was provided as soon as reasonably possible. 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 Us.

### **Claim Forms**

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

### **Proof of Loss**

Proof of Loss requires You send Us all information We request, 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 ninety (90) days or as soon as reasonably possible, after the date of the Loss. 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 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 information We have requested is received.

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

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

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

1. promptly file a written report with a local law enforcement agency or the Scheduled Airline, when appropriate, and obtain a copy of the report;
2. call the Plan Administrator at [1.800.645.9700] or call collect [1.303.273.6498] or write to [Premium Baggage Protection Plan, P.O. Box 683, Golden CO 80402-0683], to obtain a claim form and instructions; and
3. complete and sign the claim form and return it with the requested documentation. The claim form should be filed as soon as possible following the Loss.

### **Checked Baggage Benefit Claim**

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

1. promptly file a written report with the Scheduled Airline, prior to leaving the terminal premises, and obtain a copy of the report; and

2. proceed as instructed in Carry-on Baggage Benefit Claim section (items 2 and 3) above.

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

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

1. promptly file a Delayed Checked Baggage report with the Scheduled Airline or Transportation Security Administration prior to leaving the terminal premises and obtain a copy of the report;
2. allow three (3) hours after the time of arrival for delivery of the Delayed Checked Baggage;
3. retain receipts for rental or replacement purchases; and
4. call the Plan Administrator at [1.800.645.9700] or call collect [1.303.273.6498] to obtain further instructions.

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

It is Your responsibility to provide all required documentation We request.

### **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. We will make a payment to You only to the extent of the benefits provided by this Plan. The Company may, at its option, elect to repair or replace the covered property. If the Company elects to replace the property it will be of like kind and quality.

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

### **TERMINATION OR CANCELLATION**

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

1. the date You no longer maintain a Permanent Residence in the 50 United States of America[, or] the

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

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

The Company has the right to cancel the Policy at any time by sending a written notice at least sixty (60) days [(seventy-five (75) days for residents of Kentucky)] in advance to You at Your last known address. The notice will include the reason for cancellation.

## **GENERAL PROVISIONS**

### **Change in Permanent Residence**

If the change is to a different state, Your Plan provisions and rates may be adjusted to conform to the requirements of that state. Notification of any such Plan change will be included in new Plan documents issued to You.

### **Clerical Error**

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

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

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

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

This Description of Coverage, the Policy and any 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.

### **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 denied.

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

### **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.

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

[

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

]

[Joy A. Hanson]  
[President]  
[AMEX Assurance Company]

[

Handwritten signature of John M. Collins in black ink.

]

[John M. Collins]  
[Secretary]  
[AMEX Assurance Company]

**[Company Logo]**

*[American Express Travel Related Services Company, Inc.]  
[PO BOX 299825, Ft. Lauderdale, FL 33329-9825]*

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

Mr. John Doe 100 Main Street Anytown, USA 10000-0001	Account Number: [xxxxxxxxxxxxxxxxxx] (Your account number has been scrambled for your protection.)
--	---

[Yes, please enroll me in the Premium Baggage Protection Plan.]

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

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

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



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

[Authorizing Officer must be one of the following:

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

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

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

*SERFF Tracking Number:* AMEE-125456891      *State:* Arkansas  
*Filing Company:* AMEX Assurance Company      *State Tracking Number:* EFT \$50  
*Company Tracking Number:* AX0923-AR-0002F  
*TOI:* 09.0 Inland Marine      *Sub-TOI:* 09.0006 Other Personal Inland Marine  
*Product Name:* Premium Baggage Protection  
*Project Name/Number:* PBP/AX0923-AR-0002F

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: AMEE-125456891

State: Arkansas

Filing Company: AMEX Assurance Company

State Tracking Number: EFT \$50

Company Tracking Number: AX0923-AR-0002F

TOI: 09.0 Inland Marine

Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: Premium Baggage Protection

Project Name/Number: PBP/AX0923-AR-0002F

## Supporting Document Schedules

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

**Review Status:**

Approved

03/04/2008

**Comments:**

Please see below.

**Attachment:**

P&C Universal Transmittal.pdf

**Satisfied -Name:** Response Letter

**Review Status:**

Approved

03/04/2008

**Comments:**

Please see below.

**Attachment:**

PBP AR Forms response.022808.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
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<b>3. Group Name</b>	<b>Group NAIC #</b>

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

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

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

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

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

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

## Property & Casualty Transmittal Document—

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]

Check #:  
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC TD-1 pg 2 of 2

## FORM FILING SCHEDULE

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

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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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			<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		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

## RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

**(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to form filing number</b> (Company tracking number of form filing, if applicable)	
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Rate Increase     
  Rate Decrease     
  Rate Neutral (0%)

<b>3.</b>	<b>Filing Method (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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<b>4a.</b>	<b>Rate Change by Company (As Proposed)</b>						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

<b>4b.</b>	<b>Rate Change by Company (As Accepted) For State Use Only</b>						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

<b>5. Overall Rate Information (Complete for Multiple Company Filings only)</b>			
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		COMPANY USE	STATE USE
<b>5a</b>	<b>Overall percentage rate indication (when applicable)</b>		
<b>5b</b>	<b>Overall percentage rate impact for this filing</b>		
<b>5c</b>	<b>Effect of Rate Filing – Written premium change for this program</b>		
<b>5d</b>	<b>Effect of Rate Filing – Number of policyholders affected</b>		

<b>6.</b>	<b>Overall percentage of last rate revision</b>	
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<b>7.</b>	<b>Effective Date of last rate revision</b>	
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<b>8.</b>	<b>Filing Method of Last filing (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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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	



February 28, 2008  
Via SERFF

Arkansas Insurance Department  
Attn: Alexa Grissom  
1200 West Third Street  
Little Rock, AR 72201

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

**RE: RESPONSE TO OBJECTION DATED 02/15/08 (AMEE-125456891)  
FILING SUBMITTED FOR APPROVAL  
AMEX Assurance Company  
Group Inland Marine Filing-“Premium Baggage Protection”  
NAIC #: 27928  
Company FEIN: 36-2760101  
Company File Number: AX0923-AR-0002F**

Dear Ms. Grissom:

We are in receipt of your objection letter of February 15, 2008 and wish to respond at this time.

***Objection:***

This will acknowledge receipt of the captioned filing. The cancellation provision must comply with Arkansas Code 23-66-206(9)(A).

***Response:***

We have reviewed Arkansas Code 23-66-206(9)(A) and believe our forms are in compliance. These forms are filed under Group Master Policy AX0923 in our situs state of North Carolina and were approved on January 31, 2008. The Master Policyholder, Travel Related Services Company, Inc. is an issuer of charge and lending cards. The group consists of American Express Cardmembers. In the event of Policy cancellation, with the Master Policyholder, Cardmembers would receive a 60 day advance notification along with the reason for cancellation. The reasons for termination included in the Description of Coverage are the only reasons a Cardmember's enrollment would be terminated.

If you have additional 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](mailto:Kathy.M.Nelson@aexp.com).

Sincerely,

*Kathy Nelson*

Kathy M. Nelson  
Senior Compliance Analyst  
AMEX Assurance Company