

# Car Rental Loss and Damage Insurance Plan Documents

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To file a claim electronically for a qualifying event please visit us at [www.americanexpress.com/onlineclaim](http://www.americanexpress.com/onlineclaim).

# Car Rental Loss and Damage Insurance Benefit Guide

This Benefit Guide describes the Car Rental Loss and Damage Insurance benefits that are in effect for rentals made on and after 01/01/2020. Information in this Benefit Guide replaces any Car Rental Loss and Damage Insurance benefits document You may have received previously for Your Additional Card Benefits.

Capitalized and **bold** words that are not section headings have special meanings and are defined throughout this Benefit Guide.

Getting into Your **Rental Vehicle** can be the start of a great vacation. When You use Your **Eligible Card** to reserve and pay for the **Entire Rental** and decline the collision damage waiver at the **Rental Company** counter, You can be covered for **Damage** to or **Theft** of a **Rental Vehicle** in a **Covered Territory**.

Also when You use Your **Eligible Card** to reserve and pay for the **Entire Rental** and decline the personal accident insurance and personal effects coverage at the **Rental Company** counter, You and **Eligible Car Rental Claimants** can be covered for losses related to **Accidental Death** or **Dismemberment, Accidental Injury**, and **Damage to Car Rental Personal Property** as a direct result of a **Car Rental Accident** or **Theft of Car Rental Personal Property** from a **Rental Vehicle**.

## Key Terms

You or Your means the **Card Member** who carries an **Eligible Card**.

We, Us, or Our means **American Express**.

**American Express** means American Express Travel Related Services Company, Inc., or its participating subsidiaries, affiliates or licensees.

**Card Member** means the authorized user of an **Eligible Card**.

**Claim** means a request of a **Card Member** or **Eligible Beneficiary** that We **Pay** for a **Covered Event**.

**Covered Event** means an unintentional event or occurrence that qualifies for benefit consideration.

**Eligible Beneficiary** means the **Card Member** or other intended beneficiary entitled to make a **Claim**.

**Eligible Card** means those card types designated as eligible for benefits by **American Express**.

**Pay** means a credit issued to the **Eligible Card** of the **Eligible Beneficiary**, or if that is not feasible, a payment by check to the **Eligible Beneficiary**.



# How to Activate Benefits

To activate benefits –

- A. An **Eligible Payment** is made to reserve and pay for the **Entire Rental** of a **Rental Vehicle** to the **Eligible Card**.
- B. The following optional coverages offered by the **Rental Company** at the counter are declined:
  1. full collision damage waiver (CDW);
  2. personal accident insurance;
  3. personal property coverage; and
  4. similar coverage.
- C. **Eligible Renter** signs the **Rental Agreement** as the person renting and taking control and possession of the **Rental Vehicle**.

After all activation requirements are met as stated above, the transaction is considered to be an **Eligible Car Rental Payment**.

## ~~Y @/s /s~~ **Eligible Payment**

The amount of the one original worldwide charge to an **Eligible Card** for the purchase of a service for personal or business use.

## ~~Y @/s /s~~ **Entire Rental**

The full rental cost for a **Rental Vehicle**, less any applicable **Rental Company** discount/coupon applied to the rental rate.

~~Ôæ Á^, æå•Á [ ã •Á^Á^å^^{ ^åÁ, æå•Á~~ **Eligible Payment** ~~Á~~ **Entire Rental**  
Yes, purchases on **Eligible Cards** that are combined with **American Express Loyalty Programs**, such as Membership Rewards® points or Pay with Points, would qualify for benefits.

However, other **Loyalty Programs** (i.e. Non-**American Express**) ÖUÁPUV qualify on purchases redeemed in part or full towards the rental cost. An example would be **Common Carrier Frequent Flyer Miles** point redemption.

## ~~Y @/s /s~~ **Rental Vehicles**

**Rental Vehicles** rented through a **Rental Agreement** which are provided either as part of a travel or similar package/services or at a reduced cost by a **Rental Company** discount/coupon would qualify for benefits.

# Who is Covered?

Benefits are available to **Eligible Renters** and/or **Eligible Car Rental Claimants** but varies by benefit type.

## A. Rental Vehicle Damage and Theft Coverage –

This benefit is available to any **Eligible Renter**. An **Eligible Renter** means a **Card Member** with an **Eligible Card**, and their spouse or **Domestic Partner**, and **Authorized Drivers**.

## B. Accidental Death or Dismemberment, Accidental Injury, and Car Rental Personal Property Coverage –

This benefit is available to any **Eligible Car Rental Claimant**. An **Eligible Car Rental Claimant** means a **Card Member**, **Eligible Renters**, **Authorized Drivers**, and **Passengers**.

### ~~Y @ ^ Á @ Á ^ ~ ^ { ^ } • Á Á Á Á~~ **Authorized Driver** / **Passenger** ÑÁ

- An **Authorized Driver** must be authorized on the **Rental Agreement** between the **Card Member** and **Rental Company** to operate the **Rental Vehicle** according to the terms of the **Rental Agreement**.
- A **Passenger** is a person other than the **Eligible Renter** whose permitted to enter the **Rental Vehicle**.

# What is Covered?

Once the benefits are activated, **Rental Vehicles** are insured up to 30 consecutive days per **Rental Agreement**, regardless if such agreement gets extended or is new or on a different vehicle, for the following benefits:

## A. Rental Vehicle Damage and Theft Coverage –

Benefits are provided to **Eligible Renters** up to \$75,000 per **Rental Agreement** for **Damage** to or **Theft** of a **Rental Vehicle** in a **Covered Territory**.

1. **Rental Vehicle Damage** repair, being the lesser of:
  - a. The actual cost to repair the **Rental Vehicle**;
  - b. The **Wholesale Book Value** of the **Rental Vehicle**, minus reasonable salvage and depreciation costs; or
  - c. The purchase invoice price of the **Rental Vehicle**, minus reasonable salvage and depreciation costs.

2. Charges beyond **Rental Vehicle Damage** repair, meaning:

**Reasonable and Customary** charges related to the **Rental Vehicle** subsequent to the **Damage** or **Theft**, such as **Loss of Rental Vehicle Use**, appraisal fees provided they are supported with verifiable documentation, towing charges (which are not covered by other roadside assistance programs available to the **Card Member**) and storage, which are charged by the nearest vendor or facility capable of rendering assistance. Any additional charge related to **Damage** to or **Theft** of a **Rental Vehicle** as defined by the **Rental Agreement** are covered, subject to the terms and conditions described herein, when required or allowed by local law. These charges include diminishment of value, depreciation, merchant deductibles, and **Rental Company** administrative fees or similar charge.

**B. Accidental Death or Dismemberment Coverage –**

Benefits are provided to **Eligible Car Rental Claimants** if **Accidental Death** or **Dismemberment** is a direct result of a **Car Rental Accident** and occurs while within the **Rental Vehicle**.

The amount payable for **Accidental Death** is stated below.

The percentage amount payable of **Dismemberment** is stated below on the **Table of Losses**.

Maximum <b>Accidental Death</b> Limit per <b>Eligible Car Rental Claimant</b>	Maximum Limit per <b>Car Rental Accident</b>
\$200,000 per <b>Card Member</b>	\$300,000 for all benefits payable under <b>Accidental Death</b> or <b>Dismemberment Coverage</b> and <b>Accidental Injury Coverage</b> per <b>Car Rental Accident</b>
\$20,000 per <b>Passenger</b> and/or <b>Authorized Driver</b>	
<b>Table of Losses</b>	
<b>Dismemberment Covered Event</b>	<b>Percentage Payable</b>
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
Either Hand or Foot	50%
Sight of One Eye	50%
Speech	50%
Hearing in Both Ears	50%
Thumb and Index Finger of the Same Hand	25%

If such person suffers an **Accidental Death**, the benefit will be paid to decedent's estate.

**C. Accidental Injury Coverage –**

Benefits are provided to **Eligible Car Rental Claimants** if an **Accidental Injury**, that is a direct result of a **Car Rental Accident**, occurs while riding in, getting into or getting out of the **Rental Vehicle**.

The amount payable for **Accidental Injury** is stated below.

Maximum <b>Accidental Injury</b> Limit per <b>Eligible Car Rental Claimant</b>	Maximum Limit per <b>Car Rental Accident</b>
\$5,000 per <b>Eligible Car Rental Claimant</b>	\$300,000 for all benefits payable under <b>Accidental Death or Dismemberment Coverage</b> and <b>Accidental Injury Coverage</b> per <b>Car Rental Accident</b>

If an **Eligible Car Rental Claimant** suffers an **Accidental Injury**, benefits will be paid for the cost of medical treatment and supplies if such medical treatment begins within ninety (90) days of the **Car Rental Accident** that caused the **Accidental Injury** and if claimed, ends no more than fifty-two (52) weeks after the **Car Rental Accident**.

**D. Car Rental Personal Property Coverage –**

Coverage is provided for the **Eligible Car Rental Claimants** in the event of **Damage** to or **Theft** of **Car Rental Personal Property**.

**Car Rental Personal Property** benefits paid will be the lesser of:

1. **Actual Cash Value**; or
2. **Replacement Cost**.

The amount payable for **Car Rental Personal Property** is stated below.

Maximum Limit per <b>Eligible Car Rental Claimant</b>	Maximum Limit per <b>Car Rental Accident</b>
\$1,000 per <b>Eligible Car Rental Claimant</b>	\$2,000 for all benefits payable under <b>Car Rental Personal Property Coverage</b> per <b>Car Rental Accident</b>

# What is Not Covered?

## ANY COVERED EVENT BASED UPON OR ARISING OUT OF:

### A. All Benefits –

1. war or acts of war (whether declared or undeclared), service in the armed forces or units auxiliary to it;
2. any vehicle rented in Australia, Italy, or New Zealand or any country subject to comprehensive sanctions administered by the Office of Foreign Assets Control;
3. use of the **Rental Vehicle** in violation of the terms and conditions of the **Rental Agreement** (including **Covered Events** occurring when: a person other than an **Authorized Driver** was in possession or control of the **Rental Vehicle**; or driving the **Rental Vehicle** outside of the more restrictive of the **Covered Territory** or authorized rental territory);
4. costs attributed to the **Rental Company's** normal course of doing business;
5. illegal activity by the **Eligible Renter** of the **Rental Vehicle**;
6. intoxication of any kind on the part of an **Authorized Driver** resulting in **Damage** to the **Rental Vehicle**, (intoxication as defined where the **Car Rental Accident** occurred;
7. an **Eligible Renter** or **Passenger** voluntarily taking any drug or acting under the influence or effect of any drug (unless taken as prescribed or administered by a **Physician or Dentist**);
8. off-road operation by the **Eligible Renter** of the **Rental Vehicle** (meaning, any time the **Rental Vehicle** is located on an unpaved or other surface which is not a regularly maintained state or government road);
9. injury of anyone or **Damage** to anything other than the **Rental Vehicle**;
10. personal liability, uninsured/underinsured motorists, worker's compensation injuries, disability benefits of any kind, any coverage mandated by government or any other form of insurance coverage except as specifically described herein;
11. intentional **Damage**, by an **Eligible Renter**, to the **Rental Vehicle**;
12. **Damage** that occurred prior to the **Eligible Renter** taking possession of the **Rental Vehicle**;
13. manufacturing defects in the **Rental Vehicle**;
14. confiscation by government authority, public authority or customers authority;
15. wear and tear, including gradual deterioration;
16. **Damage** which is due and confined to freezing, mechanical or electrical breakdown or failure unless such **Damage** results from a **Theft Covered Event**;
17. **Theft** of or **Damage** to **Rental Vehicles** that are unlocked at the time of **Theft** or **Damage**;
18. **Theft** of or **Damage** to **Tires** (flats or blowout), unless the **Damage** was by fire, malicious mischief, vandalism, or the **Covered Event** is coincident with and from the same cause as a **Car Rental Accident Covered Event**;
19. **Damage** to any property other than property covered by the **Rental Agreement**;
20. sales tax related to repair of **Damage**, unless reimbursement of such sales tax is required by law;
21. value added tax or similar tax, unless reimbursement of such tax is required by law;
22. gasoline, airport, and roadside assistance fees;

ANY **COVERED EVENT** BASED UPON OR ARISING OUT OF: (CONTINUED)

- 23. expenses assumed, waived or paid for by the **Rental Company** or its insurer;
- 24. expenses covered by the **Eligible Renter's** personal vehicle insurer, employer or employer's insurer;
- 25. diminishment of value, unless reimbursement is required by law; or
- 26. depreciation, unless reimbursement is required by law.

**B. Accidental Death or Dismemberment and Accidental Injury Coverage –**

- 1. disease illness, infirmity;
- 2. **Car Rental Preexisting Condition** (unless the **Car Rental Accident** causes an exacerbation or aggravation of such condition);
- 3. team sports or racing; or
- 4. the voluntary ingestion, injection or inhalation of any substance, suicide or any attempt at suicide, self-inflicted injury or any attempt at self-inflicted injury, or autoeroticism.

**Car Rental Preexisting Condition**

Symptoms of a medical condition (including complications of pregnancy, mental or emotional episodes) that occur during a ninety (90) day period immediately before the **Rental Agreement** issuance or were diagnosed, treated, or advised by a **Physician or Dentist**.

**Car Rental Preexisting Condition**

A routine examination for physicals, dental check-ups or similar wellness care visits WFSÖUÛ it results in a diagnosis of an existing injury, illness, or disease by the treating **Physician or Dentist** or a reasonable person would have, continued medical consultation, dental treatment, advice, examination or treatment.

NO COVERAGE IS PROVIDED FOR:

**A. All Benefits –**

- 1. A **Rental Vehicle** which is/are:
  - a. cargo vans, custom vans, vans with a seating capacity over 8 passengers, cube van or box truck, or any truck that has a gross vehicle weight rating of 10,000 lbs. or more;
  - b. use by an **Eligible Renter** for commercial or for hire purposes;
  - c. leased or mini-leased vehicles;
  - d. cars that are at least 20 years old or have not been manufactured within the 10 or more years before the date of the **Rental Agreement**;
  - e. limousines; or
  - f. off-road vehicles, motorcycles, mopeds, recreational vehicles, golf or motorized carts, campers, trailers and any other vehicle which is not provided by a **Rental Company**.



## NO COVERAGE IS PROVIDED FOR: (CONTINUED)

2. A **Rental Company** which is:
  - a. a moving van rental company;
  - b. any business which may incidentally rent a vehicle to a customer (such as an auto dealership or auto body repair shop); or
  - c. vehicle sharing or peer to peer arrangements which allow independent owners to rent personal vehicles.

If You have any questions about a specific vehicle, please call Us at 1-800-338-1670, if international, collect at 1-216-617-2500.

### B. **Accidental Death or Dismemberment and Accidental Injury Coverage** –

1. Treatment by a **Physician or Dentist** who is:
  - a. acting ~~within~~ within the scope of his or her license; or
  - b. related to the **Eligible Car Rental Claimant** by blood, marriage or **Domestic Partner** relationship.

### C. **Car Rental Personal Property Coverage** –

1. **Car Rental Personal Property** which are:
  - a. credit cards and other travel documents (including passports and visas);
  - b. securities;
  - c. documents and tickets of any kind;
  - d. travelers checks and other negotiable instruments (including gift certificates, gift cards, gift checks, food stamps), cash or its equivalent, notes, accounts, bills, currency, deeds, evidences of debt or intangible property, rare stamps or coins;
  - e. living plants and animals;
  - f. furniture;
  - g. food, consumable and perishable items;
  - h. eyeglasses, sunglasses, and contact lenses;
  - i. hearing aids, prosthetic devices; and
  - j. prescription or non-prescription drugs.
2. items stolen from a **Rental Vehicle** that is not **Secured**.

## How to File a Claim

- A. To file a **Claim** for a **Covered Event** please visit us at [www.yourcarrentalclaim.com](http://www.yourcarrentalclaim.com) or call 1-800-338-1670, if international, collect at 1-216-617-2500.
- B. **Notice of Claim** should be provided within thirty (30) days of the loss or as soon as reasonably possible.

- C. If required, claim forms will be sent to the **Eligible Beneficiary** once proper **Notice of Claim** is received. If it is not received within fifteen (15) days from **Notice of Claim** then the **Eligible Beneficiary** can submit written communication that describes the circumstances and extent of the **Covered Event** for which the **Claim** is made.

Proper **Notice of Claim** conditions are met by answering all relevant claim intake questions.

- D. **Proof of Loss** must be submitted to Us within sixty (60) days; however, failure to do so will not invalidate a **Claim** or reduce any available benefit if it can be shown that it was provided as soon as reasonably possible. Examples of **Proof of Loss** We may require:
1. an itemized repair bill;
  2. a copy of the **Rental Agreement**;
  3. a copy of charge slip for the **Rental Vehicle**;
  4. a copy of **Eligible Renter's** or employer's auto insurance coverage, or a notarized letter stating no insurance;
  5. a copy of **Eligible Renter's** driver's license, unless it is included on **Rental Agreement**; and
  6. a police report (if applicable).
- E. A **Claim** for benefits will be paid within thirty (30) days (or in accordance with applicable State law) after receipt of satisfactory **Proof of Loss** and Our determination that such **Claim** is payable. Any payment made by Us in good faith will fully discharge Us to the extent of such payment.

The **Eligible Beneficiary** must **Cooperate** with Us in adjusting the **Claim**.

## Additional Terms & Definitions

### Additional Terms

A. **Assignment**

The Car Rental Loss and Damage Insurance benefits may not be assigned and any implied assignment is void.

B. **Benefit Guide**

This Benefit Guide is not, by itself, a policy or contract of insurance or other contract.

The insurance benefits are provided under the Commercial Card Issuer Travel Insurance Policy issued by AMEX Assurance Company to the named Policyholder for which American Express Travel Related Services Company, Inc. participates. This Benefit Guide is a summary of benefits provided to You. All terms and conditions stated herein are governed by the Insurance Policy.

In case of a conflict between the Benefit Guide and Insurance Policy, the Insurance Policy shall control.



## Additional Terms (Continued)

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It is a wholly owned subsidiary of **American Express** who is responsible for offering Car Rental Travel Insurance Benefits to eligible **Card Members**.

### C. Cancellation/Benefit End Date

1. We may cancel these benefits at any time by providing notice to You; or
2. Benefits will end automatically on the earliest of the following:
  - a. the date when the **Eligible Card** is cancelled or terminated; and/or
  - b. the date when You are no longer a **Card Member**.

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Yes, if the **Eligible Car Rental Payment** is made for a **Rental Vehicle** prior to the effective date of the Benefit cancellation.

### D. Criminal Activity/Fraud

An **Eligible Beneficiary's** right to seek or obtain Car Rental Loss and Damage Insurance benefits may be cancelled due to alleged criminal activity, deceit, fraud, material misrepresentation, excessive or abusive **Claims**.

### E. Effective Date

Effective January 1, 2020, this Benefit Guide replaces any Car Rental Loss and Damage Insurance benefit document You may have received previously for Your Additional Card Benefits. We reserve the right to change the benefits and terms of these benefits at any time.

### F. Other Insurance or Agreement

Car Rental Loss and Damage Insurance is intended to **Pay** only for amounts not covered by any other insurance or agreement including reimbursement by **Rental Company** or other supplier of travel services. We will, however, **Pay** applicable deductible(s) of other available coverage where doing so does not result in an over-payment of the overall **Claim**.

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Yes, it is secondary to any other coverage which may be available to You, **Eligible Renter**, or the **Eligible Car Rental Claimant**. This applies to all benefits provided herein ÖÝÔÖÚV for the Accidental Death or Dismemberment Coverage.

### G. Trade and Economic Sanctions

No insurance benefits apply if providing insurance, including **Payment of Claims**, violates law or regulation, including trade or economic sanctions.

If You have any questions about a specific rental location, please call Us at 1-800-338-1670, if international, collect at 1-216-617-2500.

## Additional Definitions

**Accidental Death** means the death of an **Eligible Car Rental Claimant** that is a direct result of a **Car Rental Accident**.

**Accidental Injury** means bodily injury to an **Eligible Car Rental Claimant** that is a direct result of a **Car Rental Accident**.

**Actual Cash Value** means **Replacement Cost** less depreciation at the time of **Covered Event** as determined by Us.

**Car Rental Accident** means a motor vehicle incident that results in **Damage** to the **Rental Vehicle**.

**Car Rental Personal Property** means tangible property that accompanies the **Eligible Car Rental Claimant** when entering the **Rental Vehicle** or that is **Secured** in the **Rental Vehicle** when such person is not sitting in or riding in the **Rental Vehicle**.

**Common Carrier Frequent Flyer Miles** means a non-**American Express** 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 **Eligible Renter** or for which a **Eligible Renter** may benefit, that may be used to pay, in full or in part, or otherwise defray or reduce the costs of **Rental Vehicle**.

**Cooperate** means the **Card Member** and the **Eligible Beneficiary** (or someone acting on the behalf of the **Card Member** or **Eligible Beneficiary**) helping Us determine whether the **Card Member** has a **Covered Event**, and how much **We Pay**. This includes things like the **Card Member** submitting a **Claim** to Us on time, giving Us the details of what happened, providing **Proof of Loss**, recorded statement, or permission to obtain documents from third parties, reporting to an appropriate law enforcement agency as soon as reasonably possible, and generally doing whatever is reasonably necessary for Us to honor Our commitment to an **Eligible Beneficiary**, including recoveries from third parties.

**Covered Territory** means any country, commonwealth, protectorate or political division in which possession of a **Rental Vehicle** is taken by an **Eligible Renter** except as otherwise stated in this Benefit Guide under the “What is Not Covered” section above.

**Damage** means, that as the result of a **Car Rental Accident**, the effect of any contact with or treatment of the **Rental Vehicle** which requires repair in order to restore the **Rental Vehicle** to its pre-rental condition. **Damage** also means any alteration or destruction of **Car Rental Personal Property** which necessitates repair or replacement.

## Additional Definitions (Continued)

**Dismemberment** means a **Car Rental Accident** causes:

1. severing of an adjoining thumb and index finger, complete and permanent severance of both appendages through or above the joint where they meet the hand at the palm;
2. severing of a hand or foot, complete and permanent severance through or above the wrist or ankle joint;
3. complete and irrecoverable loss of sight in one or both eyes;
4. complete and irrecoverable loss of speech; or
5. complete and irrecoverable loss of hearing in both ears.

**Domestic Partner** means legally recognized **Domestic Partner**.

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

**Loyalty Program** means the award of points or other measures redeemable for benefits offered by the **Loyalty Program**, such as reward points earned for using a product or service.

**Reasonable and Customary** means a charge customarily made by other vendors/providers for a given service in the same geographic area that the **Damage** to or **Theft** of the **Rental Vehicle** occurred and reflects the complexity of the service.

**Rental Agreement** means the contract that the **Card Member** or their spouse or **Domestic Partner** signs and receives in-order to take possession of a **Rental Vehicle** from the **Rental Company** which describes in full the terms and conditions of the contractual relationship and paid for by an **Eligible Car Rental Payment**.

**Rental Company** means a commercial car rental agency that is licensed under the laws of the applicable jurisdiction and whose primary business is renting private passenger vehicles.

**Rental Vehicle** means a four-wheeled, two-axle passenger type motor vehicle, designed for and sold to accommodate private passenger transport on public roads, rented to the **Eligible Renter** by the **Rental Company**, and intended to be operated by **Authorized Drivers** in a **Covered Territory** by means of a **Rental Agreement**.

**Replacement Cost** means the lesser of the cost (including applicable sales tax) to repair with new material or replace with property of like kind and quality as a result of a **Covered Event**.

**Secured** means locked in the trunk of the **Rental Vehicle** or locked in the seating compartment of the **Rental Vehicle** with all windows fully closed and all **Eligible Car Rental Claimants** are absent from the vicinity of the **Rental Vehicle**.

## Additional Definitions (Continued)

**Theft** means the taking and driving of the **Rental Vehicle** by a person other than the **Eligible Renter** without the permission of the **Eligible Renter**. **Theft** also means the taking of **Car Rental Personal Property** of the **Eligible Car Rental Claimant** from the **Secured Rental Vehicle**, without the permission of the **Eligible Car Rental Claimant**.

**Tire** means the rubber part of a vehicle that grips the road; **Tire** does not include the wheel or rim of the vehicle connected to a **Tire**.

**Wholesale Book Value** means wholesale or trade-in book value of the **Rental Vehicle** based on the National Automobile Dealers Association website at [www.nada.com](http://www.nada.com) or similar source.

**CAR RENTAL LOSS AND DAMAGE INSURANCE  
DESCRIPTION OF COVERAGE**

Underwritten by AMEX Assurance Company  
Administrative Office, 18850 N 56<sup>th</sup> Street, Mail Code AZ08-02-02, Phoenix AZ 85054

Car Rental Loss and Damage Insurance provides Authorized Driver(s) with insurance coverage for Damage to or Theft of most Rental Vehicles when the Card Member uses the Card to pay for the Entire Rental from any Rental Company. Damage to or Theft of a Rental Vehicle coverage is always secondary to any other insurance.

Coverage is worldwide except for vehicles rented in Australia, Italy, New Zealand and any country on the Office of Foreign Assets Control (“OFAC”) sanctioned country list. Coverage will be voided if a Rental Vehicle is rented in any country on the OFAC sanctioned country list.

This Plan does not provide insurance for personal liability, uninsured/underinsured motorists, worker's compensation injuries, disability benefits of any kind, any coverage mandated by government or any other form of insurance coverage except as specifically described in this Description of Coverage.

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**I. 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.

**Accident** means a motor vehicle incident that results in Damage to the Rental Vehicle.

**Account** means Your American Express® Card on which the record of the charge for the Entire Rental is made.

**Additional Card Member** means a person who has received an American Express Card at the request of a Basic Card Member for use in connection with the Basic Card Member’s Account.

**Authorized Driver** means a person listed on the Rental Agreement between the Card Member and the Rental Company, at the time the Card Member takes possession of the Rental Vehicle, who is permitted to operate the Rental Vehicle according to the terms of the Rental Agreement.

**Basic Card Member** means a person who has been issued a United States of America based proprietary American Express Card and who has an Account.

**Card Member** means a person who has been issued a United States of America based proprietary American Express Card, and who has a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands. Card Member must rent the Rental Vehicle, sign the Rental Agreement with the Rental Company and take possession of, or permit an Authorized Driver to take possession of, the Rental Vehicle.

**Common Carrier** 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.

**Common Carrier 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 Card Member or for which a Card Member may benefit that may be used to pay, in full or in part, or otherwise defray or reduce the costs of Rental Vehicle.

**Company** means AMEX Assurance Company.

**Damage** means the effect of any contact with or treatment of the Rental Vehicle which requires repair in order to restore the Rental Vehicle to its pre-rental condition.

**Entire Rental** means the full rental cost for a Rental Vehicle, less any applicable Rental Company discount/coupon applied to the rental rate, charged to an eligible American Express Card and/or combined with American Express Membership Reward Points or American Express Pay with Points programs. Entire Rental does not include fees on a Rental Vehicle defrayed in full or in part with loyalty points from the Rental Companies or Common Carrier Frequent Flyer Miles.

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

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

**Membership Rewards® Points** means credits obtained through the Membership Rewards program available with most American Express Cards, which are earned when making certain purchases with such cards. In some cases, participating Card Members receive a redemption certificate in order to use their Membership Rewards points.

**Pay with Points** is a process that may be available to an individual who accrues American Express Membership Rewards Points and then uses the Membership Rewards Points to pay for travel by converting them to statement credits to off-set some or all of the expense of that travel reflected on the individual's Account statement.

**Permanent Residence** means the one primary dwelling place where the Card Member resides and to which they intend to return, and, if necessary, can be evidenced by a current and active official form of identification. Examples include, but are not limited to: State issued Identification Card, Driver License, and Voter Identification Card.

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

**Policy** means the Group Insurance Master Policy (AX0925) issued by the Company to American Express Travel Related Services Company, Inc.

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

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

**Rental Period** means the period of time during which You rent a Rental Vehicle pursuant to a Rental Agreement.

**Rental Vehicle** means a four-wheeled, two-axle passenger type motor vehicle, designed for and sold to accommodate private passenger transport on public roads, rented to the Card Member by the Rental Company, and intended to be operated by the Card Member or other Authorized Driver by means of a Rental Agreement with the Rental Company.



**Secured** means locked in the trunk of the Rental Vehicle or locked in the seating compartment of the Rental Vehicle with all windows fully closed and all Card Members, Authorized Drivers and Passengers are absent from the vicinity of the Rental Vehicle.

**Theft** means the taking and driving of the Rental Vehicle by a person other than the Card Member or an Authorized Driver without the permission of the Card Member or the Authorized Driver.

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

**Wholesale Book Value** means wholesale or trade-in book value of the rental vehicle based on the National Automobile Dealers Association website at [www.nada.com](http://www.nada.com) or similar source.

**You and Your** means the Card Member.

## **II. ELIGIBILITY AND COVERAGE ACTIVATION**

### **Who is Eligible to Receive Benefits**

You are eligible to receive benefits in accordance with this Description of Coverage if:

1. You are a Basic Card Member or Additional Card Member;
2. You were the person who signed the Rental Agreement;
3. You maintain your Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands; and
4. You have fully activated coverage.

### **How to Activate Coverage**

Coverage for Theft of or Damage to an eligible Rental Vehicle is activated when:

1. You decline the full collision damage waiver (CDW) or similar option, or pay for a partial collision damage waiver, offered by the Rental Company;
2. You or the Authorized Driver is named on the Rental Agreement as the person renting and take control and possession of the Rental Vehicle; and
3. You use Your Account, American Express Membership Reward Points and/or American Express Pay with Points to hold or place a deposit at the time the rental is checked out and to pay for the Entire Rental from the Rental Company. Coverage will not be activated if You pay for any portion of the Rental Vehicle by some other means.

## **III. DESCRIPTION OF BENEFITS**

### **What is Covered**

If Damage to or Theft of a Rental Vehicle occurs while coverage is in effect, the Plan will pay a benefit up to a maximum of \$75,000 per Rental Agreement for:

1. The lesser of:
  - a. the actual cost to repair the Rental Vehicle;
  - b. the Wholesale Book Value of the Rental Vehicle, minus salvage and depreciation costs; or
  - c. the purchase invoice price of the Rental Vehicle, minus salvage and depreciation costs.
2. Reasonable and necessary charges related to the Rental Vehicle subsequent to the Damage or Theft, such as Loss of Use, appraisal fees provided they are supported with verifiable documentation, towing charges (which are not covered by other roadside assistance programs available to the Card Member) and storage, which are charged by the nearest vendor or facility capable of rendering assistance and which are usual and customary in the locale where the Damage or Theft occurred.

Only a Card Member has a legal and equitable right to this insurance benefit available under the Plan.

### **Length of Coverage**

This Plan covers eligible Rental Vehicles for the first 30 consecutive days.

In no event shall coverage be provided for a Rental Vehicle beyond 30 consecutive days from the same Rental Company, regardless of whether the original Rental Agreement is extended, or a new written Rental Agreement is entered into, or a different vehicle is rented.

## **IV. EXCLUSIONS**

### **General Exclusions**

This Plan does not cover losses for which coverage sought was directly or indirectly, wholly or partially contributed to or caused by:

1. war or acts of war (whether declared or undeclared), participation in a felony, riot, civil disturbance, protest or insurrections, service in the armed forces or units auxiliary to it;
2. operation of the Rental Vehicle in violation of the terms and conditions of the Rental Agreement (including but not limited to losses occurring when: a person other than an Authorized Driver was in possession or control of the vehicle; or driving the vehicle outside of the authorized rental territory);
3. costs attributed to the Rental Company's normal course of doing business;
4. illegal activity by the Authorized Driver of the Rental Vehicle;
5. alcohol intoxication on the part of the Authorized Driver of the Rental Vehicle, as defined in the state where the Accident occurred;
6. an Authorized Driver voluntarily taking any drug or acting under the influence or effect of that drug (unless taken as prescribed or administered by a Doctor);
7. off-road operation by the Authorized Driver of the Rental Vehicle;
8. injury of anyone or anything other than the Rental Vehicle; and
9. personal liability, uninsured/underinsured motorists, worker's compensation injuries, disability benefits of any kind, any coverage mandated by government or any other form of insurance coverage except as specifically described in this Description of Coverage.

### **Vehicles Not Covered**

This Plan does not cover rentals of:

1. cargo vans, custom vans, vans with a seating capacity over 8 passengers, cube van or box truck, or any truck that has a gross vehicle weight rating of 10,000 lbs or more;
2. Rental Vehicles which have been customized or modified from the manufacturer's factory specifications except for driver's assistance equipment for the physically challenged;
3. any Rental Vehicles used by an Authorized Driver for commercial or hire purposes;
4. leased or mini-leased vehicles;
5. antique cars, which means cars that are 20 years old or have not been manufactured for 10 or more years;
6. limousines;
7. off-road vehicles, motorcycles, mopeds, recreational vehicles, golf or motorized carts, campers, trailers and any other vehicle which is not a Rental Vehicle; and
8. Rental Vehicles rented in Australia, Italy, New Zealand and any country on the OFAC sanctioned country list.

### **Losses Not Covered**

This Plan does not cover losses caused by or contributed to by, directly or indirectly, wholly or partially:

1. intentional Damage by an Authorized Driver of the Rental Vehicle;
2. Damage that occurred prior to the Rental Period;
3. manufacturing defects in the Rental Vehicle;
4. confiscation by authority;
5. wear and tear, including gradual deterioration;
6. Damage which is due and confined to freezing, mechanical or electrical breakdown or failure unless such Damage results from a Theft covered by the Plan;
7. Theft or Damage to Rental Vehicles that are unlocked or not Secured at the time of Theft or Damage;

8. Theft of or Damage to tires (flats or blowouts), unless Damaged by fire, malicious mischief, vandalism, or stolen, unless the loss is coincident with and from the same cause as other loss covered by the Plan;
9. Damage to any vehicle other than the Rental Vehicle; and
10. Damage to any property other than the Rental Vehicle, owner's property, or items not permanently attached to the Rental Vehicle.

This Plan does not cover, and benefits will not be paid for:

1. sales tax related to repair of damages, unless reimbursement of such sales tax is required by law;
2. value added tax or similar tax, unless reimbursement of such tax is required by law;
3. roadside assistance fees;
4. expenses assumed, waived or paid for by the Rental Company or its insurer;
5. expenses covered by the Card Member's personal vehicle insurer, employer or employer's insurer, Authorized Driver's insurer, or other insurance;
6. diminishment of value; and
7. depreciation, unless reimbursement for depreciation is required by law.

## **V. CLAIMS PROCESS**

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.

### **Notifying Law Enforcement Agency**

Notification of Damage, including vandalism, Theft, or an Accident must be reported to the appropriate law enforcement agency as soon as reasonably possible. This requirement applies regardless of whether the Rental Vehicle is involved with other vehicles. Failure to notify may result in denial of benefits.

### **Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the loss. You or the Authorized Driver may contact the Company by calling toll-free stateside 1-800-338-1670 or, if from overseas, by calling collect 1-216-617-2500. You or the Authorized Driver may also write to Us at Car Rental Loss and Damage Insurance Claims Unit, PO Box 94729, Cleveland, Ohio 44101-4729.

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 Notice of Claim was provided as soon as reasonably possible. At the time You or the Authorized Driver provides Us with Notice of Claim, We will assist with completion of the Proof of Loss by providing instructions and/or documents, which You or the Authorized Driver may have to complete and return to Us. You or the Authorized Driver are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process the claim, determine if benefits are payable and collect amounts recoverable from others. No claim will be denied based upon Your or the Authorized Driver's failure to provide notice within such specified time, unless this failure operates to prejudice Our rights.

### **Proof of Loss**

If required, a claim form will be sent to You or the Authorized Driver after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within sixty (60) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Car Rental Loss and Damage Insurance Claims Unit, PO Box, 94729, Cleveland, Ohio 44101-4729. If the required proof of loss and other documentation is not received within sixty (60) days of the date of loss (except for documentation which has not been furnished for reasons beyond Your or the Authorized Driver's control), coverage may be denied. It is the claimant's responsibility to provide all required documentation.

Required documentation may consist of, but is not limited to:

1. an itemized repair bill;
2. a copy of charge slip for the rental of the Rental Vehicle, Rental Agreement or machine generated receipt to show rental was charged and paid for with an American Express Card;

3. a police report (if applicable);
4. photos of the Damaged Rental Vehicle, if available;
5. a copy of the Card Member's, Authorized Driver's or employer's auto insurance coverage, or a notarized letter stating no insurance;
6. a copy of all claim documents and correspondence, provided by the Rental Company;
7. a copy of the Rental Company's utilization log or other verifiable documentation acceptable to Us;
8. a copy of the driver's license of the Card Member and/or Authorized Driver, unless the driver's license number shows on the Rental Agreement;
9. a copy of the written Rental Agreement, front and back, which documents when the Rental Vehicle was checked out and checked in;
10. information pertaining to other available insurance coverage(s); and
11. any other information reasonably required to process the claim including Our rights to recover from others.

Your or the Authorized Driver's cooperation with issues related to their benefits is required.

#### **Payment of Claims**

A claim for benefits provided by this Plan will be paid within ninety (90) days after Our receipt of satisfactory Proof of Loss documentation and 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.

## **VI. GENERAL PROVISIONS**

#### **Change of Permanent Residence**

You must notify Us as soon as possible if You change Your Permanent Residence. If the change is to a different state, Your Plan provisions may be adjusted to conform to the requirements of that state. We will send any and all notices or Plan related materials to Your last known address on file. If You fail to notify Us of a change in Your Permanent Residence, You may not receive all notices and Plan related materials.

#### **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, the declarations page and any applications, endorsements or riders make up the entire contract. Any statement You or the Authorized Driver 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. Changes shall take effect as of the date a replacement Description of Coverage, if any, is issued or the date otherwise agreed upon by the Master Policyholder and the Company. A copy of the Policy will be maintained and kept by the Master Policyholder and may be examined at any reasonable time upon reasonable notice.

#### **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 the Authorized Driver or by anyone acting on Your or their behalf to obtain benefits, all benefits will be forfeited.

No coverage is provided if You or the Authorized Driver, whether before or after a loss, have:

1. concealed or misrepresented any fact upon which we rely, if the concealment or misrepresentation is material and is made with the intent to deceive; or

2. concealed or misrepresented any fact if the fact misrepresented contributes to the loss.

We may be required to report suspicion of fraudulent activity and/or confirmed fraudulent activity to Your residency state's Department of Insurance.

#### **Legal Actions**

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

#### **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 any 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.

#### **Secondary Coverage**

This Plan is secondary to all other valid and collectible insurance or other sources of indemnity and shall apply only when such other benefits are exhausted. We will pay only that portion of the loss benefit which is not reimbursed by other collectible insurance or other sources of indemnity, up to Our limits, as provided under the Description of Benefits section.

#### **When a Card Member has Coverage under similar products underwritten by AMEX Assurance Company**

A Card Member may be covered for similar benefits under different products underwritten by AMEX Assurance Company. If the products state that the similar benefits are either primary or that the benefits are excess, the product with the lower level of benefits will pay first and the other product(s) will provide excess coverage.

#### **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.

### **VII. TERMINATION OR CANCELLATION**

Coverage will terminate automatically on the earliest of the following:

1. when the Rental Company resumes control of the Rental Vehicle, or 30 consecutive days after the Rental Vehicle was checked out by You or another Authorized Driver, whichever is earlier;
2. the date You no longer maintain a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands;
3. the date We notify You of our determination that Your enrollment or claims information contains a misrepresentation or fraudulent statement or fails to disclose material information;
4. the date You terminate Your Account and are no longer a Card Member;
5. the date Your Account is cancelled by American Express; or
6. the date the Plan is not available in the location where You maintain a Permanent Residence.

The Company has the right to cancel this Description of Coverage or any endorsement or rider 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. You will be eligible to receive benefits if You fully activated coverage in accordance with this Description of Coverage prior to the effective date of the Company's cancellation.

Termination or cancellation of coverage will not prejudice any claim submitted prior to termination or cancellation subject to all other terms of the Policy.

**VIII. IMPORTANT ADDITIONAL INFORMATION FOR YOU**

The benefits described herein are subject to all of the terms, conditions, and exclusions of the Policy. This Description of Coverage replaces any prior Description of Coverage which may have been furnished in connection with the Policy. For any questions regarding the benefits described in this Description of Coverage, please call 1-800-338-1670 or International Collect 1-216-617-2500, the number listed on the back of Your card, or the number shown on Your card statement.

**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:



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT RIDER**

To be attached to and made part of the Description of Coverage/Policy.

### **A. DEFINITIONS**

The following defined terms are added to the **Definitions** section:

**Accidental Death** means the death of a Card Member, Authorized Driver, or Passenger that is a direct result of an Accident. An Accidental Death may neither, directly or indirectly, wholly or partially, result from nor be caused or contributed to by a disease, illness or infirmity, nor the ingestion, injection or inhalation of any substance.

**Dismemberment** means with reference to:

1. an adjoining thumb and index finger, complete and permanent severance of both appendages through or above the joint where they meet the hand at the palm as a result of an Accident;
2. a hand or foot, complete and permanent severance through or above the wrist or ankle joint as a result of an Accident;
3. an eye, the irrecoverable loss of the entire sight as a result of an Accident;
4. speech, complete and irrecoverable loss of speech as a result of an Accident; or
5. hearing, complete and irrecoverable loss of hearing in both ears as a result of an Accident.

**Domestic Partner** means a person 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 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 lease, common bank accounts, credit cards, investments, or insurance.

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Preexisting Condition** is an injury or other medical condition that existed, or for which the Card Member, Authorized Driver, or Passenger was treated or received medical advice, before an Accident.

### **B. ELIGIBILITY AND COVERAGE ACTIVATION**

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Accidental Death and Dismemberment Benefit Rider**.

The following is added to the **How to Activate Coverage** section:

Coverage for Accident Death and Dismemberment is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and

2. the Card Member declines the Personal Accident Insurance coverage and/or similar options offered by the Rental Company.

**C. DESCRIPTION OF BENEFITS**

The following is added to the **What is Covered** section:

The Card Member, Authorized Drivers and Passengers are insured for an Accidental Death or Accidental Dismemberment that is a direct result of an Accident that occurs while riding within the Rental Vehicle.

If a Card Member, Authorized Driver, or Passenger suffers an Accidental Death, the Plan will pay to the beneficiary of that person \$200,000 if they are the Card Member and \$20,000 if they are an Authorized Driver or Passenger.

If a Card Member, Authorized Driver, or Passenger suffers Dismemberment, the Plan will pay to that person the benefit amount as determined from the Table of Losses for Dismemberment below. The table describes the percentage of the Accidental Death benefit, for which the Card Member, Authorized Driver, or Passenger will pay to such person who suffers Dismemberment:

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

Accidental Death or Dismemberment must occur within 365 days of the Accident.

With respect to the **Accidental Injury Benefit** and the **Accidental Death or Dismemberment Benefit**, for any one Accident resulting in Accidental Injury, Accidental Death or Dismemberment which merits payment under either or both of these two benefits, the maximum payment will not exceed \$300,000 for all Card Members, Authorized Drivers, or Passengers affected by any one Accident. The maximum payment will be apportioned to each person or to each person's beneficiary in the amount proportionate to the limit for which they were insured.

Only a Card Member, Authorized Driver, Passenger, and beneficiary have a legal and equitable right to this insurance benefit available under the Plan.

**D. EXCLUSIONS**

The **Injury** exclusion is replaced with:

Injury to anyone or anything other than the Rental Vehicle, except coverage for a Card Member, Authorized Driver, or Passenger described under the **Accidental Death and Dismemberment Benefit Rider**.

The following is added to the **Losses Not Covered** section:

With respect to the **Accidental Death and Dismemberment benefit**, Car Rental Loss and Damage Insurance does not cover losses caused or contributed to by, directly or indirectly, wholly or partially:

1. Preexisting Conditions;



2. suicide or self-destruction or any attempt thereat, intentionally self-inflicted Injury, suicide or any attempt thereat;
3. any disease, illness, or infirmity; and
4. team sports or racing.

## **E. CLAIMS PROCESS**

The following is added to the **Payment of Claims** provision:

Benefits for loss of life of a Card Member will be paid to the designated beneficiary. Benefits for all other losses sustained by a Card Member will be paid to the Card Member, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and they have failed to specify the beneficiaries' respective interests, the designated beneficiaries shall share equally. If no beneficiary has been designated, or if the designated beneficiary does not survive the Card Member the benefits will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. spouse or Domestic Partner;
2. children, equally per stirpes; or
3. the estate.

Benefits for all losses sustained by an Authorized Driver or Passenger will be paid to the Authorized Driver or Passenger, if living, or otherwise will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. spouse or Domestic Partner;
2. children, equally per stirpes; or
3. the estate.

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon any such affidavit shall fully discharge the Company from all obligations under the Plan unless, before such payment is made, the Company has received at its Administrative Office written notice of a valid claim by some other person. Any amount payable to a minor may be paid to the minor's legal guardian.

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

## **F. GENERAL PROVISIONS**

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

For the benefits described under the **Accidental Death and Dismemberment Benefit Rider**, the **Secondary Coverage** provision is hereby deleted.

The following provisions are added to the **General Provisions** section:

### **Physical Examination and Autopsy**

The Company has the right, at its expense, to have the Card Member, Authorized Driver, or Passenger for whom a request for benefits is pending, examined as often as reasonable. The Company may require an autopsy, at its expense, unless the law forbids it. Card Member, Authorized Driver, or Passenger cooperation with issues related to the benefits is required. Failure to cooperate may result in denial of benefits.

### **Beneficiary**

The Basic Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not Additional Card Members. An Additional Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not also the Basic Card Member, the Basic Card Member's spouse or Domestic partner or children, or Additional Card Members.

No one else may designate or change a previously designated beneficiary. For such designation or change to become effective, a written request, on a form satisfactory to the Company, must be filed with the Company. Such designation or change will take effect as of the date it was signed by the Card Member, provided it has been received by the Company, but any payment of proceeds made by the Company prior to receipt of such designation or change shall fully discharge the Company to the extent of such payment.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED.



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## **ACCIDENTAL INJURY BENEFIT RIDER**

To be attached to and made part of the Description of Coverage/Policy.

### **A. DEFINITIONS**

The following defined terms are added to the **Definitions** section:

**Accidental Injury** means bodily injury to a Card Member, Authorized Driver, or Passenger that is a direct result of an Accident. An Accidental Injury may neither, directly or indirectly, wholly or partially, result from nor be caused or contributed to by a disease, illness or infirmity, nor by the voluntary ingestion, injection or inhalation of any substance.

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

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

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Physician or Dentist** means a licensed practitioner of the healing arts who acts within the scope of his or her license for the service or treatment given. The treating Physician or Dentist may not be the Card Member's, Authorized Driver's, or Passenger's Family Member or anyone else related to them by blood.

**Preexisting Condition** is an injury or other medical condition that existed, or for which the Card Member, Authorized Driver, or Passenger was treated or received medical advice, before an Accident.

### **B. ELIGIBILITY AND COVERAGE ACTIVATION**

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Accidental Injury Benefit Rider**.

The following is added to the **How to Activate Coverage** section:

Coverage for Accidental Injury is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and
2. the Card Member declines the Personal Accident Insurance coverage and/or similar options offered by the Rental Company.

### **C. DESCRIPTION OF BENEFITS**

The following is added to the **What is Covered** section:

If a Card Member, Authorized Driver, or Passenger suffers an Accidental Injury, the Plan will pay a secondary benefit up to a maximum of \$5,000 for the treatment and supplies that are Medically Necessary, only when all insurance otherwise available to them is not sufficient and meets the following conditions:

1. Medically Necessary treatment must begin within 90 days of the Accident that caused the Accidental Injury and must be completed within 52 weeks after the Accident; and
2. the charges for Medically Necessary treatment are usual and customary up to the benefit maximum for each Card Member, Authorized Driver, and Passenger.

The Card Member, Authorized Drivers and Passengers are insured only while riding in, getting into or getting out of the Rental Vehicle.

With respect to the **Accidental Injury Benefit** and the **Accidental Death or Dismemberment Benefit**, for any one Accident resulting in Accidental Injury, Accidental Death or Dismemberment which merits payment under either or both of these two benefits, the maximum payment will not exceed \$300,000 for all Card Members, Authorized Drivers, or Passengers affected by any one Accident. The maximum payment will be apportioned to each person or to each person's beneficiary in the amount proportionate to the limit for which they were insured.

Only a Card Member, Authorized Driver, and Passenger have a legal and equitable right to this insurance benefit available under the Plan.

#### **D. EXCLUSIONS**

The **Injury** exclusion is replaced with:

Injury to anyone or anything other than the Rental Vehicle, except coverage for a Card Member, Authorized Driver, or Passenger described under the **Accidental Injury Benefit Rider**.

The following is added to the **Losses Not Covered** section:

With respect to **Accidental Injury benefit**, Car Rental Loss and Damage Insurance does not cover losses caused or contributed to by, directly or indirectly, wholly or partially:

1. Preexisting Conditions;
2. suicide or self-destruction or any attempt thereat, intentionally self-inflicted Injury, suicide or any attempt thereat;
3. any disease, illness, or infirmity; and
4. team sports or racing.

With respect to **Accidental Injury benefit**, Car Rental Loss and Damage Insurance does not cover, and benefits will not be paid for, dental treatment, eyeglasses, contact lenses or exams, hearing aids, or prosthetic limbs.

#### **E. GENERAL PROVISIONS**

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

The following is provision is added to the **General Provisions** section:

##### **Physical Examination and Autopsy**

The Company has the right, at its expense, to have the Card Member, Authorized Driver, or Passenger for whom a request for benefits is pending, examined as often as reasonable. The Company may require an autopsy, at its expense, unless the law forbids it. Card Member, Authorized Driver, or Passenger cooperation with issues related to the determination of benefits is required. Failure to cooperate may result in denial of benefits.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED0



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## PERSONAL PROPERTY BENEFIT RIDER

To be attached to and made part of the Description of Coverage/Policy.

### A. DEFINITIONS

The following defined terms are added to the **Definitions** section:

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Personal Property** means any property that accompanies Card Member, Authorized Driver or Passenger when entering the Rental Vehicle or that is Secured in the Rental Vehicle when such person is not sitting in or riding in the Rental Vehicle.

For purposes of this **Personal Property Benefit Rider**, the **Damage** and **Theft** definitions located under the **Definitions** section are replaced by the following:

**Damage** means any alteration or destruction of Personal Property which necessitates repair or replacement.

**Theft** means the taking of Secured Personal Property, without the permission of the Card Member, Authorized Driver, or Passenger who owns the Personal Property.

### B. ELIGIBILITY AND COVERAGE ACTIVATION

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Personal Property Benefit Rider**.

### C. DESCRIPTION OF BENEFITS

The following is added to the **How to Activate Coverage** section:

Coverage for Personal Effects is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and
2. the Card Member declines the Personal Effects coverage and/or similar options offered by the Rental Company.

The following is added to the **What is Covered** section:

Personal Property that a Card Member, Authorized Driver, or a Passenger brings with him or her is covered for Theft or Damage which is not paid by other insurance. This insurance will reimburse the Card Member, Authorized Driver, or Passenger the lesser of the following: 1) the actual cash value at the time of loss (replacement cost less depreciation) as determined by Company; 2) the cost of repair; or 3) the cost of replacement. Personal Property for each Card Member, Authorized Driver, and Passenger are covered for up to \$1,000 and is subject to a per Accident maximum of \$2,000. The Card Member, Authorized Driver, and Passenger's Personal Property is covered only while Secured in, being Secured in the Rental Vehicle, or being removed from the Rental Vehicle.

Only a Card Member, Authorized Driver, and Passenger have a legal and equitable right to this insurance benefit available under the Plan.

**D. EXCLUSIONS**

The following is added to the **Losses Not Covered** section:

With respect to **Personal Property**, Car Rental Loss and Damage Insurance does not cover losses caused or contributed to by, directly or indirectly, wholly or partially:

1. animals, or living plants;
2. furniture;
3. travelers checks, tickets of any kind, negotiable instruments (including, but not limited to, gift certificates, gift cards and gift checks), cash or its equivalent, rare stamps or coins, documents;
4. sporting equipment;
5. art; and
6. items stolen from a Rental Vehicle that is not Secured.

**E. GENERAL PROVISIONS**

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED.



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## **CAR RENTAL LOSS AND DAMAGE INSURANCE DESCRIPTION OF COVERAGE**

Underwritten by AMEX Assurance Company  
Administrative Office, 20022 N. 31<sup>st</sup> Ave. MC: 08-01-20 Phoenix AZ 85027

Car Rental Loss and Damage Insurance provides Authorized Driver(s) with insurance coverage for Damage to or Theft of most Rental Vehicles when the Card Member uses the Card to pay for the Entire Rental from any Rental Company. Damage to or Theft of a Rental Vehicle coverage is always secondary to any other insurance.

Coverage is worldwide except for vehicles rented in Australia, Italy, New Zealand and any country on the Office of Foreign Assets Control (“OFAC”) sanctioned country list. Coverage will be voided if a Rental Vehicle is rented in any country on the OFAC sanctioned country list.

This Plan does not provide insurance for personal liability, uninsured/underinsured motorists, worker's compensation injuries, disability benefits of any kind, any coverage mandated by government or any other form of insurance coverage except as specifically described in this Description of Coverage.

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### **I. 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.

**Accident** means a motor vehicle incident that results in Damage to the Rental Vehicle.

**Account** means Your American Express® Card on which the record of the charge for the Entire Rental is made.

**Additional Card Member** means a person who has received an American Express Card at the request of a Basic Card Member for use in connection with the Basic Card Member's Account.

**Authorized Driver** means a person listed on the Rental Agreement between the Card Member and the Rental Company, at the time the Card Member takes possession of the Rental Vehicle, who is permitted to operate the Rental Vehicle according to the terms of the Rental Agreement.

**Basic Card Member** means a person who has been issued a United States of America based proprietary American Express Card and who has an Account.

**Card Member** means a person who has been issued a United States of America based proprietary American Express Card, and who has a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands. Card Member must rent the Rental Vehicle, sign the Rental Agreement with the Rental Company and take possession of, or permit an Authorized Driver to take possession of, the Rental Vehicle.



**Common Carrier** 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.

**Common Carrier 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 Card Member or for which a Card Member may benefit that may be used to pay, in full or in part, or otherwise defray or reduce the costs of Rental Vehicle.

**Company** means AMEX Assurance Company.

**Damage** means the effect of any contact with or treatment of the Rental Vehicle which requires repair in order to restore the Rental Vehicle to its pre-rental condition.

**Entire Rental** means the full rental cost for a Rental Vehicle, less any applicable Rental Company discount/coupon applied to the rental rate, charged to an eligible American Express Card and/or combined with American Express Membership Reward Points or American Express Pay with Points programs. Entire Rental does not include fees on a Rental Vehicle defrayed in full or in part with loyalty points from the Rental Companies or Common Carrier Frequent Flyer Miles.

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

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

**Membership Rewards® Points** means credits obtained through the Membership Rewards program available with most American Express Cards, which are earned when making certain purchases with such cards. In some cases, participating Card Members receive a redemption certificate in order to use their Membership Rewards points.

**Pay with Points** is a process that may be available to an individual who accrues American Express Membership Rewards Points and then uses the Membership Rewards Points to pay for travel by converting them to statement credits to off-set some or all of the expense of that travel reflected on the individual's Account statement.

**Permanent Residence** means the one primary dwelling place where the Card Member resides and to which they intend to return, and, if necessary, can be evidenced by a current and active official form of identification. Examples include, but are not limited to: State issued Identification Card, Driver License, and Voter Identification Card.

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

**Policy** means the Group Insurance Master Policy (AX0925) issued by the Company to American Express Travel Related Services Company, Inc.

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

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

**Rental Period** means the period of time during which You rent a Rental Vehicle pursuant to a Rental Agreement.

**Rental Vehicle** means a four-wheeled, two-axle passenger type motor vehicle, designed for and sold to accommodate private passenger transport on public roads, rented to the Card Member by the Rental Company, and intended to be operated by the Card Member or other Authorized Driver by means of a Rental Agreement with the Rental Company.

**Secured** means locked in the trunk of the Rental Vehicle or locked in the seating compartment of the Rental Vehicle with all windows fully closed and all Card Members, Authorized Drivers and Passengers are absent from the vicinity of the Rental Vehicle.

**Theft** means the taking and driving of the Rental Vehicle by a person other than the Card Member or an Authorized Driver without the permission of the Card Member or the Authorized Driver.

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

**Wholesale Book Value** means wholesale or trade-in book value of the rental vehicle based on the National Automobile Dealers Association website at [www.nada.com](http://www.nada.com) or similar source.

**You and Your** means the Card Member.

## **II. ELIGIBILITY AND COVERAGE ACTIVATION**

### **Who is Eligible to Receive Benefits**

You are eligible to receive benefits in accordance with this Description of Coverage if:

1. You are a Basic Card Member or Additional Card Member;
2. You were the person who signed the Rental Agreement;
3. You maintain your Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands; and
4. You have fully activated coverage.

### **How to Activate Coverage**

Coverage for Theft of or Damage to an eligible Rental Vehicle is activated when:

1. You decline the full collision damage waiver (CDW) or similar option, or pay for a partial collision damage waiver, offered by the Rental Company;
2. You or the Authorized Driver is named on the Rental Agreement as the person renting and take control and possession of the Rental Vehicle; and
3. You use Your Account, American Express Membership Reward Points and/or American Express Pay with Points to hold or place a deposit at the time the rental is checked out and to pay for the Entire Rental from the Rental Company. Coverage will not be activated if You pay for any portion of the Rental Vehicle by some other means.

## **III. DESCRIPTION OF BENEFITS**

### **What is Covered**

If Damage to or Theft of a Rental Vehicle occurs while coverage is in effect, the Plan will pay a benefit up to a maximum of \$75,000 per Rental Agreement for:

1. The lesser of:
  - a. the actual cost to repair the Rental Vehicle;
  - b. the Wholesale Book Value of the Rental Vehicle, minus salvage and depreciation costs; or
  - c. the purchase invoice price of the Rental Vehicle, minus salvage and depreciation costs.
2. Reasonable and necessary charges related to the Rental Vehicle subsequent to the Damage or Theft, such as Loss of Use, appraisal fees provided they are supported with verifiable documentation, towing charges (which are not covered by other roadside assistance programs available to the Card Member) and storage, which are charged by the nearest vendor or facility capable of rendering assistance and which are usual and customary in the locale where the Damage or Theft occurred.

Only a Card Member has a legal and equitable right to this insurance benefit available under the Plan.

### **Length of Coverage**

This Plan covers eligible Rental Vehicles for the first 30 consecutive days.

In no event shall coverage be provided for a Rental Vehicle beyond 30 consecutive days from the same Rental Company, regardless of whether the original Rental Agreement is extended, or a new written Rental Agreement is entered into, or a different vehicle is rented.

## **IV. EXCLUSIONS**

### **General Exclusions**

This Plan does not cover losses for which coverage sought was directly or indirectly, wholly or partially contributed to or caused by:

1. war or acts of war (whether declared or undeclared), participation in a felony, riot, civil disturbance, protest or insurrections, service in the armed forces or units auxiliary to it;
2. operation of the Rental Vehicle in violation of the terms and conditions of the Rental Agreement (including but not limited to losses occurring when: a person other than an Authorized Driver was in possession or control of the vehicle; or driving the vehicle outside of the authorized rental territory);
3. costs attributed to the Rental Company's normal course of doing business;
4. illegal activity by the Authorized Driver of the Rental Vehicle;
5. alcohol intoxication on the part of the Authorized Driver of the Rental Vehicle, as defined in the state where the Accident occurred;
6. an Authorized Driver voluntarily taking any drug or acting under the influence or effect of that drug (unless taken as prescribed or administered by a Doctor);
7. off-road operation by the Authorized Driver of the Rental Vehicle;
8. injury of anyone or anything other than the Rental Vehicle; and
9. personal liability, uninsured/underinsured motorists, worker's compensation injuries, disability benefits of any kind, any coverage mandated by government or any other form of insurance coverage except as specifically described in this Description of Coverage.

### **Vehicles Not Covered**

This Plan does not cover rentals of:

1. cargo vans, custom vans, vans with a seating capacity over 8 passengers, cube van or box truck, or any truck that has a gross vehicle weight rating of 10,000 lbs or more;
2. Rental Vehicles which have been customized or modified from the manufacturer's factory specifications except for driver's assistance equipment for the physically challenged;
3. any Rental Vehicles used by an Authorized Driver for commercial or hire purposes;
4. leased or mini-leased vehicles;
5. antique cars, which means cars that are 20 years old or have not been manufactured for 10 or more years;
6. limousines;
7. off-road vehicles, motorcycles, mopeds, recreational vehicles, golf or motorized carts, campers, trailers and any other vehicle which is not a Rental Vehicle; and
8. Rental Vehicles rented in Australia, Italy, New Zealand and any country on the OFAC sanctioned country list.

### **Losses Not Covered**

This Plan does not cover losses caused by or contributed to by, directly or indirectly, wholly or partially:

1. intentional Damage by an Authorized Driver of the Rental Vehicle;
2. Damage that occurred prior to the Rental Period;
3. manufacturing defects in the Rental Vehicle;
4. confiscation by authority;
5. wear and tear, including gradual deterioration;
6. Damage which is due and confined to freezing, mechanical or electrical breakdown or failure unless such Damage results from a Theft covered by the Plan;
7. Theft or Damage to Rental Vehicles that are unlocked or not Secured at the time of Theft or Damage;

8. Theft of or Damage to tires (flats or blowouts), unless Damaged by fire, malicious mischief, vandalism, or stolen, unless the loss is coincident with and from the same cause as other loss covered by the Plan;
9. Damage to any vehicle other than the Rental Vehicle; and
10. Damage to any property other than the Rental Vehicle, owner's property, or items not permanently attached to the Rental Vehicle.

This Plan does not cover, and benefits will not be paid for:

1. sales tax related to repair of damages, unless reimbursement of such sales tax is required by law;
2. value added tax or similar tax, unless reimbursement of such tax is required by law;
3. roadside assistance fees;
4. expenses assumed, waived or paid for by the Rental Company or its insurer;
5. expenses covered by the Card Member's personal vehicle insurer, employer or employer's insurer, Authorized Driver's insurer, or other insurance;
6. diminishment of value; and
7. depreciation, unless reimbursement for depreciation is required by law.

## **V. CLAIMS PROCESS**

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.

### **Notifying Law Enforcement Agency**

Notification of Damage, including vandalism, Theft, or an Accident must be reported to the appropriate law enforcement agency as soon as reasonably possible. This requirement applies regardless of whether the Rental Vehicle is involved with other vehicles. Failure to notify may result in denial of benefits.

### **Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the loss. You or the Authorized Driver may contact the Company by calling toll-free stateside 1-800-338-1670 or, if from overseas, by calling collect 1-216-617-2500. You or the Authorized Driver may also write to Us at Car Rental Loss and Damage Insurance Claims Unit, PO Box 94729, Cleveland, Ohio 44101-4729.

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 Notice of Claim was provided as soon as reasonably possible. At the time You or the Authorized Driver provides Us with Notice of Claim, We will assist with completion of the Proof of Loss by providing instructions and/or documents, which You or the Authorized Driver may have to complete and return to Us. You or the Authorized Driver are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process the claim, determine if benefits are payable and collect amounts recoverable from others. No claim will be denied based upon Your or the Authorized Driver's failure to provide notice within such specified time, unless this failure operates to prejudice Our rights.

### **Proof of Loss**

If required, a claim form will be sent to You or the Authorized Driver after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within sixty (60) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Car Rental Loss and Damage Insurance Claims Unit, PO Box, 94729, Cleveland, Ohio 44101-4729. If the required proof of loss and other documentation is not received within sixty (60) days of the date of loss (except for documentation which has not been furnished for reasons beyond Your or the Authorized Driver's control), coverage may be denied. It is the claimant's responsibility to provide all required documentation.

Required documentation may consist of, but is not limited to:

1. an itemized repair bill;
2. a copy of charge slip for the rental of the Rental Vehicle, Rental Agreement or machine generated receipt to show rental was charged and paid for with an American Express Card;

3. a police report (if applicable);
4. photos of the Damaged Rental Vehicle, if available;
5. a copy of the Card Member's, Authorized Driver's or employer's auto insurance coverage, or a notarized letter stating no insurance;
6. a copy of all claim documents and correspondence, provided by the Rental Company;
7. a copy of the Rental Company's utilization log or other verifiable documentation acceptable to Us;
8. a copy of the driver's license of the Card Member and/or Authorized Driver, unless the driver's license number shows on the Rental Agreement;
9. a copy of the written Rental Agreement, front and back, which documents when the Rental Vehicle was checked out and checked in;
10. information pertaining to other available insurance coverage(s); and
11. any other information reasonably required to process the claim including Our rights to recover from others.

Your or the Authorized Driver's cooperation with issues related to their benefits is required.

#### **Payment of Claims**

A claim for benefits provided by this Plan will be paid within ninety (90) days after Our receipt of satisfactory Proof of Loss documentation and 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.

## **VI. GENERAL PROVISIONS**

#### **Change of Permanent Residence**

You must notify Us as soon as possible if You change Your Permanent Residence. If the change is to a different state, Your Plan provisions may be adjusted to conform to the requirements of that state. We will send any and all notices or Plan related materials to Your last known address on file. If You fail to notify Us of a change in Your Permanent Residence, You may not receive all notices and Plan related materials.

#### **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, the declarations page and any applications, endorsements or riders make up the entire contract. Any statement You or the Authorized Driver 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. Changes shall take effect as of the date a replacement Description of Coverage, if any, is issued or the date otherwise agreed upon by the Master Policyholder and the Company. A copy of the Policy will be maintained and kept by the Master Policyholder and may be examined at any reasonable time upon reasonable notice.

#### **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 the Authorized Driver or by anyone acting on Your or their behalf to obtain benefits, all benefits will be forfeited.

No coverage is provided if You or the Authorized Driver, whether before or after a loss, have:

1. concealed or misrepresented any fact upon which we rely, if the concealment or misrepresentation is material and is made with the intent to deceive; or

2. concealed or misrepresented any fact if the fact misrepresented contributes to the loss.

We may be required to report suspicion of fraudulent activity and/or confirmed fraudulent activity to Your residency state's Department of Insurance.

### **Legal Actions**

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

### **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 any 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.

### **Secondary Coverage**

This Plan is secondary to all other valid and collectible insurance or other sources of indemnity and shall apply only when such other benefits are exhausted. We will pay only that portion of the loss benefit which is not reimbursed by other collectible insurance or other sources of indemnity, up to Our limits, as provided under the Description of Benefits section.

### **When a Card Member has Coverage under similar products underwritten by AMEX Assurance Company**

A Card Member may be covered for similar benefits under different products underwritten by AMEX Assurance Company. If the products state that the similar benefits are either primary or that the benefits are excess, the product with the lower level of benefits will pay first and the other product(s) will provide excess coverage.

### **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.

## **VII. TERMINATION OR CANCELLATION**

Coverage will terminate automatically on the earliest of the following:

1. when the Rental Company resumes control of the Rental Vehicle, or 30 consecutive days after the Rental Vehicle was checked out by You or another Authorized Driver, whichever is earlier;
2. the date You no longer maintain a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands;
3. the date We notify You of our determination that Your enrollment or claims information contains a misrepresentation or fraudulent statement or fails to disclose material information;
4. the date You terminate Your Account and are no longer a Card Member;
5. the date Your Account is cancelled by American Express; or
6. the date the Plan is not available in the location where You maintain a Permanent Residence.

The Company has the right to cancel this Description of Coverage or any endorsement or rider 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. You will be eligible to receive benefits if You fully activated coverage in accordance with this Description of Coverage prior to the effective date of the Company's cancellation.

Termination or cancellation of coverage will not prejudice any claim submitted prior to termination or cancellation subject to all other terms of the Policy.

**VIII. IMPORTANT ADDITIONAL INFORMATION FOR YOU**

The benefits described herein are subject to all of the terms, conditions, and exclusions of the Policy. This Description of Coverage replaces any prior Description of Coverage which may have been furnished in connection with the Policy. For any questions regarding the benefits described in this Description of Coverage, please call 1-800-338-1670 or International Collect 1-216-617-2500, the number listed on the back of Your card, or the number shown on Your card statement.

**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:



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## AMENDATORY ENDORSEMENTS

To be attached to and made a part of the Description of Coverage/Policy.

THIS ENDORSEMENT CHANGES YOUR DESCRIPTION OF COVERAGE/POLICY. PLEASE READ IT CAREFULLY.

### Applicable to Residents of Alabama

1. The **Legal Actions** provision is replaced by the following:

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss documentation has been received by Us. No such action may be brought after six (6) years from the time written Proof of Loss is required to be given.

CRLDI-END1-AL 09/17

### Applicable to Residents of Alaska

1. The opening paragraph to **General Exclusions** and **Losses Not Covered** sections are replaced by the following:

The Plan does not cover losses for which coverage is sought was directly or wholly caused by:

2. The **Payment of Claims** provision is replaced by the following:

A claim for benefits provided by this Plan will be paid within thirty (30) days after Our receipt of satisfactory Proof of Loss documentation and 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.

3. The **Legal Actions** provision is replaced by the following:

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

CRLDI-END1-AK 09/17

### Applicable to Residents of Arkansas

1. The **Legal Actions** provision is replaced by the following:

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

2. The **Right of Recovery** provision is replaced by the following:

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 any 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, only after You have been fully compensated for the loss sustained.

CRLDI-END1-AR 09/17



### Applicable to Residents of Connecticut

1. **General Exclusion** number six (# 6) is deleted in its entirety and replaced by the following:
  6. Any loss caused by the voluntary use of any controlled substance as defined in the Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now of hereafter amended, unless as prescribed by his physician for the insured;
2. The **Subrogation** provision is replaced by the following:

In the event of any payment under this Plan, We shall be subrogated to the extent of such payment to all Your right of recovery. As permitted by law, 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.

CRLDI-END1-CT 09/17

### Applicable to Residents of Georgia

1. The second part to **Losses not Covered** section is replacing number six (# 6) with the following:
  6. diminishment of value, unless reimbursement is required by law; and

CRLDI-END1-GA 09/17

### Applicable to Residents of Kansas

1. **Index Section VII** is replaced by the following:

Cancellation	Section VII
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2. The following is added to the end of **Eligibility and Coverage Activation** section:

#### **When Coverage is No Longer Activated**

Coverage for Theft of or Damage to an eligible Rental Vehicle will become inactive:

1. When the Rental Company resumes control of the Rental Vehicle, or 30 consecutive days after the Rental Vehicle was checked out by You or another Authorized Driver, whichever is earlier;
  2. The date You no longer maintain a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands;
  3. The date We notify You of our determination that Your enrollment or claims information contains a misrepresentation or fraudulent statement or fails to disclose material information;
  4. The date You terminate Your Account and are no longer a Card Member;
  5. The date Your Account is cancelled by American Express; or
  6. The date the Plan is not available in the location where You maintain a Permanent Residence.
3. The **Payment of Claims** section is replaced by the following:

A claim for benefits provided by this Plan will be paid within thirty (30) days after Our receipt of satisfactory Proof of Loss documentation and 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.
  4. The **Fraud** section is replaced by the following:

If any request for benefits made under the Plan is determined to be a fraudulent insurance act, or if any

fraudulent means or devices are used by You or the Authorized Driver or by anyone acting on Your or their behalf to obtain benefits, all benefits will be forfeited.

A "fraudulent insurance act" is an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto

No coverage is provided if You or the Authorized Driver, whether before or after a loss, have:

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

We may be required to report suspicion of fraudulent activity and/or confirmed fraudulent activity to Your residency state's Department of Insurance.

5. The **Legal Actions** section is replaced by the following:

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

6. The **Cancellation** section is replaced by the following:

Coverage may be canceled upon sixty (60) days' written notice to You at Your last known address for one of the following reasons:

1. nonpayment of premium;
2. the policy was issued because of a material misrepresentation;
3. any insured violated any of the material terms and conditions of the policy;
4. unfavorable underwriting factors, specific to the insured, exist that were not present at the inception of the policy;
5. a determination by the commissioner that continuation of coverage could place the insurer in a hazardous financial condition or in violation of the laws of this state; or
6. a determination by the commissioner that the insurer no longer has adequate reinsurance to meet the insurer's needs.

You will be eligible to receive benefits if You fully activated coverage in accordance with this Description of Coverage prior to the effective date of cancellation. You will be eligible to receive benefits if You fully activated coverage in accordance with this Description of Coverage prior to the effective date of the Company's cancellation.

Cancellation of coverage will not prejudice any claim submitted prior to cancellation subject to all other terms of the Policy.

CRLDI-END1-KS 09/17

### **Applicable to Residents of Louisiana**

1. The **Payment of Claims** provision is replaced by the following:

A claim for benefits provided by this Plan will be paid within thirty (30) days after Our receipt of satisfactory Proof of Loss documentation and determination that a claim is payable according to the terms of the Plan.

Any payment made by Us in good faith pursuant to this or any other provision of this Plan will fully discharge Us to the extent of such payment.

2. The **Right to Recovery** provision is replaced by the following:

If the Company makes any payment under this Policy and the Card Member 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 Card Member's right to be fully compensated.

3. The **Subrogation** provision is replaced by the following:

In the event of any payment under this Plan, We shall be subrogated to the extent of such payment to 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.

CRLDI-END1-LA 09/17

### **Applicable to Residents of Maryland**

1. The second paragraph on the first page is replaced by the following:

Coverage is worldwide except for vehicles rented in Australia, Italy, and New Zealand. In addition, pursuant to the economic or trade sanction by United States of America law or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), coverage will not be extended for countries on the OFAC sanctioned county list. Coverage that is in violation of such sanctions, law and regulation will not be covered under the policy.

2. The **Legal Action** provision is replaced by the following:

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

3. The second paragraph of the **Termination or Cancellation** provision is replaced by the following:

The Company has the right to cancel this Description of Coverage or any endorsement or rider at any time by sending a written notice at least sixty (60) days in advance to You at Your last known address, by using first class mail tracking method. The notice will include the reason for cancellation. You will be eligible to receive benefits if You fully activated coverage in accordance with this Description of Coverage prior to the effective date of the Company's cancellation.

CRLDI-END1-MD 09/17

### **Applicable to Residents of Minnesota**

1. The following is hereby added to the **Notice of Claim** provision:

Providing notice to an agent appointed by Us amounts to notice to Us.

2. The **Payment of Claims** provision is replaced by the following:

A claim for benefits provided by this Plan will be paid within five (5) business days after Our receipt of satisfactory Proof of Loss documentation and 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.

3. The following is hereby added to the **Fraud** provision:

No oral or written misrepresentation made by You, or on Your behalf, in the negotiation of insurance, shall be deemed material, or defeat or avoid the policy, or prevent its attaching, unless made with intent to deceive and defraud, or unless the matter misrepresented increases the risk of loss.

4. The following is hereby added to the **Subrogation** provision:

We shall not subrogate against any persons or organizations also insured under Our Plan or under any other Policy issued by Us, with respect to the same loss.

CRLDI-END1-MN 09/17

### **Applicable to Residents of Missouri**

1. The **Legal Actions** section is replaced by the following:

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 ten (10) years from the time written Proof of Loss is required to be given.

2. The **Notice of Claims** section is replaced by the following:

Notice of Claim should be provided to Us within thirty (30) days of the loss. You or the Authorized Driver may contact the Company by calling toll-free stateside 1-800-338-1670 or, if from overseas, by calling collect 1-216-617-2500. You or the Authorized Driver may also write to Us at Car Rental Loss and Damage Insurance Claims Unit, PO Box 94729, Cleveland, Ohio 44101-4729.

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 Notice of Claim was provided as soon as reasonably possible. No claim will be denied based upon the insured's failure to provide notice within such specified time, unless this failure operates to prejudice the rights of the insurer, as per Missouri regulation 20CSR100-1.020. At the time You or the Authorized Driver provides Us with Notice of Claim, We will assist with completion of the Proof of Loss by providing instructions and/or documents, which You or the Authorized Driver may have to complete and return to Us. You or the Authorized Driver are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process the claim, determine if benefits are payable and collect amounts recoverable from others. No claim will be denied based upon Your or the Authorized Driver's failure to provide notice within such specified time, unless this failure operates to prejudice Our rights.

3. The first paragraph of the **Proof of Loss** section is replaced by the following:

If required, a claim form will be sent to You or the Authorized Driver after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within sixty (60) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Car Rental Loss and Damage Insurance Claims Unit, PO Box, 94729, Cleveland, Ohio 44101-4729. If the required proof of loss and other documentation is not received (except for documentation which has not been furnished for reasons beyond Your or the Authorized Driver's control), coverage may be denied. It is the claimant's responsibility to provide all required documentation.

CRLDI-END1-MO 09/17

### Applicable to Residents of Montana

1. The following statement is added to the face page of the Description of Coverage:

**If there is a discrepancy between Policy and the Description of Coverage, the Description of Coverage governs.**

2. **Index Section VII** is replaced by the following:

Cancellation                      Section VII

3. The following is added to the end of **Eligibility and Coverage Activation** section:

#### **When Coverage is No Longer Activated**

Coverage for Theft of or Damage to an eligible Rental Vehicle will become inactive:

1. When the Rental Company resumes control of the Rental Vehicle, or 30 consecutive days after the Rental Vehicle was checked out by You or another Authorized Driver, whichever is earlier;
  2. The date You no longer maintain a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands;
  3. The date We notify You of our determination that Your enrollment or claims information contains a misrepresentation or fraudulent statement or fails to disclose material information;
  4. The date You terminate Your Account and are no longer a Card Member;
  5. The date Your Account is cancelled by American Express; or
  6. The date the Plan is not available in the location where You maintain a Permanent Residence.
4. The **Conformity with State and Federal Law** section is replaced by the following:

#### **Conformity with Montana Statutes**

If a Plan provision does not conform to applicable provisions of Montana statutes, the Plan is hereby amended to comply with such statutes.

5. The **Cancellation** section is replaced by the following:

Coverage may be canceled upon sixty (60) days' written notice to You at Your last known address for one of the following reasons:

1. nonpayment of premium;
2. material misrepresentation;
3. substantial change in the risk assumed, except to the extent that the insurer should reasonably have foreseen the change or contemplated the risk when the contract was written;
4. substantial breaches of contractual duties, conditions, or warranties;
5. determination by the commissioner that continuation of the policy would place the insurer in violation of this code;
6. financial impairment of the insurer; or
7. any other reason approved by the commissioner.

You will be eligible to receive benefits if You fully activated coverage in accordance with this Description of Coverage prior to the effective date of cancellation. You will be eligible to receive benefits if You fully activated coverage in accordance with this Description of Coverage prior to the effective date of the Company's cancellation.

Cancellation of coverage will not prejudice any claim submitted prior to cancellation subject to all other terms of the Policy.

CRLDI-END1-MT 09/17

**Applicable to Residents of Nevada**

1. The **Payment of Claims** provision is replaced by the following:

A claim for benefits provided by this Plan will be paid within thirty (30) days after Our receipt of satisfactory Proof of Loss documentation and determination that a claim is payable according to the terms of the Plan. Any payment made by Us in good faith pursuant to this or any other provision of this Plan will fully discharge Us to the extent of such payment.

2. The second paragraph in the **Company Cancellation** section is replaced by the following:

The Company has the right to cancel this Description of Coverage or any endorsement or rider 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. You will be eligible to receive benefits if You fully activated coverage in accordance with this Description of Coverage prior to the effective date of the Company's cancellation.

CRLDI-END1-NV 09/17

**Applicable to Residents of North Dakota**

1. The Losses Not Covered section is amended to replace the first sentence by the following:

1. intentional Damage by an Authorized Driver of the Rental Vehicle. If an intentional act that causes Damage is due to domestic violence, coverage will not be barred if the Card Member or Authorized Driver is the victim, provided they did not cooperate in or contribute to the Damage and the perpetrator of the Damage is criminally prosecuted for the Damage. Payment to the Card Member or Authorized Driver may be limited to the Card Member's or Authorized Driver's financial interest in the property.

CRLDI-END1-ND 09/17

**Applicable to Residents of Oklahoma**

1. The following disclosure is hereby added to the first page:

Fraud: WARNING: Any person who knowingly, and with the intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance company containing any false, incomplete or misleading information is guilty of a felony.

2. The second paragraph on page one (1) is deleted in its entirety and replaced by the following:

Coverage is worldwide except for vehicles rented in Australia, Italy, New Zealand and any country on the Office of Foreign Assets Control ("OFAC") sanctioned country list. Coverage will be voidable if a Rental Vehicle is rented in any country on the OFAC sanctioned country list.

3. The opening paragraph to **Important Additional Information For You** section is replaced by the following:

The benefits described herein are subject to all of the terms, conditions, and exclusions of the Description of Coverage issued to Card Members whose Permanent Residence is Oklahoma. This Description of Coverage replaces any prior Description of Coverage which may have been furnished in connection with the Policy. For any questions regarding the benefits described in this Description of Coverage, please call 1-800-338-1670 or International Collect 1-216-617-2500, the number listed on the back of Your card, or the number shown on Your card statement.

CRLDI-END1-OK 09/17

**Applicable to Residents of Puerto Rico**

1. The Administrative Office section on the cover page of the document is replaced by the following:

Administrative Office, 20022 N. 31st Ave. MC: 08-01-20 Phoenix AZ 85027

2. The **Policy** definition is replaced by the following:

**Policy** means the Group Insurance Master Policy (AX0925-PR) issued by the Company to American Express Travel Related Services Company, Inc.

3. The **Notice of Claim** provision is replaced by the following:

Notice of Claim should be provided to Us within thirty (30) days of the loss. You or the Authorized Driver may contact the Company by calling toll-free stateside 1-800-338-1670 or, if from overseas, by calling collect 1-216-617-2500. You or the Authorized Driver may also write to Us at Car Rental Loss and Damage Insurance Claims Unit, PO Box 94729, Cleveland, Ohio 44101-4729.

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 Notice of Claim was provided as soon as reasonably possible. At the time You or the Authorized Driver provides Us with Notice of Claim, We will assist with completion of the Proof of Loss by providing instructions and/or documents, which You or the Authorized Driver may have to complete and return to Us. You or the Authorized Driver are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process the claim, determine if benefits are payable and collect amounts recoverable from others. No claim will be denied based upon Your or the Authorized Driver's failure to provide notice within such specified time, unless this failure operates to prejudice Our rights.

4. The first paragraph of the **Proof of Loss** provision is replaced by the following:

If required, a claim form will be sent to You or the Authorized Driver after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within sixty (60) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Car Rental Loss and Damage Insurance Claims Unit, PO Box, 94729, Cleveland, Ohio 44101-4729. If the required proof of loss and other documentation is not received within sixty (60) days of the date of loss (except for documentation which has not been furnished for reasons beyond Your or the Authorized Driver's control), coverage may be denied. It is the claimant's responsibility to provide all required documentation.

5. The following is hereby added to the **Fraud** provision:

Moreover, any person who knowingly and with the intent to defraud provides false information in an insurance application, or presents, assists, or makes a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same incident of damage or loss, will commit a felony and if convicted will be sentenced for each violation with a fine of no less than five thousand (\$5,000) dollars and not exceeding ten thousand (\$10,000) dollars, or be sentenced to prison for a fixed term of three (3) years, or both penalties. In the event of aggravating circumstances, the term could be increased to a maximum of five (5) years; in the event of intervening extenuating circumstances it could be reduced up to a minimum of two (2) years.

6. The paragraph on **Company Cancellation** is hereby replaced by the following:

The Company can cancel this Description of Coverage or any endorsement or rider for the following reasons:

- a. non-Payment of premium by the Master Policyholder; or
- b. a Company decision to stop underwriting this kind of insurance.

The Card Member has the right to know and/or request the grounds on which this Description of Coverage is cancelled. To that effect, the Company must provide sixty (60) days written notice, actually delivered or mailed by certified mail, prior to the date cancellation is effective, indicating in such notice the reason for cancellation. You will be eligible to receive benefits if You fully activated coverage in accordance with this Description of Coverage prior to the effective date of the Company's cancellation. If the Company cancels, the Master Policyholder must assist the Company in notifying Card Members of the date their insurance is cancelled.

- 7. The first paragraph of the **IMPORTANT ADDITIONAL INFORMATION FOR YOU** section is replaced by the following:

The benefits described herein are subject to all of the terms, conditions, and exclusions of the Policy. This Description of Coverage replaces any prior Description of Coverage which may have been furnished in connection with the Policy. For any questions regarding the benefits described in this Description of Coverage, please call 1-800-338-1670 or International Collect 1-216-617-2500, the number listed on the back of Your card, or the number shown on Your card statement.

CRLDI-END1-PR 09/17

**Applicable to Residents of South Dakota**

- 1. The **Legal Actions** provision is replaced by the following:

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 six (6) years from the time written Proof of Loss is required to be given.

CRLDI-END1-SD 09/17

**Applicable to Residents of United States Virgin Islands**

- 1. The **Policy** definition is replaced by the following:

**Policy** means the Group Insurance Master Policy (AX0925-VI) issued by the Company to American Express Travel Related Services Company, Inc.

- 2. The **Payment of Claims** section is replaced by the following:

**Payment of Claims**

A claim for benefits provided by this Plan will be paid within thirty (30) days after Our receipt of satisfactory Proof of Loss documentation and 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.

- 3. The paragraph on **Company Cancellation** is hereby replaced by the following:

The Company can cancel this Description of Coverage or any endorsement or rider at any time for any reason including but not necessarily limited to:

- a. non-Payment of premium by the Master Policyholder;
- b. high loss experience; or
- c. a Company decision to stop underwriting this kind of insurance.

The Card Member has the right to know and/or request the grounds on which this Description of Coverage



is cancelled. To that effect, the Company must provide thirty (30) days written notice, actually delivered or mailed by certified mail, prior to the date cancellation is effective, indicating in such notice the reason for cancellation. You will be eligible to receive benefits if You fully activated coverage in accordance with this Description of Coverage prior to the effective date of the Company's cancellation. If the Company cancels, the Master Policyholder must assist the Company in notifying Card Members of the date their insurance is cancelled.

CRLDI-END1-VI 09/17

### Applicable to Residents of Utah

1. The opening paragraph to **General Exclusions** and **Losses Not Covered** sections are replaced by the following:

The Plan does not cover losses for which coverage is sought was directly or wholly caused by:

2. The following is hereby added to the **Proof of Loss** provision:

Failure to provide Proof of Loss within sixty (60) days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if it can be shown that proof of loss was provided as soon as reasonably possible. No claim will be denied based upon Your or the Authorized Driver's failure to provide proof of loss within such specified time, unless this failure operates to prejudice Our rights.

3. The **Payment of Claims** provision is replaced by the following:

A claim for benefits provided by this Plan will be paid within thirty (30) days after Our receipt of satisfactory Proof of Loss documentation and 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.

4. The **Legal Actions** provision is replaced by the following:

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

CRLDI-END1-UT 09/17

### Applicable to Residents of Vermont

1. **General Exclusion** number five (# 5) is deleted in its entirety.
2. **General Exclusion** number six (# 6) is replaced by the following:
  6. an Authorized Driver voluntarily taking any illegal drugs or legal drugs illegally used or acting under the influence or effect of that drug (unless taken as prescribed or administered by a Doctor);
3. Number one (#1) of the **Losses Not Covered** provision is replaced by the following:
  1. Intentional damage committed or directed by the Card Member or Authorized Driver
4. The first paragraph of the **Notice of Claim** provision is replaced by the following:

Notice of Claim should be provided to Us within thirty (30) days of the loss or as soon as practicable. You or the Authorized Driver may contact the Company by calling toll-free stateside 1-800-338-1670 or, if from

overseas, by calling collect 1-216-617-2500. You or the Authorized Driver may also write to Us at Car Rental Loss and Damage Insurance Claims Unit, PO Box 94729, Cleveland, Ohio 44101-4729.

5. The **Payment of Claims** provision is replaced by the following:

A claim for benefits provided by this Plan will be paid within ten (10) days after Our receipt of satisfactory Proof of Loss documentation and 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.

6. The **Legal Action** provision is replaced by the following:

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after three (3) years from the time written Proof of Loss is required to be given. However, your right to bring legal action against us is not conditioned upon your compliance with the provision of the appraisal condition.

CRLDI-END1-VT 09/17

#### **Applicable to Residents of Washington**

1. The opening paragraph to **General Exclusions** and **Losses Not Covered** sections are replaced by the following:

The Plan does not cover losses for which coverage is sought was directly or wholly caused by:

2. The **Payment of Claims** section is replaced by the following:

##### **Payment of Claims**

A claim for benefits provided by this Plan will be paid within thirty (30) days after Our receipt of satisfactory Proof of Loss documentation and 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.

3. The **Termination or Cancellation** section is amended to replace number three (3) by the following:

3. the date We notify You of our determination that Your enrollment or claims information contains an intentional misrepresentation or intentional fraudulent statement or intentionally fails to disclose material information;

CRLDI-END1-WA 09/17

#### **Applicable to Residents of West Virginia**

1. The **Payment of Claims** provision is replaced by the following:

A claim for benefits provided by this Plan will be paid within fifteen (15) days after Our receipt of satisfactory Proof of Loss documentation and 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.

CRLDI-END1-WV 09/17

#### **Applicable to Residents of Wyoming**

1. The **Payment of Claims** section is replaced by the following:

**Payment of Claims**

A claim for benefits provided by this Plan will be paid within forty-five (45) days after Our receipt of satisfactory Proof of Loss documentation and determination that a claim is payable according to the terms of the Plan. Any payment made by Us in good faith pursuant to this or any other provision of this Plan will fully discharge Us to the extent of such payment.

- 2. The **Legal Actions** section is replaced by the following:

**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 four (4) years from the time written Proof of Loss is required to be given.

CRLDI-END1-WY 09/17

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED.



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT RIDER

To be attached to and made part of the Description of Coverage/Policy.

### A. DEFINITIONS

The following defined terms are added to the **Definitions** section:

**Accidental Death** means the death of a Card Member, Authorized Driver, or Passenger that is a direct result of an Accident. An Accidental Death may neither, directly or indirectly, wholly or partially, result from nor be caused or contributed to by a disease, illness or infirmity, nor the ingestion, injection or inhalation of any substance.

**Dismemberment** means with reference to:

1. an adjoining thumb and index finger, complete and permanent severance of both appendages through or above the joint where they meet the hand at the palm as a result of an Accident;
2. a hand or foot, complete and permanent severance through or above the wrist or ankle joint as a result of an Accident;
3. an eye, the irrecoverable loss of the entire sight as a result of an Accident;
4. speech, complete and irrecoverable loss of speech as a result of an Accident; or
5. hearing, complete and irrecoverable loss of hearing in both ears as a result of an Accident.

**Domestic Partner** means a person 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 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 lease, common bank accounts, credit cards, investments, or insurance.

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Preexisting Condition** is an injury or other medical condition that existed, or for which the Card Member, Authorized Driver, or Passenger was treated or received medical advice, before an Accident.

### B. ELIGIBILITY AND COVERAGE ACTIVATION

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Accidental Death and Dismemberment Benefit Rider**.

The following is added to the **How to Activate Coverage** section:

Coverage for Accident Death and Dismemberment is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and

2. the Card Member declines the Personal Accident Insurance coverage and/or similar options offered by the Rental Company.

**C. DESCRIPTION OF BENEFITS**

The following is added to the **What is Covered** section:

The Card Member, Authorized Drivers and Passengers are insured for an Accidental Death or Accidental Dismemberment that is a direct result of an Accident that occurs while riding within the Rental Vehicle.

If a Card Member, Authorized Driver, or Passenger suffers an Accidental Death, the Plan will pay to the beneficiary of that person \$200,000 if they are the Card Member and \$20,000 if they are an Authorized Driver or Passenger.

If a Card Member, Authorized Driver, or Passenger suffers Dismemberment, the Plan will pay to that person the benefit amount as determined from the Table of Losses for Dismemberment below. The table describes the percentage of the Accidental Death benefit, for which the Card Member, Authorized Driver, or Passenger will pay to such person who suffers Dismemberment:

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

Accidental Death or Dismemberment must occur within 365 days of the Accident.

With respect to the **Accidental Injury Benefit** and the **Accidental Death or Dismemberment Benefit**, for any one Accident resulting in Accidental Injury, Accidental Death or Dismemberment which merits payment under either or both of these two benefits, the maximum payment will not exceed \$300,000 for all Card Members, Authorized Drivers, or Passengers affected by any one Accident. The maximum payment will be apportioned to each person or to each person's beneficiary in the amount proportionate to the limit for which they were insured.

Only a Card Member, Authorized Driver, Passenger, and beneficiary have a legal and equitable right to this insurance benefit available under the Plan.

**D. EXCLUSIONS**

The **Injury** exclusion is replaced with:

Injury to anyone or anything other than the Rental Vehicle, except coverage for a Card Member, Authorized Driver, or Passenger described under the **Accidental Death and Dismemberment Benefit Rider**.

The following is added to the **Losses Not Covered** section:

With respect to the **Accidental Death and Dismemberment benefit**, Car Rental Loss and Damage Insurance does not cover losses caused or contributed to by, directly or indirectly, wholly or partially:

1. Preexisting Conditions;

2. suicide or self-destruction or any attempt thereat, intentionally self-inflicted Injury, suicide or any attempt thereat;
3. any disease, illness, or infirmity; and
4. team sports or racing.

## E. CLAIMS PROCESS

The following is added to the **Payment of Claims** provision:

Benefits for loss of life of a Card Member will be paid to the designated beneficiary. Benefits for all other losses sustained by a Card Member will be paid to the Card Member, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and they have failed to specify the beneficiaries' respective interests, the designated beneficiaries shall share equally. If no beneficiary has been designated, or if the designated beneficiary does not survive the Card Member the benefits will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. spouse or Domestic Partner;
2. children, equally per stirpes; or
3. the estate.

Benefits for all losses sustained by an Authorized Driver or Passenger will be paid to the Authorized Driver or Passenger, if living, or otherwise will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. spouse or Domestic Partner;
2. children, equally per stirpes; or
3. the estate.

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon any such affidavit shall fully discharge the Company from all obligations under the Plan unless, before such payment is made, the Company has received at its Administrative Office written notice of a valid claim by some other person. Any amount payable to a minor may be paid to the minor's legal guardian.

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

## F. GENERAL PROVISIONS

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

For the benefits described under the **Accidental Death and Dismemberment Benefit Rider**, the **Secondary Coverage** provision is hereby deleted.

The following provisions are added to the **General Provisions** section:

### **Physical Examination and Autopsy**

The Company has the right, at its expense, to have the Card Member, Authorized Driver, or Passenger for whom a request for benefits is pending, examined as often as reasonable. The Company may require an autopsy, at its expense, unless the law forbids it. Card Member, Authorized Driver, or Passenger cooperation with issues related to the benefits is required. Failure to cooperate may result in denial of benefits.

### **Beneficiary**

The Basic Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not Additional Card Members. An Additional Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not also the Basic Card Member, the Basic Card Member's spouse or Domestic partner or children, or Additional Card Members.

No one else may designate or change a previously designated beneficiary. For such designation or change to become effective, a written request, on a form satisfactory to the Company, must be filed with the Company. Such designation or change will take effect as of the date it was signed by the Card Member, provided it has been received by the Company, but any payment of proceeds made by the Company prior to receipt of such designation or change shall fully discharge the Company to the extent of such payment.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED.



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## ACCIDENTAL INJURY BENEFIT RIDER

To be attached to and made part of the Description of Coverage/Policy.

### A. DEFINITIONS

The following defined terms are added to the **Definitions** section:

**Accidental Injury** means bodily injury to a Card Member, Authorized Driver, or Passenger that is a direct result of an Accident. An Accidental Injury may neither, directly or indirectly, wholly or partially, result from nor be caused or contributed to by a disease, illness or infirmity, nor by the voluntary ingestion, injection or inhalation of any substance.

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

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

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Physician or Dentist** means a licensed practitioner of the healing arts who acts within the scope of his or her license for the service or treatment given. The treating Physician or Dentist may not be the Card Member's, Authorized Driver's, or Passenger's Family Member or anyone else related to them by blood.

**Preexisting Condition** is an injury or other medical condition that existed, or for which the Card Member, Authorized Driver, or Passenger was treated or received medical advice, before an Accident.

### B. ELIGIBILITY AND COVERAGE ACTIVATION

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Accidental Injury Benefit Rider**.

The following is added to the **How to Activate Coverage** section:

Coverage for Accidental Injury is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and
2. the Card Member declines the Personal Accident Insurance coverage and/or similar options offered by the Rental Company.

### C. DESCRIPTION OF BENEFITS

The following is added to the **What is Covered** section:



If a Card Member, Authorized Driver, or Passenger suffers an Accidental Injury, the Plan will pay a secondary benefit up to a maximum of \$5,000 for the treatment and supplies that are Medically Necessary, only when all insurance otherwise available to them is not sufficient and meets the following conditions:

1. Medically Necessary treatment must begin within 90 days of the Accident that caused the Accidental Injury and must be completed within 52 weeks after the Accident; and
2. the charges for Medically Necessary treatment are usual and customary up to the benefit maximum for each Card Member, Authorized Driver, and Passenger.

The Card Member, Authorized Drivers and Passengers are insured only while riding in, getting into or getting out of the Rental Vehicle.

With respect to the **Accidental Injury Benefit** and the **Accidental Death or Dismemberment Benefit**, for any one Accident resulting in Accidental Injury, Accidental Death or Dismemberment which merits payment under either or both of these two benefits, the maximum payment will not exceed \$300,000 for all Card Members, Authorized Drivers, or Passengers affected by any one Accident. The maximum payment will be apportioned to each person or to each person's beneficiary in the amount proportionate to the limit for which they were insured.

Only a Card Member, Authorized Driver, and Passenger have a legal and equitable right to this insurance benefit available under the Plan.

#### **D. EXCLUSIONS**

The **Injury** exclusion is replaced with:

Injury to anyone or anything other than the Rental Vehicle, except coverage for a Card Member, Authorized Driver, or Passenger described under the **Accidental Injury Benefit Rider**.

The following is added to the **Losses Not Covered** section:

With respect to **Accidental Injury benefit**, Car Rental Loss and Damage Insurance does not cover losses caused or contributed to by, directly or indirectly, wholly or partially:

1. Preexisting Conditions;
2. suicide or self-destruction or any attempt thereat, intentionally self-inflicted Injury, suicide or any attempt thereat;
3. any disease, illness, or infirmity; and
4. team sports or racing.

With respect to **Accidental Injury benefit**, Car Rental Loss and Damage Insurance does not cover, and benefits will not be paid for, dental treatment, eyeglasses, contact lenses or exams, hearing aids, or prosthetic limbs.

#### **E. GENERAL PROVISIONS**

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

The following is provision is added to the **General Provisions** section:

##### **Physical Examination and Autopsy**

The Company has the right, at its expense, to have the Card Member, Authorized Driver, or Passenger for whom a request for benefits is pending, examined as often as reasonable. The Company may require an autopsy, at its expense, unless the law forbids it. Card Member, Authorized Driver, or Passenger cooperation with issues related to the determination of benefits is required. Failure to cooperate may result in denial of benefits.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED0



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## PERSONAL PROPERTY BENEFIT RIDER

To be attached to and made part of the Description of Coverage/Policy.

### A. DEFINITIONS

The following defined terms are added to the **Definitions** section:

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Personal Property** means any property that accompanies Card Member, Authorized Driver or Passenger when entering the Rental Vehicle or that is Secured in the Rental Vehicle when such person is not sitting in or riding in the Rental Vehicle.

For purposes of this **Personal Property Benefit Rider**, the **Damage** and **Theft** definitions located under the **Definitions** section are replaced by the following:

**Damage** means any alteration or destruction of Personal Property which necessitates repair or replacement.

**Theft** means the taking of Secured Personal Property, without the permission of the Card Member, Authorized Driver, or Passenger who owns the Personal Property.

### B. ELIGIBILITY AND COVERAGE ACTIVATION

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Personal Property Benefit Rider**.

### C. DESCRIPTION OF BENEFITS

The following is added to the **How to Activate Coverage** section:

Coverage for Personal Effects is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and
2. the Card Member declines the Personal Effects coverage and/or similar options offered by the Rental Company.

The following is added to the **What is Covered** section:

Personal Property that a Card Member, Authorized Driver, or a Passenger brings with him or her is covered for Theft or Damage which is not paid by other insurance. This insurance will reimburse the Card Member, Authorized Driver, or Passenger the lesser of the following: 1) the actual cash value at the time of loss (replacement cost less depreciation) as determined by Company; 2) the cost of repair; or 3) the cost of replacement. Personal Property for each Card Member, Authorized Driver, and Passenger are covered for up to \$1,000 and is subject to a per Accident maximum of \$2,000. The Card Member, Authorized Driver, and Passenger's Personal Property is covered only while Secured in, being Secured in the Rental Vehicle, or being removed from the Rental Vehicle.

Only a Card Member, Authorized Driver, and Passenger have a legal and equitable right to this insurance benefit available under the Plan.

**D. EXCLUSIONS**

The following is added to the **Losses Not Covered** section:

With respect to **Personal Property**, Car Rental Loss and Damage Insurance does not cover losses caused or contributed to by, directly or indirectly, wholly or partially:

1. animals, or living plants;
2. furniture;
3. travelers checks, tickets of any kind, negotiable instruments (including, but not limited to, gift certificates, gift cards and gift checks), cash or its equivalent, rare stamps or coins, documents;
4. sporting equipment;
5. art; and
6. items stolen from a Rental Vehicle that is not Secured.

**E. GENERAL PROVISIONS**

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED.



Jonathan T. Moore  
President  
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## AMENDATORY ENDORSEMENTS

To be attached to and made a part of the Benefit Rider(s).

THIS ENDORSEMENT CHANGES YOUR BENEFIT RIDER(S). PLEASE READ IT CAREFULLY.

### Applicable to Residents of Alaska

1. The opening paragraph to **Losses Not Covered** section is replaced by the following:

The benefit described in the Benefit Rider(s) do(es) not cover losses for which coverage is sought was directly or wholly caused by:

CRLDI-END1-RDR-AK 09/17

### Applicable to Residents of Connecticut

The following amendment is made to the **Accidental Death and Dismemberment Benefit Rider**:

1. The **Definition** section is amended to replace **Accidental Death** by the following:

**Accidental Death** means the death of a Card Member, Authorized Driver, or Passenger that is a direct result of an Accident. An Accidental Death may neither, directly or indirectly, wholly or partially, result from nor be caused or contributed to by a disease, illness or infirmity.

The following amendments are made to the **Accidental Injury Benefit Rider**:

1. The **Definitions** section is amended to remove and replace the following:

**Accidental Injury** means bodily injury to a Card Member, Authorized Driver, or Passenger that is a direct result of an Accident. An Accidental Injury may neither, directly or indirectly, wholly or partially, result from nor be caused or contributed to by a disease, illness or infirmity.

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

1. recommended and approved by a Physician or Dentist acting within the scope of his or her license;
2. in accordance with generally accepted standards of medical practice;
3. clinically appropriate, in terms of type, frequency, extent, site and duration and considered effective for the Card Member's, Authorized Driver's or Passenger's illness, injury or disease; and
4. not primarily for the convenience of the Card Member, Authorized Driver or Passenger, Physician, Dentist or other health care provider and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.

CRLDI-END1-RDR-CT 09/17

### Applicable to Residents of Louisiana

1. The definition of **Domestic Partner** is hereby removed from the **Definitions** section of the Accidental Death and Dismemberment Benefit Rider.
2. All references to **Domestic Partner** are hereby removed from the **Claims Process** and **General Provisions** sections of the Accidental Death and Dismemberment Benefit Rider.

CRLDI-END1-RDR-LA 09/17

### Applicable to Residents of Montana

1. The following amendments are made to the **Accidental Injury Benefit Rider**:

The **Definitions** section is amended to remove the definition of **Medically Necessary**.

The **Description of Benefits** section is amended to replace the second paragraph by the following:

If a Card Member, Authorized Driver, or Passenger suffers an Accidental Injury, the Plan will pay a secondary benefit up to a maximum of \$5,000 for the treatment and supplies that are prescribed by a Physician or Dentist, only when all insurance otherwise available to them is not sufficient and meets the following conditions:

1. treatment must begin within 90 days of the Accident that caused the Accidental Injury and must be completed within 52 weeks after the Accident; and
  2. the charges for treatment are usual and customary up to the benefit maximum for each Card Member, Authorized Driver, and Passenger.
2. The following amendments are made to the **Accidental Death and Dismemberment and Accidental Injury Benefit Rider(s)**:

The **Definitions** section is amended to replace the definition of **Preexisting Condition** by the following:

**Preexisting Condition** is an injury or other medical condition that existed, or for which the Card Member, Authorized Driver, or Passenger was recommended to be treated, was treated or received medical advice, diagnosis, or care during the 180 days before an Accident. Pregnancy shall not be considered a Preexisting Condition.

CRLDI-END1-RDR-MT 09/17

### Applicable to Residents of New Hampshire

The following amendments are made to the **Accidental Death and Dismemberment Benefit Rider**:

1. Paragraph number two (2) in the **What is Covered** section is replaced by:

If a Card Member, Authorized Driver, or Passenger suffers an Accidental Death, the Plan will pay to the beneficiary of that person \$20,000 if they are the Card Member and \$2,000 if they are an Authorized Driver or Passenger.

The following amendments are made to the **Accidental Death and Dismemberment and Accidental Injury Benefit Riders**:

Paragraph number five (5) in the **What is Covered** section is replaced by:

1. With respect to the **Accidental Injury Benefit** and the **Accidental Death or Dismemberment Benefit**, for any one Accident resulting in Accidental Injury, Accidental Death or Dismemberment which merits payment under either or both of these two benefits, the maximum payment will not exceed \$50,000 for all Card Members, Authorized Drivers, or Passengers affected by any one Accident. The maximum payment will be apportioned to each person or to each person's beneficiary in the amount proportionate to the limit for which they were insured.

CRLDI-END1-RDR-NH 09/17

### Applicable to Residents of Vermont

The following amendment is made to the **Accidental Death and Dismemberment Benefit Rider**:

1. The **Definition** section is amended to add the following:

**Spouse** means a person to whom the Card Member is married or with whom the Card Member entered into a Civil Union under Vermont law.

All references to **spouse** are hereby added as defined terms throughout the Benefit Rider.

The following amendment is made to the **Accidental Injury Benefit Rider**:

1. The **Description of Benefits** provision is amended to replace the second paragraph by the following:

If a Card Member, Authorized Driver, or Passenger suffers an Accidental Injury, the Plan will pay up to a benefit maximum of \$5,000 for the treatment and supplies that are Medically Necessary, only when all insurance otherwise available to them is not sufficient and meets the following conditions:

1. Medically Necessary treatment must begin within 90 days of the Accident that caused the Accidental Injury and must be completed within 3 years after the Accident; and
2. the charges for Medically Necessary treatment are reasonable and necessary up to the benefit maximum for each Card Member, Authorized Driver, and Passenger.

2. The **General Provisions** section is amended to add the paragraph below:

For the benefits described under the **Accidental Injury Benefit Rider**, the **Secondary Coverage** provision is hereby deleted.

The following amendment is made to the **Accidental Death and Dismemberment Benefit Rider** and **Accidental Injury Benefit Rider**:

1. The **Physical Examination and Autopsy** provision is amended and replaced by the following:

The Company has the right, at its expense, to have the Card Member, Authorized Driver, or Passenger for whom a request for benefits is pending, examined as often as reasonable. The Company may require an autopsy, at its expense, unless the law or your religion forbids it. Card Member, Authorized Driver, or Passenger cooperation with issues related to the determination of benefits is required. Failure to cooperate may result in denial of benefits.

CRLDI-END1-RDR-VT 09/17

### **Applicable to Residents of Washington**

1. The following amendments are made to the **Accidental Death and Dismemberment Benefit Rider**:

The definition of **Accidental Death** is replaced by the following:

**Accidental Death** means the death of a Card Member, Authorized Driver, or Passenger that is a direct result of an Accident. An Accidental Death may neither, directly or wholly, result from nor be caused or contributed to by a disease, illness or infirmity, nor the ingestion, injection or inhalation of any substance.

The opening paragraph to the **Losses not Covered** section is replaced by the following:

The benefit described in the Benefit Rider(s) do(es) not cover losses for which coverage is sought was directly or wholly caused by:

2. The following amendments are made to the **Accidental Injury Benefit Rider**:

The definition of **Accidental Injury** is replaced by the following:

**Accidental Injury** means bodily injury to a Card Member, Authorized Driver, or Passenger that is a direct result of an Accident. An Accidental Injury may neither, directly or wholly, result from nor be caused or contributed to by a disease, illness or infirmity, nor by the voluntary ingestion, injection or inhalation of any substance.

The opening paragraph to the **Losses not Covered** section is replaced by the following:

The benefit described in the Benefit Rider(s) do(es) not cover losses for which coverage is sought was directly or wholly caused by:

3. The following amendment is made to the **Personal Property Benefit Rider**:

The **Losses Not Covered** section is updated to replace the first paragraph by the following:

With respect to **Personal Property**, Car Rental Loss and Damage Insurance does not cover, and benefits will not be paid for:

CRLDI-END1-RDR-WA 09/17

ALL OTHER TERMS AND CONDITIONS OF THE BENEFIT RIDER(S) REMAIN UNCHANGED.



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## **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT RIDER**

To be attached to and made part of the Description of Coverage/Policy.

### **A. DEFINITIONS**

The following defined terms are added to the **Definitions** section:

**Accidental Death** means the death of a Card Member, Authorized Driver, or Passenger that is a direct result of an Accident. An Accidental Death may neither, directly or indirectly, wholly or partially, result from nor be caused or contributed to by a disease, illness or infirmity, nor the ingestion, injection or inhalation of any substance.

**Dismemberment** means with reference to:

1. an adjoining thumb and index finger, complete and permanent severance of both appendages through or above the joint where they meet the hand at the palm as a result of an Accident;
2. a hand or foot, complete and permanent severance through or above the wrist or ankle joint as a result of an Accident;
3. an eye, the irrecoverable loss of the entire sight as a result of an Accident;
4. speech, complete and irrecoverable loss of speech as a result of an Accident; or
5. hearing, complete and irrecoverable loss of hearing in both ears as a result of an Accident.

**Domestic Partner** means a person 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 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 lease, common bank accounts, credit cards, investments, or insurance.

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Preexisting Condition** is an injury or other medical condition that existed, or for which the Card Member, Authorized Driver, or Passenger was treated or received medical advice, before an Accident.

### **B. ELIGIBILITY AND COVERAGE ACTIVATION**

Number one (1) of the **Who is Eligible to Receive Benefits** section is replaced with the following:

1. You are a Basic Card Member or Additional Card Member with a premier, consumer or business card type.

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Accidental Death and Dismemberment Benefit Rider**.

The following is added to the **How to Activate Coverage** section:

Coverage for Accident Death and Dismemberment is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and
2. the Card Member declines the Personal Accident Insurance coverage and/or similar options offered by the Rental Company.

**C. DESCRIPTION OF BENEFITS**

The following is added to the **What is Covered** section:

The Card Member, Authorized Drivers and Passengers are insured for an Accidental Death or Accidental Dismemberment that is a direct result of an Accident that occurs while riding within the Rental Vehicle.

If a Card Member, Authorized Driver, or Passenger suffers an Accidental Death, the Plan will pay to the beneficiary of that person \$200,000 if they are the Card Member and \$20,000 if they are an Authorized Driver or Passenger.

If a Card Member, Authorized Driver, or Passenger suffers Dismemberment, the Plan will pay to that person the benefit amount as determined from the Table of Losses for Dismemberment below. The table describes the percentage of the Accidental Death benefit, for which the Card Member, Authorized Driver, or Passenger will pay to such person who suffers Dismemberment:

<u><b>Table of Losses</b></u>	
Both Hands or Both Feet.....	100%
Sight of Both Eyes.....	100%
One Hand and One Foot.....	100%
Either Hand or Foot and Sight of One Eye .....	100%
Speech and Hearing in Both Ears.....	100%
Either Hand or Foot.....	50%
Sight of One Eye .....	50%
Speech .....	50%
Hearing in Both Ears .....	50%
Thumb and Index Finger of the Same Hand.....	25%

Accidental Death or Dismemberment must occur within 365 days of the Accident.

With respect to the **Accidental Injury Benefit** and the **Accidental Death or Dismemberment Benefit**, for any one Accident resulting in Accidental Injury, Accidental Death or Dismemberment which merits payment under either or both of these two benefits, the maximum payment will not exceed \$300,000 for all Card Members, Authorized Drivers, or Passengers affected by any one Accident. The maximum payment will be apportioned to each person or to each person's beneficiary in the amount proportionate to the limit for which they were insured.

Only a Card Member, Authorized Driver, Passenger, and beneficiary have a legal and equitable right to this insurance benefit available under the Plan.

**D. EXCLUSIONS**

The **Injury** exclusion is replaced with:

Injury to anyone or anything other than the Rental Vehicle, except coverage for a Card Member, Authorized Driver, or Passenger described under the **Accidental Death and Dismemberment Benefit Rider**.

The following is added to the **Losses Not Covered** section:

With respect to the **Accidental Death and Dismemberment benefit**, Car Rental Loss and Damage Insurance does not cover losses caused or contributed to by, directly or indirectly, wholly or partially:

1. Preexisting Conditions;
2. suicide or self-destruction or any attempt thereat, intentionally self-inflicted Injury, suicide or any attempt thereat;
3. any disease, illness, or infirmity; and
4. team sports or racing.

## E. CLAIMS PROCESS

The following is added to the **Payment of Claims** provision:

Benefits for loss of life of a Card Member will be paid to the designated beneficiary. Benefits for all other losses sustained by a Card Member will be paid to the Card Member, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and they have failed to specify the beneficiaries' respective interests, the designated beneficiaries shall share equally. If no beneficiary has been designated, or if the designated beneficiary does not survive the Card Member the benefits will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. spouse or Domestic Partner;
2. children, equally per stirpes; or
3. the estate.

Benefits for all losses sustained by an Authorized Driver or Passenger will be paid to the Authorized Driver or Passenger, if living, or otherwise will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. spouse or Domestic Partner;
2. children, equally per stirpes; or
3. the estate.

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon any such affidavit shall fully discharge the Company from all obligations under the Plan unless, before such payment is made, the Company has received at its Administrative Office written notice of a valid claim by some other person. Any amount payable to a minor may be paid to the minor's legal guardian.

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

## F. GENERAL PROVISIONS

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

For the benefits described under the **Accidental Death and Dismemberment Benefit Rider**, the **Secondary Coverage** provision is hereby deleted.

The following provisions are added to the **General Provisions** section:

### **Physical Examination and Autopsy**

The Company has the right, at its expense, to have the Card Member, Authorized Driver, or Passenger for whom a request for benefits is pending, examined as often as reasonable. The Company may require an autopsy, at its expense, unless the law forbids it. Card Member, Authorized Driver, or Passenger cooperation with issues related to the benefits is required. Failure to cooperate may result in denial of benefits.

**Beneficiary**

The Basic Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not Additional Card Members. An Additional Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not also the Basic Card Member, the Basic Card Member's spouse or Domestic partner or children, or Additional Card Members.

No one else may designate or change a previously designated beneficiary. For such designation or change to become effective, a written request, on a form satisfactory to the Company, must be filed with the Company. Such designation or change will take effect as of the date it was signed by the Card Member, provided it has been received by the Company, but any payment of proceeds made by the Company prior to receipt of such designation or change shall fully discharge the Company to the extent of such payment.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED.



Jonathan T. Moore  
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Mark W. Musser  
Secretary  
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## ACCIDENTAL INJURY BENEFIT RIDER

To be attached to and made part of the Description of Coverage/Policy.

### A. DEFINITIONS

The following defined terms are added to the **Definitions** section:

**Accidental Injury** means bodily injury to a Card Member, Authorized Driver, or Passenger that is a direct result of an Accident. An Accidental Injury may neither, directly or indirectly, wholly or partially, result from nor be caused or contributed to by a disease, illness or infirmity, nor by the voluntary ingestion, injection or inhalation of any substance.

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

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

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Physician or Dentist** means a licensed practitioner of the healing arts who acts within the scope of his or her license for the service or treatment given. The treating Physician or Dentist may not be the Card Member's, Authorized Driver's, or Passenger's Family Member or anyone else related to them by blood.

**Preexisting Condition** is an injury or other medical condition that existed, or for which the Card Member, Authorized Driver, or Passenger was treated or received medical advice, before an Accident.

### B. ELIGIBILITY AND COVERAGE ACTIVATION

Number one (1) of the **Who is Eligible to Receive Benefits** section is replaced with the following:

1. You are a Basic Card Member or Additional Card Member with a premier, consumer or business card type.

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Accidental Injury Benefit Rider**.

The following is added to the **How to Activate Coverage** section:

Coverage for Accidental Injury is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and
2. the Card Member declines the Personal Accident Insurance coverage and/or similar options offered by the Rental Company.

### C. DESCRIPTION OF BENEFITS

The following is added to the **What is Covered** section:

If a Card Member, Authorized Driver, or Passenger suffers an Accidental Injury, the Plan will pay a secondary benefit up to a maximum of \$5,000 for the treatment and supplies that are Medically Necessary, only when all insurance otherwise available to them is not sufficient and meets the following conditions:

1. Medically Necessary treatment must begin within 90 days of the Accident that caused the Accidental Injury and must be completed within 52 weeks after the Accident; and
2. the charges for Medically Necessary treatment are usual and customary up to the benefit maximum for each Card Member, Authorized Driver, and Passenger.

The Card Member, Authorized Drivers and Passengers are insured only while riding in, getting into or getting out of the Rental Vehicle.

With respect to the **Accidental Injury Benefit** and the **Accidental Death or Dismemberment Benefit**, for any one Accident resulting in Accidental Injury, Accidental Death or Dismemberment which merits payment under either or both of these two benefits, the maximum payment will not exceed \$300,000 for all Card Members, Authorized Drivers, or Passengers affected by any one Accident. The maximum payment will be apportioned to each person or to each person's beneficiary in the amount proportionate to the limit for which they were insured.

Only a Card Member, Authorized Driver, and Passenger have a legal and equitable right to this insurance benefit available under the Plan.

### D. EXCLUSIONS

The **Injury** exclusion is replaced with:

Injury to anyone or anything other than the Rental Vehicle, except coverage for a Card Member, Authorized Driver, or Passenger described under the **Accidental Injury Benefit Rider**.

The following is added to the **Losses Not Covered** section:

With respect to **Accidental Injury benefit**, Car Rental Loss and Damage Insurance does not cover losses caused or contributed to by, directly or indirectly, wholly or partially:

1. Preexisting Conditions;
2. suicide or self-destruction or any attempt thereat, intentionally self-inflicted Injury, suicide or any attempt thereat;
3. any disease, illness, or infirmity; and
4. team sports or racing.

With respect to **Accidental Injury benefit**, Car Rental Loss and Damage Insurance does not cover, and benefits will not be paid for, dental treatment, eyeglasses, contact lenses or exams, hearing aids, or prosthetic limbs.

### E. GENERAL PROVISIONS

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

The following is provision is added to the **General Provisions** section:

#### **Physical Examination and Autopsy**

The Company has the right, at its expense, to have the Card Member, Authorized Driver, or Passenger for whom a request for benefits is pending, examined as often as reasonable. The Company may require an

autopsy, at its expense, unless the law forbids it. Card Member, Authorized Driver, or Passenger cooperation with issues related to the determination of benefits is required. Failure to cooperate may result in denial of benefits.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED0



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## PERSONAL PROPERTY BENEFIT RIDER

To be attached to and made part of the Description of Coverage/Policy.

### A. DEFINITIONS

The following defined terms are added to the **Definitions** section:

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Personal Property** means any property that accompanies Card Member, Authorized Driver or Passenger when entering the Rental Vehicle or that is Secured in the Rental Vehicle when such person is not sitting in or riding in the Rental Vehicle.

For purposes of this **Personal Property Benefit Rider**, the **Damage** and **Theft** definitions located under the **Definitions** section are replaced by the following:

**Damage** means any alteration or destruction of Personal Property which necessitates repair or replacement.

**Theft** means the taking of Secured Personal Property, without the permission of the Card Member, Authorized Driver, or Passenger who owns the Personal Property.

### B. ELIGIBILITY AND COVERAGE ACTIVATION

Number one (1) of the **Who is Eligible to Receive Benefits** section is replaced with the following:

1. You are a Basic Card Member or Additional Card Member with a premier, consumer or business card type.

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Personal Property Benefit Rider**.

### C. DESCRIPTION OF BENEFITS

The following is added to the **How to Activate Coverage** section:

Coverage for Personal Effects is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and
2. the Card Member declines the Personal Effects coverage and/or similar options offered by the Rental Company.

The following is added to the **What is Covered** section:

Personal Property that a Card Member, Authorized Driver, or a Passenger brings with him or her is covered for Theft or Damage which is not paid by other insurance. This insurance will reimburse the Card Member, Authorized Driver, or Passenger the lesser of the following: 1) the actual cash value at the time of loss (replacement cost less depreciation) as determined by Company; 2) the cost of repair; or 3) the cost of replacement. Personal Property for each Card Member, Authorized Driver, and Passenger are covered for up to \$1,000 and is subject to a per Accident maximum of \$2,000. The Card Member, Authorized Driver, and Passenger's Personal Property is covered only while Secured in, being Secured in the Rental Vehicle, or being removed from the Rental Vehicle.



Only a Card Member, Authorized Driver, and Passenger have a legal and equitable right to this insurance benefit available under the Plan.

**D. EXCLUSIONS**

The following is added to the **Losses Not Covered** section:

With respect to **Personal Property**, Car Rental Loss and Damage Insurance does not cover losses caused or contributed to by, directly or indirectly, wholly or partially:

1. animals, or living plants;
2. furniture;
3. travelers checks, tickets of any kind, negotiable instruments (including, but not limited to, gift certificates, gift cards and gift checks), cash or its equivalent, rare stamps or coins, documents;
4. sporting equipment;
5. art; and
6. items stolen from a Rental Vehicle that is not Secured.

**E. GENERAL PROVISIONS**

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED.



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT RIDER

To be attached to and made part of the Description of Coverage/Policy.

### A. DEFINITIONS

The following defined terms are added to the **Definitions** section:

**Accidental Death** means the death of a Card Member, Authorized Driver, or Passenger that is a direct result of an Accident. An Accidental Death may neither, directly or wholly, result from nor be caused or contributed to by a disease, illness or infirmity, nor the ingestion, injection or inhalation of any substance.

**Dismemberment** means with reference to:

1. an adjoining thumb and index finger, complete and permanent severance of both appendages through or above the joint where they meet the hand at the palm as a result of an Accident;
2. a hand or foot, complete and permanent severance through or above the wrist or ankle joint as a result of an Accident;
3. an eye, the irrecoverable loss of the entire sight as a result of an Accident;
4. speech, complete and irrecoverable loss of speech as a result of an Accident; or
5. hearing, complete and irrecoverable loss of hearing in both ears as a result of an Accident.

**Domestic Partner** means a person who either:

1. can provide documentation of registration of the Domestic Partner relationship; or
2. can meet all the following qualifications:
  - a. have resided with each other continuously 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 lease, common bank accounts, credit cards, investments, or insurance.

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Preexisting Condition** is an injury or other medical condition that existed, or for which the Card Member, Authorized Driver, or Passenger was treated or received medical advice, before an Accident.

### B. ELIGIBILITY AND COVERAGE ACTIVATION

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Accidental Death and Dismemberment Benefit Rider**.

The following is added to the **How to Activate Coverage** section:

Coverage for Accident Death and Dismemberment is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and
2. the Card Member declines the Personal Accident Insurance coverage and/or similar options offered by the Rental Company.

**C. DESCRIPTION OF BENEFITS**

The following is added to the **What is Covered** section:

The Card Member, Authorized Drivers and Passengers are insured for an Accidental Death or Accidental Dismemberment that is a direct result of an Accident that occurs while riding within the Rental Vehicle.

If a Card Member, Authorized Driver, or Passenger suffers an Accidental Death, the Plan will pay to the beneficiary of that person \$200,000 if they are the Card Member and \$20,000 if they are an Authorized Driver or Passenger.

If a Card Member, Authorized Driver, or Passenger suffers Dismemberment, the Plan will pay to that person the benefit amount as determined from the Table of Loses for Dismemberment below. The table describes the percentage of the above listed Accidental Death benefit that the Plan will pay to the Card Member, Authorized Driver, or Passenger who suffers Dismemberment:

<u><b>Table of Losses</b></u>	
Both Hands or Both Feet.....	100%
Sight of Both Eyes.....	100%
One Hand and One Foot.....	100%
Either Hand or Foot and Sight of One Eye .....	100%
Speech and Hearing in Both Ears.....	100%
Either Hand or Foot.....	50%
Sight of One Eye .....	50%
Speech .....	50%
Hearing in Both Ears .....	50%
Thumb and Index Finger of the Same Hand.....	25%

Accidental Death or Dismemberment must occur within 365 days of the Accident.

With respect to the **Accidental Injury Benefit** and the **Accidental Death or Dismemberment Benefit**, for any one Accident resulting in Accidental Injury, Accidental Death or Dismemberment which merits payment under either or both of these two benefits, the maximum payment will not exceed \$300,000 for all Card Members, Authorized Drivers, or Passengers affected by any one Accident. The maximum payment will be apportioned to each person or to each person's beneficiary in the amount proportionate to the limit for which they were insured.

Only a Card Member, Authorized Driver, Passenger, and beneficiary have a legal and equitable right to this insurance benefit available under the Plan.

**D. EXCLUSIONS**

The **Injury** exclusion is replaced with:

Injury to anyone or anything other than the Rental Vehicle, except coverage for a Card Member, Authorized Driver, or Passenger described under the **Accidental Death and Dismemberment Benefit Rider**.

The following is added to the **Losses Not Covered** section:

With respect to the **Accidental Death and Dismemberment benefit**, Car Rental Loss and Damage Insurance does not cover losses for which coverage is sought was directly or wholly caused by:

1. Preexisting Conditions;
2. suicide or self-destruction or any attempt thereat, intentionally self-inflicted Injury, suicide or any attempt thereat;
3. any disease, illness, or infirmity; and

4. team sports or racing.

## E. CLAIMS PROCESS

The following is added to the **Payment of Claims** provision:

Benefits for loss of life of a Card Member will be paid to the designated beneficiary. Benefits for all other losses sustained by a Card Member will be paid to the Card Member, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and they have failed to specify the beneficiaries' respective interests, the designated beneficiaries shall share equally. If no beneficiary has been designated, or if the designated beneficiary does not survive the Card Member the benefits will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. spouse or Domestic Partner;
2. children, equally per stirpes; or
3. the estate.

Benefits for all losses sustained by an Authorized Driver or Passenger will be paid to the Authorized Driver or Passenger, if living, or otherwise will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. spouse or Domestic Partner;
2. children, equally per stirpes; or
3. the estate.

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon any such affidavit shall fully discharge the Company from all obligations under the Plan unless, before such payment is made, the Company has received at its Administrative Office written notice of a valid claim by some other person. Any amount payable to a minor may be paid to the minor's legal guardian.

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

## F. GENERAL PROVISIONS

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

For the benefits described under the **Accidental Death and Dismemberment Benefit Rider**, the **Secondary Coverage** provision is hereby deleted.

The following provisions are added to the **General Provisions** section:

### Physical Examination and Autopsy

The Company has the right, at its expense, to have the Card Member, Authorized Driver, or Passenger for whom a request for benefits is pending, examined as often as reasonable. The Company may require an autopsy, at its expense, unless the law forbids it. Card Member, Authorized Driver, or Passenger cooperation with issues related to the benefits is required. Failure to cooperate may result in denial of benefits.

### Beneficiary

The Basic Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not Additional Card Members. An Additional Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are

not also the Basic Card Member, the Basic Card Member's spouse or Domestic partner or children, or Additional Card Members.

No one else may designate or change a previously designated beneficiary. For such designation or change to become effective, a written request, on a form satisfactory to the Company, must be filed with the Company. Such designation or change will take effect as of the date it was signed by the Card Member, provided it has been received by the Company, but any payment of proceeds made by the Company prior to receipt of such designation or change shall fully discharge the Company to the extent of such payment.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED.



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## **ACCIDENTAL INJURY BENEFIT RIDER**

To be attached to and made part of the Description of Coverage/Policy.

### **A. DEFINITIONS**

The following defined terms are added to the **Definitions** section:

**Accidental Injury** means bodily injury to a Card Member, Authorized Driver, or Passenger that is a direct result of an Accident. An Accidental Injury may neither, directly or wholly, result from nor be caused or contributed to by a disease, illness or infirmity, nor by the voluntary ingestion, injection or inhalation of any substance.

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

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

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Physician or Dentist** means a licensed practitioner of the healing arts who acts within the scope of his or her license for the service or treatment given. The treating Physician or Dentist may not be the Card Member's, Authorized Driver's, or Passenger's Family Member or anyone else related to them by blood.

**Preexisting Condition** is an injury or other medical condition that existed, or for which the Card Member, Authorized Driver, or Passenger was treated or received medical advice, before an Accident.

### **B. ELIGIBILITY AND COVERAGE ACTIVATION**

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Accidental Injury Benefit Rider**.

The following is added to the **How to Activate Coverage** section:

Coverage for Accidental Injury is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and
2. the Card Member declines the Personal Accident Insurance coverage and/or similar options offered by the Rental Company.

### **C. DESCRIPTION OF BENEFITS**

The following is added to the **What is Covered** section:

If a Card Member, Authorized Driver, or Passenger suffers an Accidental Injury, the Plan will pay a secondary benefit up to a maximum of \$5,000 for the treatment and supplies that are Medically Necessary, only when all insurance otherwise available to them is not sufficient and meets the following conditions:

1. Medically Necessary treatment must begin within 90 days of the Accident that caused the Accidental Injury and must be completed within 52 weeks after the Accident; and
2. the charges for Medically Necessary treatment are usual and customary up to the benefit maximum for each Card Member, Authorized Driver, and Passenger.

The Card Member, Authorized Drivers and Passengers are insured only while riding in, getting into or getting out of the Rental Vehicle.

With respect to the **Accidental Injury Benefit** and the **Accidental Death or Dismemberment Benefit**, for any one Accident resulting in Accidental Injury, Accidental Death or Dismemberment which merits payment under either or both of these two benefits, the maximum payment will not exceed \$300,000 for all Card Members, Authorized Drivers, or Passengers affected by any one Accident. The maximum payment will be apportioned to each person or to each person's beneficiary in the amount proportionate to the limit for which they were insured.

Only a Card Member, Authorized Driver, and Passenger have a legal and equitable right to this insurance benefit available under the Plan.

#### **D. EXCLUSIONS**

The **Injury** exclusion is replaced with:

Injury to anyone or anything other than the Rental Vehicle, except coverage for a Card Member, Authorized Driver, or Passenger described under the **Accidental Injury Benefit Rider**.

The following is added to the **Losses Not Covered** section:

With respect to **Accidental Injury** benefit, Car Rental Loss and Damage Insurance does not cover losses for which coverage is sought was directly or wholly caused by:

1. Preexisting Conditions;
2. suicide or self-destruction or any attempt thereat, intentionally self-inflicted Injury, suicide or any attempt thereat;
3. any disease, illness, or infirmity; and
4. team sports or racing.

With respect to **Accidental Injury** benefit, Car Rental Loss and Damage Insurance does not cover, and benefits will not be paid for, dental treatment, eyeglasses, contact lenses or exams, hearing aids, or prosthetic limbs.

#### **E. GENERAL PROVISIONS**

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

For the benefits described under the **Accidental Injury Benefit Rider**, the **Secondary Coverage** provision is hereby deleted.

The following is provision is added to the **General Provisions** section:

##### **Physical Examination and Autopsy**

The Company has the right, at its expense, to have the Card Member, Authorized Driver, or Passenger for whom a request for benefits is pending, examined as often as reasonable. The Company may require an autopsy, at its expense, unless the law forbids it. Card Member, Authorized Driver, or Passenger cooperation

with issues related to the determination of benefits is required. Failure to cooperate may result in denial of benefits.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED0



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company



## PERSONAL PROPERTY BENEFIT RIDER

To be attached to and made part of the Description of Coverage/Policy.

### A. DEFINITIONS

The following defined terms are added to the **Definitions** section:

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Personal Property** means any property that accompanies Card Member, Authorized Driver or Passenger when entering the Rental Vehicle or that is Secured in the Rental Vehicle when such person is not sitting in or riding in the Rental Vehicle.

For purposes of this **Personal Property Benefit Rider**, the **Damage** and **Theft** definitions located under the **Definitions** section are replaced by the following:

**Damage** means any alteration or destruction of Personal Property which necessitates repair or replacement.

**Theft** means the taking of Secured Personal Property, without the permission of the Card Member, Authorized Driver, or Passenger who owns the Personal Property.

### B. ELIGIBILITY AND COVERAGE ACTIVATION

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Personal Property Benefit Rider**.

### C. DESCRIPTION OF BENEFITS

The following is added to the **How to Activate Coverage** section:

Coverage for Personal Effects is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and
2. the Card Member declines the Personal Effects coverage and/or similar options offered by the Rental Company.

The following is added to the **What is Covered** section:

Personal Property that a Card Member, Authorized Driver, or a Passenger brings with him or her is covered for Theft or Damage which is not paid by other insurance. This insurance will reimburse the Card Member, Authorized Driver, or Passenger the lesser of the following: 1) the actual cash value at the time of loss (replacement cost less depreciation) as determined by Company; 2) the cost of repair; or 3) the cost of replacement. Personal Property for each Card Member, Authorized Driver, and Passenger are covered for up to \$1,000 and is subject to a per Accident maximum of \$2,000. The Card Member, Authorized Driver, and Passenger's Personal Property is covered only while Secured in, being Secured in the Rental Vehicle, or being removed from the Rental Vehicle.

Only a Card Member, Authorized Driver, and Passenger have a legal and equitable right to this insurance benefit available under the Plan.

**D. EXCLUSIONS**

The following is added to the **Losses Not Covered** section:

With respect to **Personal Property**, Car Rental Loss and Damage Insurance does not cover, and benefits will not be paid for:

1. animals, or living plants;
2. furniture;
3. travelers checks, tickets of any kind, negotiable instruments (including, but not limited to, gift certificates, gift cards and gift checks), cash or its equivalent, rare stamps or coins, documents;
4. sporting equipment;
5. art; and
6. items stolen from a Rental Vehicle that is not Secured.

**F. GENERAL PROVISIONS**

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED.



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## Other State Notices

**Questions regarding your policy or coverage should be directed to:**

AMEX Assurance Company  
Complaints Department  
PO Box 53701  
MC: 08-01-20  
Phoenix, AZ 85072-9872

You may call the toll-free number at (800) 338-1670.

**If you have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance:**

### FOR ARKANSAS RESIDENTS

Arkansas Insurance Department  
Consumer Services Division  
1200 West Third Street  
Little Rock, AR 72201-1904  
(501) 371-2640 or (800) 852-5494

### FOR CALIFORNIA RESIDENTS

California Department of Insurance  
Consumer Services Division  
300 South Spring Street, South Tower  
Los Angeles, CA 90013  
[www.insurance.ca.gov](http://www.insurance.ca.gov)  
Consumer Hotline: (800) 927-4357

### FOR IDAHO RESIDENTS

Idaho Department of Insurance  
Consumer Affairs  
700 W State Street, 3rd Floor  
PO Box 83720  
Boise ID 83720-0043  
1-800-721-3272 or 208-334-4250 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

### FOR ILLINOIS RESIDENTS

Illinois Department of Insurance  
320 West Washington Street  
Springfield, IL 62767-0001

### FOR VIRGINIA RESIDENTS

#### **IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

In the event you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact the insurance company issuing this insurance at the following address and telephone number:

AMEX Assurance Company  
Complaints Department  
PO Box 53701  
MC: 08-01-20  
Phoenix, AZ 85072-9872

You may call the toll-free number at (800) 338-1670.

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

State Corporation Commission  
Bureau of Insurance

PO Box 1157  
Richmond, VA 23218  
(877) 310-6560 or TDD (804) 371-9206

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

FOR WISCONSIN RESIDENTS

**KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

PROBLEMS WITH YOUR INSURANCE? – If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

**AMEX Assurance Company**  
**Complaints Department**  
**PO Box 53701**  
**MC: 08-01-20**  
**Phoenix, AZ 85072-9872**

**You may call the toll-free number at (800) 338-1670.**

You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the OFFICE OF THE COMMISSIONER OF INSURANCE by contacting:

Office of the Commissioner of Insurance  
Complaints Department  
PO Box 7873  
Madison, WI 53707-7873  
(800) 236-8517  
(608) 266-0103

## CAR RENTAL LOSS AND DAMAGE INSURANCE INSURANCE POLICY

Underwritten by AMEX Assurance Company  
Administrative Office, 20022 N. 31<sup>st</sup> Ave. MC: 08-01-20 Phoenix AZ 85027

Car Rental Loss and Damage Insurance provides Authorized Driver(s) with insurance coverage for Damage to or Theft of most Rental Vehicles when the Card Member uses the Card to pay for the Entire Rental from any Rental Company. Damage to or Theft of a Rental Vehicle coverage is always secondary to any other insurance.

Coverage is worldwide except for vehicles rented in Australia, Italy, New Zealand and any country on the Office of Foreign Assets Control (“OFAC”) sanctioned country list. Coverage will be voided if a Rental Vehicle is rented in any country on the OFAC sanctioned country list.

This Plan does not provide insurance for personal liability, uninsured/underinsured motorists, worker's compensation injuries, disability benefits of any kind, any coverage mandated by government or any other form of insurance coverage except as specifically described in this Insurance Policy.

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### I. DEFINITIONS

Certain words used in this Insurance Policy 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.

**Accident** means a motor vehicle incident that results in Damage to the Rental Vehicle.

**Account** means Your American Express® Card on which the record of the charge for the Entire Rental is made.

**Additional Card Member** means a person who has received an American Express Card at the request of a Basic Card Member for use in connection with the Basic Card Member's Account.

**American Express Card** means any card bearing an American Express trademark or logo authorized by American Express Travel Related Services Company Inc., or its subsidiaries or affiliates, which can be used to purchase goods or services at merchants on the American Express Network and which American Express Travel Related Services Company, Inc. designates as eligible for coverage under the Policy.

**Authorized Driver** means a person listed on the Rental Agreement between the Card Member and the Rental Company, at the time the Card Member takes possession of the Rental Vehicle, who is permitted to operate the Rental Vehicle according to the terms of the Rental Agreement.

**Basic Card Member** means a person who has been issued a United States of America based proprietary American Express Card and who has an Account.

**Card Member** means a person who has been issued a United States of America based proprietary American Express Card, and who has a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands. Card Member must rent the Rental Vehicle, sign the Rental Agreement with

the Rental Company and take possession of, or permit an Authorized Driver to take possession of, the Rental Vehicle.

**Common Carrier** 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.

**Common Carrier 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 Card Member or for which a Card Member may benefit that may be used to pay, in full or in part, or otherwise defray or reduce the costs of Rental Vehicle.

**Company** means AMEX Assurance Company.

**Damage** means the effect of any contact with or treatment of the Rental Vehicle which requires repair in order to restore the Rental Vehicle to its pre-rental condition.

**Entire Rental** means the full rental cost for a Rental Vehicle, less any applicable Rental Company discount/coupon applied to the rental rate, charged to an eligible American Express Card and/or combined with American Express Membership Reward Points or American Express Pay with Points programs. Entire Rental does not include fees on a Rental Vehicle defrayed in full or in part with loyalty points from the Rental Companies or Common Carrier Frequent Flyer Miles.

**Insurance Policy or Policy** means the contract issued to the Policyholder provided the benefits described herein.

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

**Membership Rewards® Points** means credits obtained through the Membership Rewards program available with most American Express Cards, which are earned when making certain purchases with such cards. In some cases, participating Card Members receive a redemption certificate in order to use their Membership Rewards points.

**Pay with Points** is a process that may be available to an individual who accrues American Express Membership Rewards Points and then uses the Membership Rewards Points to pay for travel by converting them to statement credits to off-set some or all of the expense of that travel reflected on the individual's Account statement.

**Permanent Residence** means the one primary dwelling place where the Card Member resides and to which they intend to return, and, if necessary, can be evidenced by a current and active official form of identification. Examples include, but are not limited to: State issued Identification Card, Driver License, and Voter Identification Card.

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

**Policyholder** means the Card Member.

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

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

**Rental Period** means the period of time during which You rent a Rental Vehicle pursuant to a Rental Agreement.

**Rental Vehicle** means a four-wheeled, two-axle passenger type motor vehicle, designed for and sold to accommodate private passenger transport on public roads, rented to the Card Member by the Rental Company, and intended to be operated by the Card Member or other Authorized Driver by means of a Rental Agreement with the Rental Company.

**Secured** means locked in the trunk of the Rental Vehicle or locked in the seating compartment of the Rental Vehicle with all windows fully closed and all Card Members, Authorized Drivers and Passengers are absent from the vicinity of the Rental Vehicle.

**Theft** means the taking and driving of the Rental Vehicle by a person other than the Card Member or an Authorized Driver without the permission of the Card Member or the Authorized Driver.

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

**Wholesale Book Value** means wholesale or trade-in book value of the rental vehicle based on the National Automobile Dealers Association website at [www.nada.com](http://www.nada.com) or similar source.

**You and Your** means the Card Member.

## II. **ELIGIBILITY AND COVERAGE ACTIVATION**

### **Who is Eligible to Receive Benefits**

You are eligible to receive benefits in accordance with this Policy if:

1. You are a Basic Card Member or Additional Card Member;
2. You were the person who signed the Rental Agreement;
3. You maintain your Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands; and
4. You have fully activated coverage.

### **How to Activate Coverage**

Coverage for Theft of or Damage to an eligible Rental Vehicle is activated when:

1. You decline the full collision damage waiver (CDW) or similar option, or pay for a partial collision damage waiver, offered by the Rental Company;
2. You or the Authorized Driver is named on the Rental Agreement as the person renting and take control and possession of the Rental Vehicle; and
3. You use Your Account, American Express Membership Reward Points and/or American Express Pay with Points to hold or place a deposit at the time the rental is checked out and to pay for the Entire Rental from the Rental Company. Coverage will not be activated if You pay for any portion of the Rental Vehicle by some other means.

## III. **DESCRIPTION OF BENEFITS**

### **What is Covered**

If Damage to or Theft of a Rental Vehicle occurs while coverage is in effect, the Plan will pay a benefit up to a maximum of \$75,000 per Rental Agreement for:

1. The lesser of:
  - a. the actual cost to repair the Rental Vehicle;
  - b. the Wholesale Book Value of the Rental Vehicle, minus salvage and depreciation costs; or
  - c. the purchase invoice price of the Rental Vehicle, minus salvage and depreciation costs.
2. Reasonable and necessary charges related to the Rental Vehicle subsequent to the Damage or Theft, such as Loss of Use, appraisal fees provided they are supported with verifiable documentation, towing charges (which are not covered by other roadside assistance programs available to the Card Member)

and storage, which are charged by the nearest vendor or facility capable of rendering assistance and which are usual and customary in the locale where the Damage or Theft occurred.

Only a Card Member has a legal and equitable right to this insurance benefit available under the Plan.

### **Length of Coverage**

This Plan covers eligible Rental Vehicles for the first 30 consecutive days.

In no event shall coverage be provided for a Rental Vehicle beyond 30 consecutive days from the same Rental Company, regardless of whether the original Rental Agreement is extended, or a new written Rental Agreement is entered into, or a different vehicle is rented.

## **IV. EXCLUSIONS**

### **General Exclusions**

This Plan does not cover losses for which coverage sought was directly or indirectly, wholly or partially contributed to or caused by:

1. war or acts of war (whether declared or undeclared), participation in a felony, riot, civil disturbance, protest or insurrections, service in the armed forces or units auxiliary to it;
2. operation of the Rental Vehicle in violation of the terms and conditions of the Rental Agreement (including but not limited to losses occurring when: a person other than an Authorized Driver was in possession or control of the vehicle; or driving the vehicle outside of the authorized rental territory);
3. costs attributed to the Rental Company's normal course of doing business;
4. illegal activity by the Authorized Driver of the Rental Vehicle;
5. alcohol intoxication on the part of the Authorized Driver of the Rental Vehicle, as defined in the state where the Accident occurred;
6. an Authorized Driver voluntarily taking any drug or acting under the influence or effect of that drug (unless taken as prescribed or administered by a Doctor);
7. off-road operation by the Authorized Driver of the Rental Vehicle;
8. injury of anyone or anything other than the Rental Vehicle; and
9. personal liability, uninsured/underinsured motorists, worker's compensation injuries, disability benefits of any kind, any coverage mandated by government or any other form of insurance coverage except as specifically described in this Policy.

### **Vehicles Not Covered**

This Plan does not cover rentals of:

1. cargo vans, custom vans, vans with a seating capacity over 8 passengers, cube van or box truck, or any truck that has a gross vehicle weight rating of 10,000 lbs or more;
2. Rental Vehicles which have been customized or modified from the manufacturer's factory specifications except for driver's assistance equipment for the physically challenged;
3. any Rental Vehicles used by an Authorized Driver for commercial or hire purposes;
4. leased or mini-leased vehicles;
5. antique cars, which means cars that are 20 years old or have not been manufactured for 10 or more years;
6. limousines;
7. off-road vehicles, motorcycles, mopeds, recreational vehicles, golf or motorized carts, campers, trailers and any other vehicle which is not a Rental Vehicle; and
8. Rental Vehicles rented in Australia, Italy, New Zealand and any country on the OFAC sanctioned country list.

### **Losses Not Covered**

This Plan does not cover losses caused by or contributed to by, directly or indirectly, wholly or partially:

1. intentional Damage by an Authorized Driver of the Rental Vehicle;
2. Damage that occurred prior to the Rental Period;
3. manufacturing defects in the Rental Vehicle;
4. confiscation by authority;



5. wear and tear, including gradual deterioration;
6. Damage which is due and confined to freezing, mechanical or electrical breakdown or failure unless such Damage results from a Theft covered by the Plan;
7. Theft or Damage to Rental Vehicles that are unlocked or not Secured at the time of Theft or Damage;
8. Theft of or Damage to tires (flats or blowouts), unless Damaged by fire, malicious mischief, vandalism, or stolen, unless the loss is coincident with and from the same cause as other loss covered by the Plan;
9. Damage to any vehicle other than the Rental Vehicle; and
10. Damage to any property other than the Rental Vehicle, owner's property, or items not permanently attached to the Rental Vehicle.

This Plan does not cover, and benefits will not be paid for:

1. sales tax related to repair of damages, unless reimbursement of such sales tax is required by law;
2. value added tax or similar tax, unless reimbursement of such tax is required by law;
3. roadside assistance fees;
4. expenses assumed, waived or paid for by the Rental Company or its insurer;
5. expenses covered by the Card Member's personal vehicle insurer, employer or employer's insurer, Authorized Driver's insurer, or other insurance;
6. diminishment of value; and
7. depreciation, unless reimbursement for depreciation is required by law.

## **V. CLAIMS PROCESS**

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.

### **Notifying Law Enforcement Agency**

Notification of Damage, including vandalism, Theft, or an Accident must be reported to the appropriate law enforcement agency as soon as reasonably possible. This requirement applies regardless of whether the Rental Vehicle is involved with other vehicles. Failure to notify may result in denial of benefits.

### **Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the loss. You or the Authorized Driver may contact the Company by calling toll-free stateside 1-800-338-1670 or, if from overseas, by calling collect 1-216-617-2500. You or the Authorized Driver may also write to Us at Car Rental Loss and Damage Insurance Claims Unit, PO Box 94729, Cleveland, Ohio 44101-4729.

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 Notice of Claim was provided as soon as reasonably possible. At the time You or the Authorized Driver provides Us with Notice of Claim, We will assist with completion of the Proof of Loss by providing instructions and/or documents, which You or the Authorized Driver may have to complete and return to Us. You or the Authorized Driver are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process the claim, determine if benefits are payable and collect amounts recoverable from others. No claim will be denied based upon Your or the Authorized Driver's failure to provide notice within such specified time, unless this failure operates to prejudice Our rights.

### **Proof of Loss**

If required, a claim form will be sent to You or the Authorized Driver after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within sixty (60) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Car Rental Loss and Damage Insurance Claims Unit, PO Box, 94729, Cleveland, Ohio 44101-4729. If the required proof of loss and other documentation is not received within sixty (60) days of the date of loss (except for documentation which has not been furnished for reasons beyond Your or the Authorized Driver's control), coverage may be denied. It is the claimant's responsibility to provide all required documentation.

Required documentation may consist of, but is not limited to:

1. an itemized repair bill;
2. a copy of charge slip for the rental of the Rental Vehicle, Rental Agreement or machine generated receipt to show rental was charged and paid for with an American Express Card;
3. a police report (if applicable);
4. photos of the Damaged Rental Vehicle, if available;
5. a copy of the Card Member's, Authorized Driver's or employer's auto insurance coverage, or a notarized letter stating no insurance;
6. a copy of all claim documents and correspondence, provided by the Rental Company;
7. a copy of the Rental Company's utilization log or other verifiable documentation acceptable to Us;
8. a copy of the driver's license of the Card Member and/or Authorized Driver, unless the driver's license number shows on the Rental Agreement;
9. a copy of the written Rental Agreement, front and back, which documents when the Rental Vehicle was checked out and checked in;
10. information pertaining to other available insurance coverage(s); and
11. any other information reasonably required to process the claim including Our rights to recover from others.

Your or the Authorized Driver's cooperation with issues related to their benefits is required.

#### **Payment of Claims**

A claim for benefits provided by this Plan will be paid within ninety (90) days after Our receipt of satisfactory Proof of Loss documentation and 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.

## **VI. GENERAL PROVISIONS**

#### **Assignment**

This Policy may not be assigned and any purported assignment is void.

#### **Change of Permanent Residence**

You must notify Us as soon as possible if You change Your Permanent Residence. If the change is to a different state, Your Plan provisions may be adjusted to conform to the requirements of that state. We will send any and all notices or Plan related materials to Your last known address on file. If You fail to notify Us of a change in Your Permanent Residence, You may not receive all notices and Plan related materials.

#### **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 Policy and any applications, endorsements or riders make up the entire contract. Any statement You or the Authorized Driver make is a representation and not a warranty. This Policy may be changed at any time by written agreement by the Company. Changes shall take effect as of the date a replacement Policy is issued or the date otherwise communicated by the Company.

#### **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 the Authorized Driver or by anyone acting on Your or their behalf to obtain benefits, all benefits will be forfeited.

No coverage is provided if You or the Authorized Driver, whether before or after a loss, have:

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

We may be required to report suspicion of fraudulent activity and/or confirmed fraudulent activity to Your residency state's Department of Insurance.

### **Legal Actions**

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

### **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 any 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.

### **Secondary Coverage**

This Plan is secondary to all other valid and collectible insurance or other sources of indemnity and shall apply only when such other benefits are exhausted. We will pay only that portion of the loss benefit which is not reimbursed by other collectible insurance or other sources of indemnity, up to Our limits, as provided under the Description of Benefits section.

### **When a Card Member has Coverage under similar products underwritten by AMEX Assurance Company**

A Card Member may be covered for similar benefits under different products underwritten by AMEX Assurance Company. If the products state that the similar benefits are either primary or that the benefits are excess, the product with the lower level of benefits will pay first and the other product(s) will provide excess coverage.

### **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.

## **VII. TERMINATION OR CANCELLATION**

Coverage will terminate automatically on the earliest of the following:

1. when the Rental Company resumes control of the Rental Vehicle, or 30 consecutive days after the Rental Vehicle was checked out by You or another Authorized Driver, whichever is earlier;
2. the date You no longer maintain a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands;
3. the date We notify You of our determination that Your enrollment or claims information contains a misrepresentation or fraudulent statement or fails to disclose material information;
4. the date You terminate Your Account and are no longer a Card Member;
5. the date Your Account is cancelled by American Express; or
6. the date the Plan is not available in the location where You maintain a Permanent Residence.

The Company has the right to cancel this Policy or any endorsement or rider 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. You will be eligible to receive benefits if You fully activated coverage in accordance with this Policy prior to the effective date of the Company's cancellation.

Termination or cancellation of coverage will not prejudice any claim submitted prior to termination or cancellation subject to all other terms of the Policy.

**VIII. IMPORTANT ADDITIONAL INFORMATION FOR YOU**

The benefits described herein are subject to all of the terms, conditions, and exclusions of the Policy. This Policy replaces any prior Policy which may have been issued to You. For any questions regarding the benefits described in this Policy, please call 1-800-338-1670 or International Collect 1-216-617-2500, the number listed on the back of Your card, or the number shown on Your card statement.

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

IN WITNESS WHEREOF, We have caused this Insurance Policy to be signed by Our officers:



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## AMENDATORY ENDORSEMENT

To be attached to and made a part of the Description of Coverage/Policy.

THIS ENDORSEMENT CHANGES YOUR DESCRIPTION OF COVERAGE/POLICY. PLEASE READ IT CAREFULLY.

### Applicable to Residents of Texas

1. The **Proof of Loss** provision is replaced by the following:

If required, a claim form will be sent to You or the Authorized Driver after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within ninety (90) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Car Rental Loss and Damage Insurance Claims Unit, PO Box, 94729, Cleveland, Ohio 44101-4729. If the required proof of loss and other documentation is not received within ninety (90) days of the date of loss (except for documentation which has not been furnished for reasons beyond Your or the Authorized Driver's control), coverage may be denied. It is the claimant's responsibility to provide all required documentation.

2. The **Payment of Claims** provision is replaced by the following:

Within 15 days after our receipt of proof of loss documentation and all information requested, We will provide You or the Authorized Driver notification in writing as to whether:

- a. the claim or part of the claim will be paid; or
- b. the claim or part of the claim has been denied, and inform You or the Authorized Driver:
  - i. of the reasons for denial;
  - ii. more information is necessary; or
  - iii. We need additional time to reach a decision. If additional time is needed, We will inform You or the Authorized Driver of the reasons for such need.

If We have notified You or the Authorized Driver that additional time is needed to reach a decision, We will either approve or deny the claim within 45 days of such notice. We will pay for a covered loss within 5 days after we have notified you that payment of the claim or part of the claim will be made.

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.

3. The following is hereby added to the **Fraud** section:

Coverage cannot be forfeited unless the material misrepresentation was shown at trial that the matter misrepresented:

- a. was material to the risk; or
- b. contributed to the contingency or event on which the Policy became due and payable.

4. The **Legal Actions** provision is replaced by the following:

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

5. The following is hereby added to the **Termination or Cancellation** section:

We may not cancel or non-renew this Policy based solely on the fact that You are an elected official.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED.



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

CRLDI-END2-TX 09/17

## **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT RIDER**

To be attached to and made part of the Description of Coverage/Policy.

### **A. DEFINITIONS**

The following defined terms are added to the **Definitions** section:

**Accidental Death** means the death of a Card Member, Authorized Driver, or Passenger that is a direct result of an Accident. An Accidental Death may neither, directly or indirectly, wholly or partially, result from nor be caused or contributed to by a disease, illness or infirmity, nor the ingestion, injection or inhalation of any substance.

**Dismemberment** means with reference to:

1. an adjoining thumb and index finger, complete and permanent severance of both appendages through or above the joint where they meet the hand at the palm as a result of an Accident;
2. a hand or foot, complete and permanent severance through or above the wrist or ankle joint as a result of an Accident;
3. an eye, the irrecoverable loss of the entire sight as a result of an Accident;
4. speech, complete and irrecoverable loss of speech as a result of an Accident; or
5. hearing, complete and irrecoverable loss of hearing in both ears as a result of an Accident.

**Domestic Partner** means a person 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 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 lease, common bank accounts, credit cards, investments, or insurance.

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Preexisting Condition** is an injury or other medical condition that existed, or for which the Card Member, Authorized Driver, or Passenger was treated or received medical advice, before an Accident.

### **B. ELIGIBILITY AND COVERAGE ACTIVATION**

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Accidental Death and Dismemberment Benefit Rider**.

The following is added to the **How to Activate Coverage** section:

Coverage for Accident Death and Dismemberment is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and

2. the Card Member declines the Personal Accident Insurance coverage and/or similar options offered by the Rental Company.

**C. DESCRIPTION OF BENEFITS**

The following is added to the **What is Covered** section:

The Card Member, Authorized Drivers and Passengers are insured for an Accidental Death or Accidental Dismemberment that is a direct result of an Accident that occurs while riding within the Rental Vehicle.

If a Card Member, Authorized Driver, or Passenger suffers an Accidental Death, the Plan will pay to the beneficiary of that person \$200,000 if they are the Card Member and \$20,000 if they are an Authorized Driver or Passenger.

If a Card Member, Authorized Driver, or Passenger suffers Dismemberment, the Plan will pay to that person the benefit amount as determined from the Table of Losses for Dismemberment below. The table describes the percentage of the Accidental Death benefit, for which the Card Member, Authorized Driver, or Passenger will pay to such person who suffers Dismemberment:

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

Accidental Death or Dismemberment must occur within 365 days of the Accident.

With respect to the **Accidental Injury Benefit** and the **Accidental Death or Dismemberment Benefit**, for any one Accident resulting in Accidental Injury, Accidental Death or Dismemberment which merits payment under either or both of these two benefits, the maximum payment will not exceed \$300,000 for all Card Members, Authorized Drivers, or Passengers affected by any one Accident. The maximum payment will be apportioned to each person or to each person's beneficiary in the amount proportionate to the limit for which they were insured.

Only a Card Member, Authorized Driver, Passenger, and beneficiary have a legal and equitable right to this insurance benefit available under the Plan.

**D. EXCLUSIONS**

The **Injury** exclusion is replaced with:

Injury to anyone or anything other than the Rental Vehicle, except coverage for a Card Member, Authorized Driver, or Passenger described under the **Accidental Death and Dismemberment Benefit Rider**.

The following is added to the **Losses Not Covered** section:

With respect to the **Accidental Death and Dismemberment benefit**, Car Rental Loss and Damage Insurance does not cover losses caused or contributed to by, directly or indirectly, wholly or partially:

1. Preexisting Conditions;



2. suicide or self-destruction or any attempt thereat, intentionally self-inflicted Injury, suicide or any attempt thereat;
3. any disease, illness, or infirmity; and
4. team sports or racing.

## E. CLAIMS PROCESS

The following is added to the **Payment of Claims** provision:

Benefits for loss of life of a Card Member will be paid to the designated beneficiary. Benefits for all other losses sustained by a Card Member will be paid to the Card Member, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and they have failed to specify the beneficiaries' respective interests, the designated beneficiaries shall share equally. If no beneficiary has been designated, or if the designated beneficiary does not survive the Card Member the benefits will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. spouse or Domestic Partner;
2. children, equally per stirpes; or
3. the estate.

Benefits for all losses sustained by an Authorized Driver or Passenger will be paid to the Authorized Driver or Passenger, if living, or otherwise will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. spouse or Domestic Partner;
2. children, equally per stirpes; or
3. the estate.

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon any such affidavit shall fully discharge the Company from all obligations under the Plan unless, before such payment is made, the Company has received at its Administrative Office written notice of a valid claim by some other person. Any amount payable to a minor may be paid to the minor's legal guardian.

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

## F. GENERAL PROVISIONS

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

For the benefits described under the **Accidental Death and Dismemberment Benefit Rider**, the **Secondary Coverage** provision is hereby deleted.

The following provisions are added to the **General Provisions** section:

### **Physical Examination and Autopsy**

The Company has the right, at its expense, to have the Card Member, Authorized Driver, or Passenger for whom a request for benefits is pending, examined as often as reasonable. The Company may require an autopsy, at its expense, unless the law forbids it. Card Member, Authorized Driver, or Passenger cooperation with issues related to the benefits is required. Failure to cooperate may result in denial of benefits.

### **Beneficiary**

The Basic Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not Additional Card Members. An Additional Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not also the Basic Card Member, the Basic Card Member's spouse or Domestic partner or children, or Additional Card Members.

No one else may designate or change a previously designated beneficiary. For such designation or change to become effective, a written request, on a form satisfactory to the Company, must be filed with the Company. Such designation or change will take effect as of the date it was signed by the Card Member, provided it has been received by the Company, but any payment of proceeds made by the Company prior to receipt of such designation or change shall fully discharge the Company to the extent of such payment.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED.



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## ACCIDENTAL INJURY BENEFIT RIDER

To be attached to and made part of the Description of Coverage/Policy.

### A. DEFINITIONS

The following defined terms are added to the **Definitions** section:

**Accidental Injury** means bodily injury to a Card Member, Authorized Driver, or Passenger that is a direct result of an Accident. An Accidental Injury may neither, directly or indirectly, wholly or partially, result from nor be caused or contributed to by a disease, illness or infirmity, nor by the voluntary ingestion, injection or inhalation of any substance.

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

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

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Physician or Dentist** means a licensed practitioner of the healing arts who acts within the scope of his or her license for the service or treatment given. The treating Physician or Dentist may not be the Card Member's, Authorized Driver's, or Passenger's Family Member or anyone else related to them by blood.

**Preexisting Condition** is an injury or other medical condition that existed, or for which the Card Member, Authorized Driver, or Passenger was treated or received medical advice, before an Accident.

### B. ELIGIBILITY AND COVERAGE ACTIVATION

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Accidental Injury Benefit Rider**.

The following is added to the **How to Activate Coverage** section:

Coverage for Accidental Injury is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and
2. the Card Member declines the Personal Accident Insurance coverage and/or similar options offered by the Rental Company.

### C. DESCRIPTION OF BENEFITS

The following is added to the **What is Covered** section:

If a Card Member, Authorized Driver, or Passenger suffers an Accidental Injury, the Plan will pay a secondary benefit up to a maximum of \$5,000 for the treatment and supplies that are Medically Necessary, only when all insurance otherwise available to them is not sufficient and meets the following conditions:

1. Medically Necessary treatment must begin within 90 days of the Accident that caused the Accidental Injury and must be completed within 52 weeks after the Accident; and
2. the charges for Medically Necessary treatment are usual and customary up to the benefit maximum for each Card Member, Authorized Driver, and Passenger.

The Card Member, Authorized Drivers and Passengers are insured only while riding in, getting into or getting out of the Rental Vehicle.

With respect to the **Accidental Injury Benefit** and the **Accidental Death or Dismemberment Benefit**, for any one Accident resulting in Accidental Injury, Accidental Death or Dismemberment which merits payment under either or both of these two benefits, the maximum payment will not exceed \$300,000 for all Card Members, Authorized Drivers, or Passengers affected by any one Accident. The maximum payment will be apportioned to each person or to each person's beneficiary in the amount proportionate to the limit for which they were insured.

Only a Card Member, Authorized Driver, and Passenger have a legal and equitable right to this insurance benefit available under the Plan.

#### **D. EXCLUSIONS**

The **Injury** exclusion is replaced with:

Injury to anyone or anything other than the Rental Vehicle, except coverage for a Card Member, Authorized Driver, or Passenger described under the **Accidental Injury Benefit Rider**.

The following is added to the **Losses Not Covered** section:

With respect to **Accidental Injury benefit**, Car Rental Loss and Damage Insurance does not cover losses caused or contributed to by, directly or indirectly, wholly or partially:

1. Preexisting Conditions;
2. suicide or self-destruction or any attempt thereat, intentionally self-inflicted Injury, suicide or any attempt thereat;
3. any disease, illness, or infirmity; and
4. team sports or racing.

With respect to **Accidental Injury benefit**, Car Rental Loss and Damage Insurance does not cover, and benefits will not be paid for, dental treatment, eyeglasses, contact lenses or exams, hearing aids, or prosthetic limbs.

#### **E. GENERAL PROVISIONS**

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

The following is provision is added to the **General Provisions** section:

##### **Physical Examination and Autopsy**

The Company has the right, at its expense, to have the Card Member, Authorized Driver, or Passenger for whom a request for benefits is pending, examined as often as reasonable. The Company may require an autopsy, at its expense, unless the law forbids it. Card Member, Authorized Driver, or Passenger cooperation with issues related to the determination of benefits is required. Failure to cooperate may result in denial of benefits.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED0



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Mark W. Musser  
Secretary  
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## PERSONAL PROPERTY BENEFIT RIDER

To be attached to and made part of the Description of Coverage/Policy.

### A. DEFINITIONS

The following defined terms are added to the **Definitions** section:

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Personal Property** means any property that accompanies Card Member, Authorized Driver or Passenger when entering the Rental Vehicle or that is Secured in the Rental Vehicle when such person is not sitting in or riding in the Rental Vehicle.

For purposes of this **Personal Property Benefit Rider**, the **Damage** and **Theft** definitions located under the **Definitions** section are replaced by the following:

**Damage** means any alteration or destruction of Personal Property which necessitates repair or replacement.

**Theft** means the taking of Secured Personal Property, without the permission of the Card Member, Authorized Driver, or Passenger who owns the Personal Property.

### B. ELIGIBILITY AND COVERAGE ACTIVATION

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Personal Property Benefit Rider**.

### C. DESCRIPTION OF BENEFITS

The following is added to the **How to Activate Coverage** section:

Coverage for Personal Effects is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and
2. the Card Member declines the Personal Effects coverage and/or similar options offered by the Rental Company.

The following is added to the **What is Covered** section:

Personal Property that a Card Member, Authorized Driver, or a Passenger brings with him or her is covered for Theft or Damage which is not paid by other insurance. This insurance will reimburse the Card Member, Authorized Driver, or Passenger the lesser of the following: 1) the actual cash value at the time of loss (replacement cost less depreciation) as determined by Company; 2) the cost of repair; or 3) the cost of replacement. Personal Property for each Card Member, Authorized Driver, and Passenger are covered for up to \$1,000 and is subject to a per Accident maximum of \$2,000. The Card Member, Authorized Driver, and Passenger's Personal Property is covered only while Secured in, being Secured in the Rental Vehicle, or being removed from the Rental Vehicle.

Only a Card Member, Authorized Driver, and Passenger have a legal and equitable right to this insurance benefit available under the Plan.

**D. EXCLUSIONS**

The following is added to the **Losses Not Covered** section:

With respect to **Personal Property**, Car Rental Loss and Damage Insurance does not cover losses caused or contributed to by, directly or indirectly, wholly or partially:

1. animals, or living plants;
2. furniture;
3. travelers checks, tickets of any kind, negotiable instruments (including, but not limited to, gift certificates, gift cards and gift checks), cash or its equivalent, rare stamps or coins, documents;
4. sporting equipment;
5. art; and
6. items stolen from a Rental Vehicle that is not Secured.

**E. GENERAL PROVISIONS**

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED.



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**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call AMEX Assurance Company's toll-free telephone number for information or to make a complaint at:

**1-800-338-1670**

You may also write to AMEX Assurance Company at:  
P.O. Box 53701  
MC: 08-01-20  
Phoenix, AZ 85072-9872

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:  
P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de AMEX Assurance Company's para obtener información o para presentar una queja al:

**1-800-338-1670**

Usted también puede escribir a AMEX Assurance Company:  
P.O. Box 53701  
MC: 08-01-20  
Phoenix, AZ 85072-9872

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:  
P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:**

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



# **CAR RENTAL LOSS AND DAMAGE INSURANCE PLAN**

## **DESCRIPTION OF COVERAGE**

Tokio Marine Pacific Insurance Limited

Car Rental Loss and Damage Insurance provides the Cardmember, if the Cardmember is the Primary Renter, (as defined below) with insurance coverage for damage to or theft of most Rental Autos when the Cardmember uses the Card (as described below) to reserve and pay for an auto rental from any Commercial Car Rental Company ("Rental Company") other than those located in Australia, Ireland, Israel, Italy, Jamaica, and New Zealand for Platinum, Centurion, and OPEN Centurion Cards and only within the geographic scope of the United States, its territories and possessions for OPEN Platinum Cards. This coverage is always excess insurance. In regards to Membership Rewards redemption certificates, coverage is only provided to Rental Autos rented in the United States, Guam or the Commonwealth of the Northern Marianas.

"Rental Auto" means a four-wheeled, two-axle passenger type motor vehicle, designed for and sold to accommodate private passenger transport on public roads.

### **Who is Eligible for Coverage**

You are eligible for coverage under the Policy if you are a U.S. Platinum, U.S. OPEN Platinum, Centurion or U.S. OPEN Centurion Card member ("Cardmember"). You are a U.S. Platinum, U.S. OPEN Platinum, Centurion or a U.S. OPEN Centurion Card member if (1) you are an American Express Basic or Additional Cardmember and a U.S. Platinum, U.S. OPEN Platinum, Centurion or a U.S. OPEN Centurion Card (referred to as the "Card") is issued in your name, (2) your Card account is billed from a U.S. operating center in U.S. dollars, and (3) you maintain your Permanent Residence within the United States Territory of Guam or the Commonwealth of the Northern Marianas.

"Permanent Residence" means the Covered Person's one primary dwelling place where the Covered Person permanently resides and intends to return.

During the period of the rental, as indicated by the rental agreement, the Cardmember is covered provided the Cardmember is the Primary Renter. The Cardmember's Passengers (or their possessions) are covered only while riding or secured in, being secured in, getting into, removed from or getting out of the covered Rental Auto.

"Passenger" means a person other than the Cardmember renting the Rental Auto, who is permitted to ride in, board or alight from the covered Rental Auto, including persons permitted to operate the Rental Auto in accordance with the rental agreement between the Cardmember and the Rental Company.

"Commercial Car Rental Company" or "Car Rental Company" means any commercial car rental agency which rents Rental Autos, except when used in conjunction with the Membership Rewards redemption certificate, in which case, the participating Car Rental Companies mean [Avis, Enterprise, and National]. For the purposes of this Description of Coverage Commercial Car Rental Company means "Rental Company."

### **How to Activate Coverage**

Coverage for theft of or damage to a Rental Auto is activated when the Cardmember:

- 1a. presents his or her eligible Card to the Rental Company to reserve the Rental Auto, by making a reservation; or by placing a hold or deposit at the time the Rental Auto is checked out;
- 1b. declines the full Collision Damage Waiver or similar option (CDW), or pays for a partial collision damage waiver, offered by the Rental Company;
- 1c. is the Primary Renter, which is defined as the Cardmember, who is named on the written agreement with the Rental Company as the person renting and taking control and possession of the Rental Auto ("Primary Renter"); and
- 1d. uses the Card to pay for the entire auto rental from the Rental Company at the time of vehicle return; Or,
  - 2a. presents a Membership Rewards redemption certificate, and
  - 2b. uses a Membership Rewards redemption certificate at a participating Commercial Car Rental Company.

Applies to Platinum, Centurion and OPEN Centurion Cards only: Coverage for personal effects, personal injury medical expenses and accidental death and dismemberment are activated when:

1. all conditions listed above are satisfied; and
2. the Cardmember declines the Personal Accident Insurance and Personal Effects (Baggage) coverage and similar options offered by the Rental

Company.

Coverage continues in effect while the Rental Auto remains under the care, control and possession of the Cardmember. A Cardmember, who is physically challenged and unable to operate the Rental Auto, may be the Primary Renter if he/she is the Cardmember entering into the rental transaction.

A Membership Rewards redemption certificate can only be redeemed by eligible Cardmembers. Benefits will not be paid when a Membership Rewards redemption certificate has been transferred to non-eligible Cardmembers and/or non-Cardmembers.

**When Coverage Terminates**

Coverage for theft of or damage to the Rental Auto terminates when:

- 1. the Rental Company resumes control of the Rental Auto, or 30 consecutive days after the Rental Auto was checked out, whichever is earlier; or
- 2. the Policy is cancelled.

**Length of Coverage**

Car Rental Loss and Damage Insurance covers eligible Rental Autos when rented under a written rental agreement from a Rental Company for no more than 30 consecutive days.

Note: In no event shall coverage be provided when the Cardmember rents a Rental Auto beyond 30 consecutive days from the same Rental Company, regardless of whether the original agreement is extended, or a new written agreement is entered into, or a new vehicle is rented.

Additionally, no coverage will be provided when the Primary Renter rents a Rental Auto for more than 30 consecutive days out of a 45 day period within the same geographic market/location (75 mile radius).

**What is Covered**

A. Car Rental Loss and Damage Insurance reimburses a Cardmember for payments for damage to or theft of a Rental Auto that the Cardmember is required to make, up to the lesser of: 1) the actual cost to repair the Rental Auto, 2) the wholesale Book value minus salvage and depreciation costs, or 3) the purchase invoice price of the Rental Auto minus salvage and depreciation costs. The coverage also reimburses the Cardmember for reasonable charges (those charges incurred at the closest facility that are usual and customary in the vicinity in which the loss or disablement took place) imposed by the

Rental Company, such as towing or storage and Loss of Use.

"Loss of Use" means the unavailability of a Rental Auto and consequent loss of revenue by the Rental Company due to damage or theft. Unless otherwise required by law, the Rental Company must submit a fleet utilization log indicating that during such time:

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

Car Rental Loss and Damage Insurance covers no other type of loss. For example, in the event of a collision involving the Cardmember's Rental Auto, damage to any other driver's car or the Injury of anyone or anything is not covered.

Note: This policy does not provide liability or any other coverage such as Uninsured Motorists, benefits under any Worker's Compensation law, Disability benefits law or other mandated Government plans.

- B. Certain necessary covered medical expenses incurred as a result of an accident by the Cardmember or a Passenger are payable up to a maximum\*\* of \$5000 per person. The Cardmember and Passengers of the Cardmember are insured only while riding in, getting into or out of the Rental Auto (see the exclusions below). Covered medical expenses are necessary services and supplies which are recommended by the attending physician. They include: the services of a legally qualified physician, surgeon, graduate nurse, or dentist; charges for hospital confinement and use of operating rooms; charges for anesthetics, laboratory tests, ambulance service, drugs, medicines and therapeutic services and supplies. Treatment for injuries must be received within 90 days of the accident which caused them, and all services, supplies, or treatment must be received within 52 weeks of the date of the accident. This insurance will not pay benefits in excess of the reasonable and customary charges commonly used by providers of medical care in the locality in which the care is furnished. This coverage is secondary to all other valid and collectible insurance and shall apply only when such other collectible insurance benefits are exhausted.
- C. If a Cardmember or Passenger suffers an accidental death or accidental dismemberment as a direct result of an accident that occurs while within the Rental Auto, the plan pays \$200,000\*\* for loss of life of the Cardmember and \$20,000\*\*

for loss of life of each Passenger. Smaller benefits are payable in the event of loss of eyesight, speech, hearing, or certain limbs due to a covered Injury (see exclusions below). The loss must occur within 365 days after the date of the accident. If more than one loss is sustained as the result of one accident, the amount payable shall be the largest amount shown in the Table of Losses. The amounts payable for each loss are:

Table of Losses: Loss of Life (100%), Both Hands or Both Feet (100%), Sight of Both Eyes (100%), One Hand and One Foot (100%), Either Hand or Foot and the Sight of One Eye (100%), Speech and Hearing in Both Ears (100%), Either Hand or Foot (50%), Sight of One Eye (50%), Speech (50%), Hearing in Both Ears (50%), Thumb and Index Finger of the Same Hand (25%).

"Loss" with regard to:

1. Hand or foot means actual severance through or above the wrist or ankle joints;
2. Eye means entire and irrecoverable loss of sight;
3. Speech or hearing means entire and irrecoverable loss of speech or hearing of both ears;
4. Thumb and index finger means actual severance through or above the joint that meets the hand at the palm.

"Injury" means bodily injury caused by an accident occurring while this coverage is in force as to the Cardmember and Passenger and resulting, directly and independently of all other causes, in loss covered by this policy.

- D. Personal property that a Cardmember or a Passenger brings with him or her is covered for theft or damage which is not paid by other insurance. This insurance will reimburse the Cardmember or Passenger the lesser of the following: actual cash value at the time of loss (replacement cost less depreciation) as determined by Tokio Marine Pacific Insurance Limited or cost of repair or replacement. Cardmember property and Passenger property are each covered for up to \$1,000 while the total coverage for all occupants is \$2,000. The Cardmember and Passenger's property is covered while secured in, being secured in the Rental Auto or removed from the Rental Auto (subject to the exclusions below).

**What Excess Coverage Means**

Car Rental Loss and Damage Insurance is an excess

insurance plan, and all benefits except those for accidental death and dismemberment will be paid on an excess reimbursement basis. This means that this excess coverage will reimburse the Cardmember only for losses/expenses not covered by plans, such as a partial collision damage waiver, any personal auto insurance, employer's auto insurance or reimbursement plan or other sources of insurance. When these other plans apply, a Cardmember must first seek payment or reimbursement and receive a determination based on the stated terms of such other plans, that any such plans do not provide coverage before this excess coverage will reimburse the Cardmember.

**Vehicles Not Covered**

Car Rental Loss and Damage Insurance does not cover rentals of:

1. expensive autos, which means autos with an original manufacturer's suggested retail price of \$75,000 or more when new;
2. exotic cars regardless of year or value, including but not limited to Chevrolet Corvette, Toyota Supra, Mazda RX-7, Dodge Viper and Stealth, Plymouth Prowler, Mitsubishi 3000 GT, Nissan 300 ZX, Jaguar XJS, X series and convertibles, Acura NSX and convertibles, Mercedes SL, SLK, CLK, S Coupe and E320, Coupe and Convertible, BMW M3, Z3 and 8 series, Cadillac Allante. All Porsche, Ferrari, Lamborghini, Maserati, Aston Martin, Lotus, Bugatti, Vector, Shelby Cobra, Bentley, Rolls Royce;
3. trucks, pick-ups, cargo vans, custom vans;
4. full-sized vans, including but not limited to Ford Econoline or Club Wagon, Chevy Van or Sportvan, GMC Vandura and Rally, Dodge Ram Vans and Ram Wagon;
5. vehicles which have been customized or modified from the manufacturer's factory specifications except for driver's assistance equipment for the physically challenged;
6. vehicles used for hire or commercial purposes;
7. mini-vans used for commercial hire;  
Note: Passenger Mini-Vans (not Cargo Mini- Vans) with factory specified seating capacity of 8 passengers or less, including but not limited to Dodge Caravan, Plymouth Voyager, Ford Windstar and Nissan Quest are covered when rented for personal or business use only.
8. antique cars, which means cars that are 20 years old or have not been manufactured for 10 or more years;
9. limousines;
10. full sized sport utility vehicles, including but not limited to, Chevrolet/GMC Suburban, Tahoe and Yukon, Ford Expedition, Lincoln Navigator, Toyota

Land Cruiser, Lexus LX450, Range Rover or full-sized Ford Bronco;

For Centurion and OPEN Centurion Cards only:

Full-sized sport utility vehicles including but not limited to Range Rover;

Note: full sized sport utility vehicles with an original manufacturer's suggested retail price of less than \$75,000 are covered when rented for personal or business use only.

11. sport/utility vehicles when driven "off-road";  
Note: Compact sport/utility vehicles, including but not limited to, Ford Explorer, Jeep Grand Cherokee, Nissan Pathfinder, Toyota Four Runner, Chevrolet Blazer and Isuzu Trooper and Rodeo are covered when driven on paved roads; and
12. off-road vehicles, motorcycles, mopeds, recreational vehicles, golf or motorized carts, campers, trailers and any other vehicle which is not a Rental Auto.

**Losses Not Covered**

Car Rental Loss and Damage Insurance does not cover losses caused by or contributed to by:

1. operation of the Rental Auto in violation of the terms and conditions of the Rental Company agreement (including but not limited to losses occurring when: a person not permitted to operate the vehicle pursuant to terms of the rental agreement was in possession or control of the vehicle; or, driving the vehicle outside of the authorized rental territory);
2. leased or mini-leased vehicles;
3. costs attributed to the Commercial Car Rental Company's normal course of doing business;
4. intentional damage;
5. illegal activity, such as losses where the Rental Auto was used for, or involved in illegal activity or felony;
6. pre-existing conditions, damage or defect;
7. alcohol intoxication on the part of the driver, as defined in the state where the accident occurred;
8. voluntarily taking any drug or acting under the influence or effect of that drug (unless taken as prescribed or administered by a doctor);
9. war or military activity;
10. radioactivity;
11. confiscation by authority;
12. wear and tear, including gradual deterioration;
13. damage which is due and confined to freezing, mechanical or electrical breakdown or failure unless such damage results from a theft covered by the Policy;
14. failure to return keys to the Rental Company when the vehicle is stolen;

15. theft or damage to unsecured vehicles;
16. theft of or damage to tires (flats or blowouts), unless damaged by fire, malicious mischief, vandalism, or stolen, unless the loss is coincident with and from the same cause as other loss covered by the Policy; and
17. off-road operation of the vehicle.

Car Rental Loss and Damage Insurance does not cover, and benefits will not be paid for:

1. sales tax related to repair of damages, unless reimbursement of such sales tax is required by law;
2. damage to any vehicle other than the Rental Auto;
3. damage to any property other than the Rental Auto, owner's property, or items not permanently attached to the Rental Auto;
4. the injury of anyone or anything;
5. expenses assumed, waived or paid for by the Rental Company or its insurer;
6. expenses covered by the Cardmember's personal auto insurer, employer or employer's insurer, or authorized driver's insurer;
7. value added tax or similar tax, unless reimbursement of such tax is required by law;
8. diminishment of value;
9. any Rental Auto used for hire or commercial purposes; and
10. depreciation, unless reimbursement for depreciation is required by law.

With respect to persons, Car Rental Loss and Damage Insurance does not cover:

1. preexisting conditions;
2. suicide while sane or intentionally self-inflicted injury;
3. sickness, disease or infection, except pyogenic bacterial infections;
4. flying an aircraft;
5. team sports; racing, sky-scuba-skin or deep- sea diving, hang gliding or parachuting; and
6. dental treatment, eyeglasses, contact lenses or exams, hearing aids, prosthetic limbs.

With respect to personal effects, Car Rental Loss and Damage Insurance does not cover:

1. animals;
2. other conveyances or appurtenances;
3. household furniture;
4. money, securities, tickets, documents;
5. sporting equipment during the use thereof;
6. art objects; and
7. items stolen from unlocked automobiles.

Car Rental Loss and Damage Insurance will not pay claims arising from any injury for which the Cardmember or Passenger (a) received medical

treatment, (b) received a recommendation for medical treatment, or (c) took prescribed drugs or medicine, in the 90-day period before the Cardmember's or Passenger's coverage commenced under this insurance.

**How to File a Claim**

Notification of damage, including vandalism, theft, or an accident must be reported to the appropriate law enforcement agency as soon as reasonably possible. This requirement applies regardless of whether the Rental Auto is involved with other vehicles. Failure to notify may result in denial of benefits.

If a loss occurs, a Cardmember should promptly notify the Car Rental Loss and Damage Claims Unit toll free at 1 800-338-1670 in the U.S. only or call (440)914-2950 from other locations worldwide. If the failure of a Cardmember to promptly report a loss prejudices the rights of the Insurer, the claim may be denied.

A representative will answer any questions a Cardmember may have and will send the Cardmember a claim form with instructions. Complete and sign the claim form. Written proof of loss, which includes the claim form and all other requested documentation (listed below), must be received within 60 days following the date of the damage or theft by: American Express Car Rental Loss and Damage Claims Unit, P.O. Box, 94729, Cleveland, Ohio 44101-4729. If the proof of loss and other documentation is not received within 60 days of the date of loss, coverage may be denied.

Required documentation may consist of, but is not limited to:

1. our signed and completed claim form;
2. an itemized repair bill;
3. a copy of the charge slip for the rental of the Rental Auto, Rental Auto contract or machine generated receipt to show rental was charged and paid for with an American Express Card;
4. a police report (if applicable)
5. photos of the damaged vehicle, if available;
6. a copy of the Cardmember's, authorized driver's or employer's auto insurance coverage, or a notarized letter stating no insurance;
7. a copy of all claim documents and correspondence, provided by the Car Rental Company;
8. a copy of the Rental Company's utilization log;
9. a copy of the driver's license of the Cardmember and/or authorized driver, unless the driver's license number shows on the rental agreement;
10. a copy of the written rental agreement, front and

back, which documents when the Rental Auto was checked out and checked in; and

11. information pertaining to other available insurance coverage(s).

Cardmember cooperation with issues related to their benefits is required. If all required documentation is not received within 180 days of the date of loss (except for documentation which has not been furnished for reasons beyond the Cardmember's control), coverage may be denied.

**How Benefits are Paid**

All Car Rental Loss and Damage Insurance payments reimbursable under the policy are payable to the Cardmember; except that payment may be made, at the discretion of the Insurer, jointly to the Cardmember and the Commercial Car Rental Company when the Car Rental Company has not been reimbursed for the covered loss or damage, or the Cardmember has not validly assigned his/her payments to the Rental Company or any other party.

All other payments, with the exception of loss of life, shall be payable to the Cardmember or Passenger. Payments for loss of life of a Cardmember or Passenger shall be payable to the first surviving class of the following: 1) his or her spouse or Domestic Partner; 2) his or her children, equally per stirpes; 3) his or her estate.

"Domestic Partner" means persons of the same or opposite gender who either,

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

Note: Benefits will not be paid if, on the date of loss, on the date of claim filing, or on the date of potential claim payment, any amount due on Your Card account is past due or Your Card is cancelled.

**Rights of Recovery**

In the event of a payment under this policy, the Insurer

is entitled to all the rights of recovery that the Cardmember, to whom payment was made, has against another. That Cardmember must sign and deliver to the Insurer, any legal papers relating to that recovery, do whatever else is necessary to help the Insurer exercise those rights and do nothing after loss to harm the Insurer's rights.

When a Cardmember or Commercial Car Rental Company has been paid damages under this, and also recovers from another, the amount recovered from the other shall be held by that Cardmember or Commercial Car Rental Company in trust for the Insurer and reimbursed to the extent of the Insurer's payment.

As a condition precedent to coverage, the Cardmember is required, and has a duty to fully cooperate with the Insurer in any investigations, subrogation matters or legal proceedings by providing copies of any and all legal notices and any and all statements, including sworn statements and contributing any other papers and documents to reasonably assist in the disposition of the legal matter.

**Notification of Legal Action**

When a Cardmember is served with suit and/or

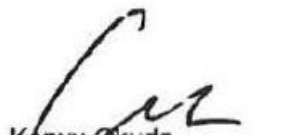
summons papers relating to a Car Rental Loss and Damage claim, the Cardmember must notify (see address and phone number under "Claims Notice" section) and provide copies of the suit or summons papers to the Car Rental Loss and Damage claims unit within 15 days of when the Cardmember is served. Failure to comply may result in denial of benefits.

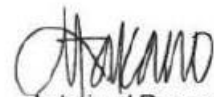
**Additional Information for You**

This coverage is underwritten by Tokio Marine Pacific Insurance Limited ("Insurer") through insurance Policy CRCB000000108 (the "Policy") issued to American Express Travel Related Services Company, Inc. and its participating subsidiaries, affiliates and licensees. The Policy may be changed or terminated.

This Description of Coverage is an important document. Please keep it in a safe place. Although it describes the present form of insurance as it exists at the time of printing, this document is not the Policy or contract of insurance. The benefits described in this document are subject to all of the terms, conditions and exclusions of the Policy issued by the underwriter. This document replaces any prior Description of Coverage under the Policy which may have been furnished to the Cardmember.

  
Masaaki Morimoto  
President

  
Kenyu Okuda  
Chief Operating Officer

  
Authorized Representative  
at Hagatna, Guam

\*\* Total Losses paid for covered medical expenses and death and dismemberment losses during any one auto rental period will not exceed \$300,000 for all Cardmembers and Passengers as a result of one accident or incident or loss. If the total accumulated is more, benefits will be allocated in proportion to total otherwise due.

## CAR RENTAL LOSS AND DAMAGE INSURANCE INSURANCE POLICY

Underwritten by AMEX Assurance Company  
Administrative Office, 20022 N. 31<sup>st</sup> Ave. MC: 08-01-20 Phoenix AZ 85027

Car Rental Loss and Damage Insurance provides Authorized Driver(s) with insurance coverage for Damage to or Theft of most Rental Vehicles when the Card Member uses the Card to pay for the Entire Rental from any Rental Company. Damage to or Theft of a Rental Vehicle coverage is always secondary to any other insurance.

Coverage is worldwide except for vehicles rented in Australia, Italy, New Zealand and any country on the Office of Foreign Assets Control (“OFAC”) sanctioned country list. Coverage will be voided if a Rental Vehicle is rented in any country on the OFAC sanctioned country list.

This Plan does not provide insurance for personal liability, uninsured/underinsured motorists, personal injury protection, worker's compensation injuries, disability benefits of any kind, any coverage mandated by government or any other form of insurance coverage except as specifically described in this Insurance Policy.

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### I. DEFINITIONS

Certain words used in this Insurance Policy 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.

**Accident** means a motor vehicle incident that results in Damage to the Rental Vehicle.

**Account** means Your American Express® Card on which the record of the charge for the Entire Rental is made.

**Additional Card Member** means a person who has received an American Express Card at the request of a Basic Card Member for use in connection with the Basic Card Member’s Account.

**American Express Card** means any card bearing an American Express trademark or logo authorized by American Express Travel Related Services Company Inc., or its subsidiaries or affiliates, which can be used to purchase goods or services at merchants on the American Express Network and which American Express Travel Related Services Company, Inc. designates as eligible for coverage under the Policy.

**Authorized Driver** means a person listed on the Rental Agreement between the Card Member and the Rental Company, at the time the Card Member takes possession of the Rental Vehicle, who is permitted to operate the Rental Vehicle according to the terms of the Rental Agreement.

**Basic Card Member** means a person who has been issued a United States of America based proprietary American Express Card and who has an Account.

**Card Member** means a person who has been issued a United States of America based proprietary American Express Card, and who has a Permanent Residence in the 50 United States of America, or the District of Columbia, or Puerto Rico or the U.S. Virgin Islands. Card Member must rent the Rental Vehicle, sign the Rental Agreement

with the Rental Company and take possession of, or permit an Authorized Driver to take possession of, the Rental Vehicle.

**Common Carrier** 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.

**Common Carrier 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 Card Member or for which a Card Member may benefit that may be used to pay, in full or in part, or otherwise defray or reduce the costs of Rental Vehicle.

**Company** means AMEX Assurance Company.

**Damage** means the effect of any contact with or treatment of the Rental Vehicle which requires repair in order to restore the Rental Vehicle to its pre-rental condition.

**Entire Rental** means the full rental cost for a Rental Vehicle, less any applicable Rental Company discount/coupon applied to the rental rate, charged to an eligible American Express Card and/or combined with American Express Membership Reward Points or American Express Pay with Points programs. Entire Rental does not include fees on a Rental Vehicle defrayed in full or in part with loyalty points from the Rental Companies or Common Carrier Frequent Flyer Miles.

**Insurance Policy or Policy** means the contract issued to the Policyholder provided the benefits described herein.

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

**Membership Rewards® Points** means credits obtained through the Membership Rewards program available with most American Express Cards, which are earned when making certain purchases with such cards. In some cases, participating Card Members receive a redemption certificate in order to use their Membership Rewards points.

**Pay with Points** is a process that may be available to an individual who accrues American Express Membership Rewards Points and then uses the Membership Rewards Points to pay for travel by converting them to statement credits to off-set some or all of the expense of that travel reflected on the individual's Account statement.

**Permanent Residence** means the one primary dwelling place where the Card Member resides and to which they intend to return, and, if necessary, can be evidenced by a current and active official form of identification. Examples include, but are not limited to: State issued Identification Card, Driver License, and Voter Identification Card.

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

**Policyholder** means the Card Member.

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

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

**Rental Period** means the period of time during which You rent a Rental Vehicle pursuant to a Rental Agreement.

**Rental Vehicle** means a four-wheeled, two-axle passenger type motor vehicle, designed for and sold to accommodate private passenger transport on public roads, rented to the Card Member by the Rental Company,



and intended to be operated by the Card Member or other Authorized Driver by means of a Rental Agreement with the Rental Company.

**Secured** means locked in the trunk of the Rental Vehicle or locked in the seating compartment of the Rental Vehicle with all windows fully closed and all Card Members, Authorized Drivers and Passengers are absent from the vicinity of the Rental Vehicle.

**Theft** means the taking and driving of the Rental Vehicle by a person other than the Card Member or an Authorized Driver without the permission of the Card Member or the Authorized Driver.

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

**Wholesale Book Value** means wholesale or trade-in book value of the rental vehicle based on the National Automobile Dealers Association website at [www.nada.com](http://www.nada.com) or similar source.

**You and Your** means the Card Member.

## II. **ELIGIBILITY AND COVERAGE ACTIVATION**

### **Who is Eligible to Receive Benefits**

You are eligible to receive benefits in accordance with this Policy if:

1. You are a Basic Card Member or Additional Card Member;
2. You were the person who signed the Rental Agreement;
3. You maintain your Permanent Residence within the 50 United States of America, or the District of Columbia, or Puerto Rico or the U.S. Virgin Islands; and
4. You have fully activated coverage.

### **How to Activate Coverage**

Coverage for Theft of or Damage to an eligible Rental Vehicle is activated when:

1. You decline the full collision damage waiver (CDW) or similar option, or pay for a partial collision damage waiver, offered by the Rental Company;
2. You or the Authorized Driver is named on the Rental Agreement as the person renting and take control and possession of the Rental Vehicle; and
3. You use Your Account, American Express Membership Reward Points and/or American Express Pay with Points to hold or place a deposit at the time the rental is checked out and to pay for the Entire Rental from the Rental Company. Coverage will not be activated if You pay for any portion of the Rental Vehicle by some other means.

## III. **DESCRIPTION OF BENEFITS**

### **What is Covered**

If Damage to or Theft of a Rental Vehicle occurs while coverage is in effect, the Plan will pay a benefit up to a maximum of \$75,000 per Rental Agreement for:

1. The lesser of:
  - a. the actual cost to repair the Rental Vehicle;
  - b. the Wholesale Book Value of the Rental Vehicle, minus salvage and depreciation costs; or
  - c. the purchase invoice price of the Rental Vehicle, minus salvage and depreciation costs.
2. Reasonable and necessary charges related to the Rental Vehicle subsequent to the Damage or Theft, such as Loss of Use, appraisal fees provided they are supported with verifiable documentation, towing charges (which are not covered by other roadside assistance programs available to the Card Member) and storage, which are charged by the nearest vendor or facility capable of rendering assistance and which are usual and customary in the locale where the Damage or Theft occurred.

Only a Card Member has a legal and equitable right to this insurance benefit available under the Plan.

### **Length of Coverage**

This Plan covers eligible Rental Vehicles for the first 30 consecutive days.

In no event shall coverage be provided for a Rental Vehicle beyond 30 consecutive days from the same Rental Company, regardless of whether the original Rental Agreement is extended, or a new written Rental Agreement is entered into, or a different vehicle is rented.

## **IV. EXCLUSIONS**

### **General Exclusions**

This Plan does not cover losses for which coverage sought was directly or indirectly, wholly or partially contributed to or caused by:

1. war or acts of war (whether declared or undeclared), participation in a felony, riot, civil disturbance, protest or insurrections, service in the armed forces or units auxiliary to it;
2. operation of the Rental Vehicle in violation of the terms and conditions of the Rental Agreement (including but not limited to losses occurring when: a person other than an Authorized Driver was in possession or control of the vehicle; or driving the vehicle outside of the authorized rental territory);
3. costs attributed to the Rental Company's normal course of doing business;
4. illegal activity by the Authorized Driver of the Rental Vehicle;
5. alcohol intoxication on the part of the Authorized Driver of the Rental Vehicle, as defined in the state where the Accident occurred;
6. an Authorized Driver voluntarily taking any drug or acting under the influence or effect of that drug (unless taken as prescribed or administered by a Doctor);
7. off-road operation by the Authorized Driver of the Rental Vehicle;
8. injury of anyone or anything other than the Rental Vehicle; and
9. personal liability, uninsured/underinsured motorists, personal injury protection, worker's compensation injuries, disability benefits of any kind, any coverage mandated by government or any other form of insurance coverage except as specifically described in this Policy.

### **Vehicles Not Covered**

This Plan does not cover rentals of:

1. cargo vans, custom vans, vans with a seating capacity over 8 passengers, cube van or box truck, or any truck that has a gross vehicle weight rating of 10,000 lbs or more;
2. Rental Vehicles which have been customized or modified from the manufacturer's factory specifications except for driver's assistance equipment for the physically challenged;
3. any Rental Vehicles used by an Authorized Driver for commercial or hire purposes;
4. leased or mini-leased vehicles;
5. antique cars, which means cars that are 20 years old or have not been manufactured for 10 or more years;
6. limousines;
7. off-road vehicles, motorcycles, mopeds, recreational vehicles, golf or motorized carts, campers, trailers and any other vehicle which is not a Rental Vehicle; and
8. Rental Vehicles rented in Australia, Italy, New Zealand and any country on the OFAC sanctioned country list.

### **Losses Not Covered**

This Plan does not cover losses caused by or contributed to by, directly or indirectly, wholly or partially:

1. intentional Damage by an Authorized Driver of the Rental Vehicle;
2. Damage that occurred prior to the Rental Period;
3. manufacturing defects in the Rental Vehicle;
4. confiscation by authority;
5. wear and tear, including gradual deterioration;
6. Damage which is due and confined to freezing, mechanical or electrical breakdown or failure unless such Damage results from a Theft covered by the Plan;

7. Theft or Damage to Rental Vehicles that are unlocked or not Secured at the time of Theft or Damage;
8. Theft of or Damage to tires (flats or blowouts), unless Damaged by fire, malicious mischief, vandalism, or stolen, unless the loss is coincident with and from the same cause as other loss covered by the Plan;
9. Damage to any vehicle other than the Rental Vehicle; and
10. Damage to any property other than the Rental Vehicle, owner's property, or items not permanently attached to the Rental Vehicle.

This Plan does not cover, and benefits will not be paid for:

1. sales tax related to repair of damages, unless reimbursement of such sales tax is required by law;
2. value added tax or similar tax, unless reimbursement of such tax is required by law;
3. roadside assistance fees;
4. expenses assumed, waived or paid for by the Rental Company or its insurer;
5. expenses covered by the Card Member's personal vehicle insurer, employer or employer's insurer, Authorized Driver's insurer, or other insurance;
6. diminishment of value; and
7. depreciation, unless reimbursement for depreciation is required by law.

## V. **CLAIMS PROCESS**

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.

### **Notifying Law Enforcement Agency**

Notification of Damage, including vandalism, Theft, or an Accident must be reported to the appropriate law enforcement agency as soon as reasonably possible. This requirement applies regardless of whether the Rental Vehicle is involved with other vehicles. Failure to notify may result in denial of benefits.

### **Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the loss. You or the Authorized Driver may contact the Company by calling toll-free stateside 1-800-338-1670 or, if from overseas, by calling collect 1-216-617-2500. You or the Authorized Driver may also write to Us at Car Rental Loss and Damage Insurance Claims Unit, PO Box 94729, Cleveland, Ohio 44101-4729.

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 Notice of Claim was provided as soon as reasonably possible. At the time You or the Authorized Driver provides Us with Notice of Claim, We will assist with completion of the Proof of Loss by providing instructions and/or documents, which You or the Authorized Driver may have to complete and return to Us. You or the Authorized Driver are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process the claim, determine if benefits are payable and collect amounts recoverable from others. No claim will be denied based upon Your or the Authorized Driver's failure to provide notice within such specified time, unless this failure operates to prejudice Our rights.

### **Proof of Loss**

If required, a claim form will be sent to You or the Authorized Driver after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within sixty (60) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Car Rental Loss and Damage Insurance Claims Unit, PO Box, 94729, Cleveland, Ohio 44101-4729. If the required proof of loss and other documentation is not received within sixty (60) days of the date of loss (except for documentation which has not been furnished for reasons beyond Your or the Authorized Driver's control), coverage may be denied. It is the claimant's responsibility to provide all required documentation.

Required documentation may consist of, but is not limited to:

1. an itemized repair bill;

2. a copy of charge slip for the rental of the Rental Vehicle, Rental Agreement or machine generated receipt to show rental was charged and paid for with an American Express Card;
3. a police report (if applicable);
4. photos of the Damaged Rental Vehicle, if available;
5. a copy of the Card Member's, Authorized Driver's or employer's auto insurance coverage, or a notarized letter stating no insurance;
6. a copy of all claim documents and correspondence, provided by the Rental Company;
7. a copy of the Rental Company's utilization log or other verifiable documentation acceptable to Us;
8. a copy of the driver's license of the Card Member and/or Authorized Driver, unless the driver's license number shows on the Rental Agreement;
9. a copy of the written Rental Agreement, front and back, which documents when the Rental Vehicle was checked out and checked in;
10. information pertaining to other available insurance coverage(s); and
11. any other information reasonably required to process the claim including Our rights to recover from others.

Your or the Authorized Driver's cooperation with issues related to their benefits is required.

#### **Payment of Claims**

A claim for benefits provided by this Plan will be paid within ninety (90) days after Our receipt of satisfactory Proof of Loss documentation and 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.

## **VI. GENERAL PROVISIONS**

#### **Assignment**

This Policy may not be assigned and any purported assignment is void.

#### **Change of Permanent Residence**

You must notify Us as soon as possible if You change Your Permanent Residence. If the change is to a different state, Your Plan provisions may be adjusted to conform to the requirements of that state. We will send any and all notices or Plan related materials to Your last known address on file. If You fail to notify Us of a change in Your Permanent Residence, You may not receive all notices and Plan related materials.

#### **Clerical Error**

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

#### **Coordination of Benefits**

A Card Member may be covered for similar benefits under different products underwritten by the Company. If the products state that the similar benefits are either primary or that the benefits are secondary, the product with the lower level of benefits will pay first and the other product will provide secondary coverage.

#### **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 Policy and any applications, endorsements or riders make up the entire contract. Any statement You or the Authorized Driver make is a representation and not a warranty. This Policy may be changed at any time by written agreement by the Company. Changes shall take effect as of the date a replacement Policy is issued or the date otherwise communicated by the Company.

#### **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 the Authorized Driver or by anyone acting on Your or their behalf to obtain benefits, all benefits will be forfeited.

No coverage is provided if You or the Authorized Driver, whether before or after a loss, have:

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

We may be required to report suspicion of fraudulent activity and/or confirmed fraudulent activity to Your residency state's Department of Insurance.

#### **Legal Actions**

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

#### **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 any 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.

#### **Secondary Coverage**

This plan is secondary to all other valid and collectible insurance or other sources of indemnity and shall apply only when such other benefits are exhausted. We will pay only that portion of the loss benefit which is not reimbursed by other collectible insurance or other sources of indemnity, up to Our limits, as provided under the Description of Benefits section.

#### **When a Card Member has Coverage under similar products underwritten by AMEX Assurance Company**

A Card Member may be covered for similar benefits under different products underwritten by AMEX Assurance Company. If the products state that the similar benefits are either primary or that the benefits are excess, the product with the lower level of benefits will pay first and the other product(s) will provide excess coverage.

#### **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.

### **VII. TERMINATION OR CANCELLATION**

Coverage will terminate automatically on the earliest of the following:

1. when the Rental Company resumes control of the Rental Vehicle, or 30 consecutive days after the Rental Vehicle was checked out by You or another Authorized Driver, whichever is earlier;
2. the date You no longer maintain a Permanent Residence in the 50 United States of America, or the District of Columbia, or Puerto Rico or the U.S. Virgin Islands;

3. the date We notify You of our determination that Your enrollment or claims information contains a misrepresentation or fraudulent statement or fails to disclose material information;
4. the date You terminate Your Account and are no longer a Card Member;
5. the date Your Account is cancelled by American Express; or
6. the date the Plan is not available in the location where You maintain a Permanent Residence.

The Company has the right to cancel this Policy or any endorsement or rider 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. You will be eligible to receive benefits if You fully activated coverage in accordance with this Policy prior to the effective date of the Company's cancellation.

Termination or cancellation of coverage will not prejudice any claim submitted prior to termination or cancellation subject to all other terms of the Policy.

**VIII. IMPORTANT ADDITIONAL INFORMATION FOR YOU**

The benefits described herein are subject to all of the terms, conditions, and exclusions of the Policy. This Policy replaces any prior Policy which may have been issued to You. For any questions regarding the benefits described in this Policy, please call 1-800-338-1670 or International Collect 1-216-617-2500, the number listed on the back of Your card, or the number shown on Your card statement.

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

IN WITNESS WHEREOF, We have caused this Insurance Policy to be signed by Our officers:



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## AMENDATORY ENDORSEMENT

To be attached to and made a part of the Description of Coverage/Policy.

THIS ENDORSEMENT CHANGES YOUR DESCRIPTION OF COVERAGE/POLICY. PLEASE READ IT CAREFULLY.

### Applicable to Residents of Indiana

1. Any reference to personal injury protection in the Description of Coverage/Policy is hereby removed when the Description of Coverage/Policy is issued in conjunction with the Accidental Death and Dismemberment Benefit Rider and/or the Accidental Injury Benefit Rider.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED.



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

CRLDI-END1-IN 09/17

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT RIDER

To be attached to and made part of the Description of Coverage/Policy.

### A. DEFINITIONS

The following defined terms are added to the **Definitions** section:

**Accidental Death** means the death of a Card Member, Authorized Driver, or Passenger that is a direct result of an Accident. An Accidental Death may neither, directly or indirectly, wholly or partially, result from nor be caused or contributed to by a disease, illness or infirmity, nor the ingestion, injection or inhalation of any substance.

**Dismemberment** means with reference to:

1. an adjoining thumb and index finger, complete and permanent severance of both appendages through or above the joint where they meet the hand at the palm as a result of an Accident;
2. a hand or foot, complete and permanent severance through or above the wrist or ankle joint as a result of an Accident;
3. an eye, the irrecoverable loss of the entire sight as a result of an Accident;
4. speech, complete and irrecoverable loss of speech as a result of an Accident; or
5. hearing, complete and irrecoverable loss of hearing in both ears as a result of an Accident.

**Domestic Partner** means a person 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 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 lease, common bank accounts, credit cards, investments, or insurance.

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Preexisting Condition** is an injury or other medical condition that existed, or for which the Card Member, Authorized Driver, or Passenger was treated or received medical advice, before an Accident.

### B. ELIGIBILITY AND COVERAGE ACTIVATION

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Accidental Death and Dismemberment Benefit Rider**.

The following is added to the **How to Activate Coverage** section:

Coverage for Accident Death and Dismemberment is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and



- 2. the Card Member declines the Personal Accident Insurance coverage and/or similar options offered by the Rental Company.

**C. DESCRIPTION OF BENEFITS**

The following is added to the **What is Covered** section:

The Card Member, Authorized Drivers and Passengers are insured for an Accidental Death or Accidental Dismemberment that is a direct result of an Accident that occurs while riding within the Rental Vehicle.

If a Card Member, Authorized Driver, or Passenger suffers an Accidental Death, the Plan will pay to the beneficiary of that person \$200,000 if they are the Card Member and \$20,000 if they are an Authorized Driver or Passenger.

If a Card Member, Authorized Driver, or Passenger suffers Dismemberment, the Plan will pay to that person the benefit amount as determined from the Table of Losses for Dismemberment below. The table describes the percentage of the Accidental Death benefit, for which the Card Member, Authorized Driver, or Passenger will pay to such person who suffers Dismemberment:

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

Accidental Death or Dismemberment must occur within 365 days of the Accident.

With respect to the **Accidental Injury Benefit** and the **Accidental Death or Dismemberment Benefit**, for any one Accident resulting in Accidental Injury, Accidental Death or Dismemberment which merits payment under either or both of these two benefits, the maximum payment will not exceed \$300,000 for all Card Members, Authorized Drivers, or Passengers affected by any one Accident. The maximum payment will be apportioned to each person or to each person's beneficiary in the amount proportionate to the limit for which they were insured.

Only a Card Member, Authorized Driver, Passenger, and beneficiary have a legal and equitable right to this insurance benefit available under the Plan.

**D. EXCLUSIONS**

The **Injury** exclusion is replaced with:

Injury to anyone or anything other than the Rental Vehicle, except coverage for a Card Member, Authorized Driver, or Passenger described under the **Accidental Death and Dismemberment Benefit Rider**.

The following is added to the **Losses Not Covered** section:

With respect to the **Accidental Death and Dismemberment benefit**, Car Rental Loss and Damage Insurance does not cover losses caused or contributed to by, directly or indirectly, wholly or partially:

- 1. Preexisting Conditions;

2. suicide or self-destruction or any attempt thereat, intentionally self-inflicted Injury, suicide or any attempt thereat;
3. any disease, illness, or infirmity; and
4. team sports or racing.

#### **E. CLAIMS PROCESS**

The following is added to the **Payment of Claims** provision:

Benefits for loss of life of a Card Member will be paid to the designated beneficiary. Benefits for all other losses sustained by a Card Member will be paid to the Card Member, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and they have failed to specify the beneficiaries' respective interests, the designated beneficiaries shall share equally. If no beneficiary has been designated, or if the designated beneficiary does not survive the Card Member the benefits will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. spouse or Domestic Partner;
2. children, equally per stirpes; or
3. the estate.

Benefits for all losses sustained by an Authorized Driver or Passenger will be paid to the Authorized Driver or Passenger, if living, or otherwise will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. spouse or Domestic Partner;
2. children, equally per stirpes; or
3. the estate.

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon any such affidavit shall fully discharge the Company from all obligations under the Plan unless, before such payment is made, the Company has received at its Administrative Office written notice of a valid claim by some other person. Any amount payable to a minor may be paid to the minor's legal guardian.

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

#### **F. GENERAL PROVISIONS**

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

For the benefits described under the **Accidental Death and Dismemberment Benefit Rider**, the **Secondary Coverage** provision is hereby deleted.

The following provisions are added to the **General Provisions** section:

##### **Physical Examination and Autopsy**

The Company has the right, at its expense, to have the Card Member, Authorized Driver, or Passenger for whom a request for benefits is pending, examined as often as reasonable. The Company may require an autopsy, at its expense, unless the law forbids it. Card Member, Authorized Driver, or Passenger cooperation with issues related to the benefits is required. Failure to cooperate may result in denial of benefits.

##### **Beneficiary**

The Basic Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not Additional Card Members. An Additional Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not also the Basic Card Member, the Basic Card Member's spouse or Domestic partner or children, or Additional Card Members.

No one else may designate or change a previously designated beneficiary. For such designation or change to become effective, a written request, on a form satisfactory to the Company, must be filed with the Company. Such designation or change will take effect as of the date it was signed by the Card Member, provided it has been received by the Company, but any payment of proceeds made by the Company prior to receipt of such designation or change shall fully discharge the Company to the extent of such payment.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED.



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## ACCIDENTAL INJURY BENEFIT RIDER

To be attached to and made part of the Description of Coverage/Policy.

### A. DEFINITIONS

The following defined terms are added to the **Definitions** section:

**Accidental Injury** means bodily injury to a Card Member, Authorized Driver, or Passenger that is a direct result of an Accident. An Accidental Injury may neither, directly or indirectly, wholly or partially, result from nor be caused or contributed to by a disease, illness or infirmity, nor by the voluntary ingestion, injection or inhalation of any substance.

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

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

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Physician or Dentist** means a licensed practitioner of the healing arts who acts within the scope of his or her license for the service or treatment given. The treating Physician or Dentist may not be the Card Member's, Authorized Driver's, or Passenger's Family Member or anyone else related to them by blood.

**Preexisting Condition** is an injury or other medical condition that existed, or for which the Card Member, Authorized Driver, or Passenger was treated or received medical advice, before an Accident.

### B. ELIGIBILITY AND COVERAGE ACTIVATION

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Accidental Injury Benefit Rider**.

The following is added to the **How to Activate Coverage** section:

Coverage for Accidental Injury is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and
2. the Card Member declines the Personal Accident Insurance coverage and/or similar options offered by the Rental Company.

### C. DESCRIPTION OF BENEFITS

The following is added to the **What is Covered** section:

If a Card Member, Authorized Driver, or Passenger suffers an Accidental Injury, the Plan will pay a secondary benefit up to a maximum of \$5,000 for the treatment and supplies that are Medically Necessary, only when all insurance otherwise available to them is not sufficient and meets the following conditions:

1. Medically Necessary treatment must begin within 90 days of the Accident that caused the Accidental Injury and must be completed within 52 weeks after the Accident; and
2. the charges for Medically Necessary treatment are usual and customary up to the benefit maximum for each Card Member, Authorized Driver, and Passenger.

The Card Member, Authorized Drivers and Passengers are insured only while riding in, getting into or getting out of the Rental Vehicle.

With respect to the **Accidental Injury Benefit** and the **Accidental Death or Dismemberment Benefit**, for any one Accident resulting in Accidental Injury, Accidental Death or Dismemberment which merits payment under either or both of these two benefits, the maximum payment will not exceed \$300,000 for all Card Members, Authorized Drivers, or Passengers affected by any one Accident. The maximum payment will be apportioned to each person or to each person's beneficiary in the amount proportionate to the limit for which they were insured.

Only a Card Member, Authorized Driver, and Passenger have a legal and equitable right to this insurance benefit available under the Plan.

#### **D. EXCLUSIONS**

The **Injury** exclusion is replaced with:

Injury to anyone or anything other than the Rental Vehicle, except coverage for a Card Member, Authorized Driver, or Passenger described under the **Accidental Injury Benefit Rider**.

The following is added to the **Losses Not Covered** section:

With respect to **Accidental Injury benefit**, Car Rental Loss and Damage Insurance does not cover losses caused or contributed to by, directly or indirectly, wholly or partially:

1. Preexisting Conditions;
2. suicide or self-destruction or any attempt thereat, intentionally self-inflicted Injury, suicide or any attempt thereat;
3. any disease, illness, or infirmity; and
4. team sports or racing.

With respect to **Accidental Injury benefit**, Car Rental Loss and Damage Insurance does not cover, and benefits will not be paid for, dental treatment, eyeglasses, contact lenses or exams, hearing aids, or prosthetic limbs.

#### **E. GENERAL PROVISIONS**

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

The following is provision is added to the **General Provisions** section:

##### **Physical Examination and Autopsy**

The Company has the right, at its expense, to have the Card Member, Authorized Driver, or Passenger for whom a request for benefits is pending, examined as often as reasonable. The Company may require an autopsy, at its expense, unless the law forbids it. Card Member, Authorized Driver, or Passenger cooperation with issues related to the determination of benefits is required. Failure to cooperate may result in denial of benefits.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED.



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## PERSONAL PROPERTY BENEFIT RIDER

To be attached to and made part of the Description of Coverage/Policy.

### A. DEFINITIONS

The following defined terms are added to the **Definitions** section:

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Personal Property** means any property that accompanies Card Member, Authorized Driver or Passenger when entering the Rental Vehicle or that is Secured in the Rental Vehicle when such person is not sitting in or riding in the Rental Vehicle.

For purposes of this **Personal Property Benefit Rider**, the **Damage** and **Theft** definitions located under the **Definitions** section are replaced by the following:

**Damage** means any alteration or destruction of Personal Property which necessitates repair or replacement.

**Theft** means the taking of Secured Personal Property, without the permission of the Card Member, Authorized Driver, or Passenger who owns the Personal Property.

### B. ELIGIBILITY AND COVERAGE ACTIVATION

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Personal Property Benefit Rider**.

### C. DESCRIPTION OF BENEFITS

The following is added to the **How to Activate Coverage** section:

Coverage for Personal Effects is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and
2. the Card Member declines the Personal Effects coverage and/or similar options offered by the Rental Company.

The following is added to the **What is Covered** section:

Personal Property that a Card Member, Authorized Driver, or a Passenger brings with him or her is covered for Theft or Damage which is not paid by other insurance. This insurance will reimburse the Card Member, Authorized Driver, or Passenger the lesser of the following: 1) the actual cash value at the time of loss (replacement cost less depreciation) as determined by Company; 2) the cost of repair; or 3) the cost of replacement. Personal Property for each Card Member, Authorized Driver, and Passenger are covered for up to \$1,000 and is subject to a per Accident maximum of \$2,000. The Card Member, Authorized Driver, and Passenger's Personal Property is covered only while Secured in, being Secured in the Rental Vehicle, or being removed from the Rental Vehicle.

Only a Card Member, Authorized Driver, and Passenger have a legal and equitable right to this insurance benefit available under the Plan.

**D. EXCLUSIONS**

The following is added to the **Losses Not Covered** section:

With respect to **Personal Property**, Car Rental Loss and Damage Insurance does not cover losses caused or contributed to by, directly or indirectly, wholly or partially:

1. animals, or living plants;
2. furniture;
3. travelers checks, tickets of any kind, negotiable instruments (including, but not limited to, gift certificates, gift cards and gift checks), cash or its equivalent, rare stamps or coins, documents;
4. sporting equipment;
5. art; and
6. items stolen from a Rental Vehicle that is not Secured.

**E. GENERAL PROVISIONS**

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED.



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company



## Other State Notices

### FOR INDIANA RESIDENTS

**Questions regarding your policy or coverage should be directed to:**

**AMEX Assurance Company  
(800) 338-1670**

If you (a) need the assistance of the governmental agency that regulates insurance or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of insurance  
Consumer Services Division  
311 West Washington Street, Suite 300  
Indianapolis, IN 46204-2787

Consumer Hotline: (800) 622-4461; (317) 232-2395.

Complaints can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi)

## CAR RENTAL LOSS AND DAMAGE INSURANCE INSURANCE POLICY

Underwritten by AMEX Assurance Company  
Administrative Office, 20022 N. 31<sup>st</sup> Ave. MC: 08-01-20 Phoenix AZ 85027

Car Rental Loss and Damage Insurance provides Authorized Driver(s) with insurance coverage for Damage to or Theft of most Rental Vehicles when the Card Member uses the Card to pay for the Entire Rental from any Rental Company. Damage to or Theft of a Rental Vehicle coverage is always secondary to any other insurance.

Coverage is worldwide except for vehicles rented in Australia, Italy, New Zealand and any country on the Office of Foreign Assets Control (“OFAC”) sanctioned country list. Coverage will be voided if a Rental Vehicle is rented in any country on the OFAC sanctioned country list.

This Plan does not provide insurance for personal liability, uninsured/underinsured motorists, worker's compensation injuries, disability benefits of any kind, any coverage mandated by government or any other form of insurance coverage except as specifically described in this Insurance Policy.

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### **I. DEFINITIONS**

Certain words used in this Insurance Policy 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.

**Accident** means a motor vehicle incident that results in Damage to the Rental Vehicle.

**Account** means Your American Express® Card on which the record of the charge for the Entire Rental is made.

**Additional Card Member** means a person who has received an American Express Card at the request of a Basic Card Member for use in connection with the Basic Card Member’s Account.

**American Express Card** means any card bearing an American Express trademark or logo authorized by American Express Travel Related Services Company Inc., or its subsidiaries or affiliates, which can be used to purchase goods or services at merchants on the American Express Network and which American Express Travel Related Services Company, Inc. designates as eligible for coverage under the Policy.

**Authorized Driver** means a person listed on the Rental Agreement between the Card Member and the Rental Company, at the time the Card Member takes possession of the Rental Vehicle, who is permitted to operate the Rental Vehicle according to the terms of the Rental Agreement.

**Basic Card Member** means a person who has been issued a United States of America based proprietary American Express Card and who has an Account.

**Card Member** means a person who has been issued a United States of America based proprietary American Express Card, and who has a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands. Card Member must rent the Rental Vehicle, sign the Rental Agreement with

the Rental Company and take possession of, or permit an Authorized Driver to take possession of, the Rental Vehicle.

**Common Carrier** 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.

**Common Carrier 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 Card Member or for which a Card Member may benefit that may be used to pay, in full or in part, or otherwise defray or reduce the costs of Rental Vehicle.

**Company** means AMEX Assurance Company.

**Damage** means the effect of any contact with or treatment of the Rental Vehicle which requires repair in order to restore the Rental Vehicle to its pre-rental condition.

**Entire Rental** means the full rental cost for a Rental Vehicle, less any applicable Rental Company discount/coupon applied to the rental rate, charged to an eligible American Express Card and/or combined with American Express Membership Reward Points or American Express Pay with Points programs. Entire Rental does not include fees on a Rental Vehicle defrayed in full or in part with loyalty points from the Rental Companies or Common Carrier Frequent Flyer Miles.

**Insurance Policy or Policy** means the contract issued to the Policyholder provided the benefits described herein.

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

**Membership Rewards® Points** means credits obtained through the Membership Rewards program available with most American Express Cards, which are earned when making certain purchases with such cards. In some cases, participating Card Members receive a redemption certificate in order to use their Membership Rewards points.

**Pay with Points** is a process that may be available to an individual who accrues American Express Membership Rewards Points and then uses the Membership Rewards Points to pay for travel by converting them to statement credits to off-set some or all of the expense of that travel reflected on the individual's Account statement.

**Permanent Residence** means the one primary dwelling place where the Card Member resides and to which they intend to return, and, if necessary, can be evidenced by a current and active official form of identification. Examples include, but are not limited to: State issued Identification Card, Driver License, and Voter Identification Card.

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

**Policyholder** means the Card Member.

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

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

**Rental Period** means the period of time during which You rent a Rental Vehicle pursuant to a Rental Agreement.

**Rental Vehicle** means a four-wheeled, two-axle passenger type motor vehicle, designed for and sold to accommodate private passenger transport on public roads, rented to the Card Member by the Rental Company,

and intended to be operated by the Card Member or other Authorized Driver by means of a Rental Agreement with the Rental Company.

**Secured** means locked in the trunk of the Rental Vehicle or locked in the seating compartment of the Rental Vehicle with all windows fully closed and all Card Members, Authorized Drivers and Passengers are absent from the vicinity of the Rental Vehicle.

**Theft** means the taking and driving of the Rental Vehicle by a person other than the Card Member or an Authorized Driver without the permission of the Card Member or the Authorized Driver.

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

**Wholesale Book Value** means wholesale or trade-in book value of the rental vehicle based on the National Automobile Dealers Association website at [www.nada.com](http://www.nada.com) or similar source.

**You and Your** means the Card Member.

## II. **ELIGIBILITY AND COVERAGE ACTIVATION**

### **Who is Eligible to Receive Benefits**

You are eligible to receive benefits in accordance with this Policy if:

1. You are a Basic Card Member or Additional Card Member;
2. You were the person who signed the Rental Agreement;
3. You maintain your Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands; and
4. You have fully activated coverage.

### **How to Activate Coverage**

Coverage for Theft of or Damage to an eligible Rental Vehicle is activated when:

1. You decline the full collision damage waiver (CDW) or similar option, or pay for a partial collision damage waiver, offered by the Rental Company;
2. You or the Authorized Driver is named on the Rental Agreement as the person renting and take control and possession of the Rental Vehicle; and
3. You use Your Account, American Express Membership Reward Points and/or American Express Pay with Points to hold or place a deposit at the time the rental is checked out and to pay for the Entire Rental from the Rental Company. Coverage will not be activated if You pay for any portion of the Rental Vehicle by some other means.

## III. **DESCRIPTION OF BENEFITS**

### **What is Covered**

If Damage to or Theft of a Rental Vehicle occurs while coverage is in effect, the Plan will pay a benefit up to a maximum of \$75,000 per Rental Agreement for:

1. The lesser of:
  - a. the actual cost to repair the Rental Vehicle;
  - b. the Wholesale Book Value of the Rental Vehicle, minus salvage and depreciation costs; or
  - c. the purchase invoice price of the Rental Vehicle, minus salvage and depreciation costs.
2. Reasonable and necessary charges related to the Rental Vehicle subsequent to the Damage or Theft, such as Loss of Use, appraisal fees provided they are supported with verifiable documentation, towing charges (which are not covered by other roadside assistance programs available to the Card Member) and storage, which are charged by the nearest vendor or facility capable of rendering assistance and which are usual and customary in the locale where the Damage or Theft occurred.

Only a Card Member has a legal and equitable right to this insurance benefit available under the Plan.

### **Length of Coverage**

This Plan covers eligible Rental Vehicles for the first 30 consecutive days.

In no event shall coverage be provided for a Rental Vehicle beyond 30 consecutive days from the same Rental Company, regardless of whether the original Rental Agreement is extended, or a new written Rental Agreement is entered into, or a different vehicle is rented.

## **IV. EXCLUSIONS**

### **General Exclusions**

This Plan does not cover losses for which coverage sought was directly or indirectly, wholly or partially contributed to or caused by:

1. war or acts of war (whether declared or undeclared), participation in a felony, riot, civil disturbance, protest or insurrections, service in the armed forces or units auxiliary to it;
2. operation of the Rental Vehicle in violation of the terms and conditions of the Rental Agreement (including but not limited to losses occurring when: a person other than an Authorized Driver was in possession or control of the vehicle; or driving the vehicle outside of the authorized rental territory);
3. costs attributed to the Rental Company's normal course of doing business;
4. illegal activity by the Authorized Driver of the Rental Vehicle;
5. alcohol intoxication on the part of the Authorized Driver of the Rental Vehicle, as defined in the state where the Accident occurred;
6. an Authorized Driver voluntarily taking any drug or acting under the influence or effect of that drug (unless taken as prescribed or administered by a Doctor);
7. off-road operation by the Authorized Driver of the Rental Vehicle;
8. injury of anyone or anything other than the Rental Vehicle; and
9. personal liability, uninsured/underinsured motorists, worker's compensation injuries, disability benefits of any kind, any coverage mandated by government or any other form of insurance coverage except as specifically described in this Policy.

### **Vehicles Not Covered**

This Plan does not cover rentals of:

1. cargo vans, custom vans, vans with a seating capacity over 8 passengers, cube van or box truck, or any truck that has a gross vehicle weight rating of 10,000 lbs or more;
2. Rental Vehicles which have been customized or modified from the manufacturer's factory specifications except for driver's assistance equipment for the physically challenged;
3. any Rental Vehicles used by an Authorized Driver for commercial or hire purposes;
4. leased or mini-leased vehicles;
5. antique cars, which means cars that are 20 years old or have not been manufactured for 10 or more years;
6. limousines;
7. off-road vehicles, motorcycles, mopeds, recreational vehicles, golf or motorized carts, campers, trailers and any other vehicle which is not a Rental Vehicle; and
8. Rental Vehicles rented in Australia, Italy, New Zealand and any country on the OFAC sanctioned country list.

### **Losses Not Covered**

This Plan does not cover losses caused by or contributed to by, directly or indirectly, wholly or partially:

1. intentional Damage by an Authorized Driver of the Rental Vehicle;
2. Damage that occurred prior to the Rental Period;
3. manufacturing defects in the Rental Vehicle;
4. confiscation by authority;
5. wear and tear, including gradual deterioration;
6. Damage which is due and confined to freezing, mechanical or electrical breakdown or failure unless such Damage results from a Theft covered by the Plan;
7. Theft or Damage to Rental Vehicles that are unlocked or not Secured at the time of Theft or Damage;

8. Theft of or Damage to tires (flats or blowouts), unless Damaged by fire, malicious mischief, vandalism, or stolen, unless the loss is coincident with and from the same cause as other loss covered by the Plan;
9. Damage to any vehicle other than the Rental Vehicle; and
10. Damage to any property other than the Rental Vehicle, owner's property, or items not permanently attached to the Rental Vehicle.

This Plan does not cover, and benefits will not be paid for:

1. sales tax related to repair of damages, unless reimbursement of such sales tax is required by law;
2. value added tax or similar tax, unless reimbursement of such tax is required by law;
3. roadside assistance fees;
4. expenses assumed, waived or paid for by the Rental Company or its insurer;
5. expenses covered by the Card Member's personal vehicle insurer, employer or employer's insurer, Authorized Driver's insurer, or other insurance;
6. diminishment of value; and
7. depreciation, unless reimbursement for depreciation is required by law.

## **V. CLAIMS PROCESS**

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.

### **Notifying Law Enforcement Agency**

Notification of Damage, including vandalism, Theft, or an Accident must be reported to the appropriate law enforcement agency as soon as reasonably possible. This requirement applies regardless of whether the Rental Vehicle is involved with other vehicles. Failure to notify may result in denial of benefits.

### **Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the loss. You or the Authorized Driver may contact the Company by calling toll-free stateside 1-800-338-1670 or, if from overseas, by calling collect 1-216-617-2500. You or the Authorized Driver may also write to Us at Car Rental Loss and Damage Insurance Claims Unit, PO Box 94729, Cleveland, Ohio 44101-4729.

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 Notice of Claim was provided as soon as reasonably possible. At the time You or the Authorized Driver provides Us with Notice of Claim, We will assist with completion of the Proof of Loss by providing instructions and/or documents, which You or the Authorized Driver may have to complete and return to Us. You or the Authorized Driver are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process the claim, determine if benefits are payable and collect amounts recoverable from others. No claim will be denied based upon Your or the Authorized Driver's failure to provide notice within such specified time, unless this failure operates to prejudice Our rights.

### **Proof of Loss**

If required, a claim form will be sent to You or the Authorized Driver after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within ninety (90) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Car Rental Loss and Damage Insurance Claims Unit, PO Box, 94729, Cleveland, Ohio 44101-4729. If the required proof of loss and other documentation is not received within ninety (90) days of the date of loss (except for documentation which has not been furnished for reasons beyond Your or the Authorized Driver's control), coverage may be denied. It is the claimant's responsibility to provide all required documentation.

Required documentation may consist of, but is not limited to:

1. an itemized repair bill;
2. a copy of charge slip for the rental of the Rental Vehicle, Rental Agreement or machine generated

- receipt to show rental was charged and paid for with an American Express Card;
3. a police report (if applicable);
  4. photos of the Damaged Rental Vehicle, if available;
  5. a copy of the Card Member's, Authorized Driver's or employer's auto insurance coverage, or a notarized letter stating no insurance;
  6. a copy of all claim documents and correspondence, provided by the Rental Company;
  7. a copy of the Rental Company's utilization log or other verifiable documentation acceptable to Us;
  8. a copy of the driver's license of the Card Member and/or Authorized Driver, unless the driver's license number shows on the Rental Agreement;
  9. a copy of the written Rental Agreement, front and back, which documents when the Rental Vehicle was checked out and checked in;
  10. information pertaining to other available insurance coverage(s); and
  11. any other information reasonably required to process the claim including Our rights to recover from others.

Your or the Authorized Driver's cooperation with issues related to their benefits is required.

#### **Payment of Claims**

A claim for benefits provided by this Plan will be paid within thirty (30) days after Our receipt of satisfactory Proof of Loss documentation and 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.

## **VI. GENERAL PROVISIONS**

#### **Assignment**

This Policy may not be assigned and any purported assignment is void.

#### **Change of Permanent Residence**

You must notify Us as soon as possible if You change Your Permanent Residence. If the change is to a different state, Your Plan provisions may be adjusted to conform to the requirements of that state. We will send any and all notices or Plan related materials to Your last known address on file. If You fail to notify Us of a change in Your Permanent Residence, You may not receive all notices and Plan related materials.

#### **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 Policy and any applications, endorsements or riders make up the entire contract. Any statement You or the Authorized Driver make is a representation and not a warranty. This Policy may be changed at any time by written agreement by the Company. Changes shall take effect as of the date a replacement Policy is issued or the date otherwise communicated by the Company.

#### **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 the Authorized Driver or by anyone acting on Your or their behalf to obtain benefits, all benefits will be forfeited.

No coverage is provided if You or the Authorized Driver, whether before or after a loss, have:

1. concealed or misrepresented any fact upon which we rely, if the concealment or misrepresentation is

- material and is made with the intent to deceive; or
2. concealed or misrepresented any fact if the fact misrepresented contributes to the loss.

We may be required to report suspicion of fraudulent activity and/or confirmed fraudulent activity to Your residency state's Department of Insurance.

### **Legal Actions**

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

### **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 any 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.

### **Secondary Coverage**

This Plan is secondary to all other valid and collectible insurance or other sources of indemnity and shall apply only when such other benefits are exhausted. We will pay only that portion of the loss benefit which is not reimbursed by other collectible insurance or other sources of indemnity, up to Our limits, as provided under the Description of Benefits section.

### **When a Card Member has Coverage under similar products underwritten by AMEX Assurance Company**

A Card Member may be covered for similar benefits under different products underwritten by AMEX Assurance Company. If the products state that the similar benefits are either primary or that the benefits are excess, the product with the lower level of benefits will pay first and the other product(s) will provide excess coverage.

### **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.

## **VII. TERMINATION OR CANCELLATION**

Coverage will terminate automatically on the earliest of the following:

1. when the Rental Company resumes control of the Rental Vehicle, or 30 consecutive days after the Rental Vehicle was checked out by You or another Authorized Driver, whichever is earlier;
2. the date You no longer maintain a Permanent Residence in the 50 United States of America, the District of Columbia, or Puerto Rico or the U.S. Virgin Islands;
3. the date We notify You of our determination that Your enrollment or claims information contains a misrepresentation or fraudulent statement or fails to disclose material information;
4. the date You terminate Your Account and are no longer a Card Member;
5. the date Your Account is cancelled by American Express; or
6. the date the Plan is not available in the location where You maintain a Permanent Residence.

The Company has the right to cancel this Policy or any endorsement or rider 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. You will be eligible to receive benefits if You fully activated coverage in accordance with this Policy prior to the effective date of the Company's cancellation.

Termination or cancellation of coverage will not prejudice any claim submitted prior to termination or cancellation subject to all other terms of the Policy.

**VIII. IMPORTANT ADDITIONAL INFORMATION FOR YOU**

The benefits described herein are subject to all of the terms, conditions, and exclusions of the Policy. This Policy replaces any prior Policy which may have been issued to You. For any questions regarding the benefits described in this Policy, please call 1-800-338-1670 or International Collect 1-216-617-2500, the number listed on the back of Your card, or the number shown on Your card statement.

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

IN WITNESS WHEREOF, We have caused this Insurance Policy to be signed by Our officers:



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT RIDER

To be attached to and made part of the Description of Coverage/Policy.

### A. DEFINITIONS

The following defined terms are added to the **Definitions** section:

**Accidental Death** means the death of a Card Member, Authorized Driver, or Passenger that is a direct result of an Accident. An Accidental Death may neither, directly or indirectly, wholly or partially, result from nor be caused or contributed to by a disease, illness or infirmity, nor the ingestion, injection or inhalation of any substance.

**Dismemberment** means with reference to:

1. an adjoining thumb and index finger, complete and permanent severance of both appendages through or above the joint where they meet the hand at the palm as a result of an Accident;
2. a hand or foot, complete and permanent severance through or above the wrist or ankle joint as a result of an Accident;
3. an eye, the irrecoverable loss of the entire sight as a result of an Accident;
4. speech, complete and irrecoverable loss of speech as a result of an Accident; or
5. hearing, complete and irrecoverable loss of hearing in both ears as a result of an Accident.

**Domestic Partner** means a person 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 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 lease, common bank accounts, credit cards, investments, or insurance.

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Preexisting Condition** is an injury or other medical condition that existed, or for which the Card Member, Authorized Driver, or Passenger was treated or received medical advice, before an Accident.

### B. ELIGIBILITY AND COVERAGE ACTIVATION

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Accidental Death and Dismemberment Benefit Rider**.

The following is added to the **How to Activate Coverage** section:

Coverage for Accident Death and Dismemberment is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and

- 2. the Card Member declines the Personal Accident Insurance coverage and/or similar options offered by the Rental Company.

**C. DESCRIPTION OF BENEFITS**

The following is added to the **What is Covered** section:

The Card Member, Authorized Drivers and Passengers are insured for an Accidental Death or Accidental Dismemberment that is a direct result of an Accident that occurs while riding within the Rental Vehicle.

If a Card Member, Authorized Driver, or Passenger suffers an Accidental Death, the Plan will pay to the beneficiary of that person \$200,000 if they are the Card Member and \$20,000 if they are an Authorized Driver or Passenger.

If a Card Member, Authorized Driver, or Passenger suffers Dismemberment, the Plan will pay to that person the benefit amount as determined from the Table of Losses for Dismemberment below. The table describes the percentage of the Accidental Death benefit, for which the Card Member, Authorized Driver, or Passenger will pay to such person who suffers Dismemberment:

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

Accidental Death or Dismemberment must occur within 365 days of the Accident.

With respect to the **Accidental Injury Benefit** and the **Accidental Death or Dismemberment Benefit**, for any one Accident resulting in Accidental Injury, Accidental Death or Dismemberment which merits payment under either or both of these two benefits, the maximum payment will not exceed \$300,000 for all Card Members, Authorized Drivers, or Passengers affected by any one Accident. The maximum payment will be apportioned to each person or to each person's beneficiary in the amount proportionate to the limit for which they were insured.

Only a Card Member, Authorized Driver, Passenger, and beneficiary have a legal and equitable right to this insurance benefit available under the Plan.

**D. EXCLUSIONS**

The **Injury** exclusion is replaced with:

Injury to anyone or anything other than the Rental Vehicle, except coverage for a Card Member, Authorized Driver, or Passenger described under the **Accidental Death and Dismemberment Benefit Rider**.

The following is added to the **Losses Not Covered** section:

With respect to the **Accidental Death and Dismemberment benefit**, Car Rental Loss and Damage Insurance does not cover losses caused or contributed to by, directly or indirectly, wholly or partially:

- 1. Preexisting Conditions;

2. suicide or self-destruction or any attempt thereat, intentionally self-inflicted Injury, suicide or any attempt thereat;
3. any disease, illness, or infirmity; and
4. team sports or racing.

#### **E. CLAIMS PROCESS**

The following is added to the **Payment of Claims** provision:

Benefits for loss of life of a Card Member will be paid to the designated beneficiary. Benefits for all other losses sustained by a Card Member will be paid to the Card Member, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and they have failed to specify the beneficiaries' respective interests, the designated beneficiaries shall share equally. If no beneficiary has been designated, or if the designated beneficiary does not survive the Card Member the benefits will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. spouse or Domestic Partner;
2. children, equally per stirpes; or
3. the estate.

Benefits for all losses sustained by an Authorized Driver or Passenger will be paid to the Authorized Driver or Passenger, if living, or otherwise will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. spouse or Domestic Partner;
2. children, equally per stirpes; or
3. the estate.

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon any such affidavit shall fully discharge the Company from all obligations under the Plan unless, before such payment is made, the Company has received at its Administrative Office written notice of a valid claim by some other person. Any amount payable to a minor may be paid to the minor's legal guardian.

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

#### **F. GENERAL PROVISIONS**

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

For the benefits described under the **Accidental Death and Dismemberment Benefit Rider**, the **Secondary Coverage** provision is hereby deleted.

The following provisions are added to the **General Provisions** section:

##### **Physical Examination and Autopsy**

The Company has the right, at its expense, to have the Card Member, Authorized Driver, or Passenger for whom a request for benefits is pending, examined as often as reasonable. The Company may require an autopsy, at its expense, unless the law forbids it. Card Member, Authorized Driver, or Passenger cooperation with issues related to the benefits is required. Failure to cooperate may result in denial of benefits.

##### **Beneficiary**

The Basic Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not Additional Card Members. An Additional Card Member may designate a beneficiary or change a previously designated beneficiary for himself or herself and his or her spouse or Domestic Partner and dependent children who are not also the Basic Card Member, the Basic Card Member's spouse or Domestic partner or children, or Additional Card Members.

No one else may designate or change a previously designated beneficiary. For such designation or change to become effective, a written request, on a form satisfactory to the Company, must be filed with the Company. Such designation or change will take effect as of the date it was signed by the Card Member, provided it has been received by the Company, but any payment of proceeds made by the Company prior to receipt of such designation or change shall fully discharge the Company to the extent of such payment.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED.



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## ACCIDENTAL INJURY BENEFIT RIDER

To be attached to and made part of the Description of Coverage/Policy.

### A. DEFINITIONS

The following defined terms are added to the **Definitions** section:

**Accidental Injury** means bodily injury to a Card Member, Authorized Driver, or Passenger that is a direct result of an Accident. An Accidental Injury may neither, directly or indirectly, wholly or partially, result from nor be caused or contributed to by a disease, illness or infirmity, nor by the voluntary ingestion, injection or inhalation of any substance.

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

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

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Physician or Dentist** means a licensed practitioner of the healing arts who acts within the scope of his or her license for the service or treatment given. The treating Physician or Dentist may not be the Card Member's, Authorized Driver's, or Passenger's Family Member or anyone else related to them by blood.

**Preexisting Condition** is an injury or other medical condition that existed, or for which the Card Member, Authorized Driver, or Passenger was treated or received medical advice, before an Accident.

### B. ELIGIBILITY AND COVERAGE ACTIVATION

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Accidental Injury Benefit Rider**.

The following is added to the **How to Activate Coverage** section:

Coverage for Accidental Injury is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and
2. the Card Member declines the Personal Accident Insurance coverage and/or similar options offered by the Rental Company.

### C. DESCRIPTION OF BENEFITS

The following is added to the **What is Covered** section:

If a Card Member, Authorized Driver, or Passenger suffers an Accidental Injury, the Plan will pay a secondary benefit up to a maximum of \$5,000 for the treatment and supplies that are Medically Necessary, only when all insurance otherwise available to them is not sufficient and meets the following conditions:

1. Medically Necessary treatment must begin within 90 days of the Accident that caused the Accidental Injury and must be completed within 52 weeks after the Accident; and
2. the charges for Medically Necessary treatment are usual and customary up to the benefit maximum for each Card Member, Authorized Driver, and Passenger.

The Card Member, Authorized Drivers and Passengers are insured only while riding in, getting into or getting out of the Rental Vehicle.

With respect to the **Accidental Injury Benefit** and the **Accidental Death or Dismemberment Benefit**, for any one Accident resulting in Accidental Injury, Accidental Death or Dismemberment which merits payment under either or both of these two benefits, the maximum payment will not exceed \$300,000 for all Card Members, Authorized Drivers, or Passengers affected by any one Accident. The maximum payment will be apportioned to each person or to each person's beneficiary in the amount proportionate to the limit for which they were insured.

Only a Card Member, Authorized Driver, and Passenger have a legal and equitable right to this insurance benefit available under the Plan.

#### **D. EXCLUSIONS**

The **Injury** exclusion is replaced with:

Injury to anyone or anything other than the Rental Vehicle, except coverage for a Card Member, Authorized Driver, or Passenger described under the **Accidental Injury Benefit Rider**.

The following is added to the **Losses Not Covered** section:

With respect to **Accidental Injury benefit**, Car Rental Loss and Damage Insurance does not cover losses caused or contributed to by, directly or indirectly, wholly or partially:

1. Preexisting Conditions;
2. suicide or self-destruction or any attempt thereat, intentionally self-inflicted Injury, suicide or any attempt thereat;
3. any disease, illness, or infirmity; and
4. team sports or racing.

With respect to **Accidental Injury benefit**, Car Rental Loss and Damage Insurance does not cover, and benefits will not be paid for, dental treatment, eyeglasses, contact lenses or exams, hearing aids, or prosthetic limbs.

#### **E. GENERAL PROVISIONS**

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

The following is provision is added to the **General Provisions** section:

##### **Physical Examination and Autopsy**

The Company has the right, at its expense, to have the Card Member, Authorized Driver, or Passenger for whom a request for benefits is pending, examined as often as reasonable. The Company may require an autopsy, at its expense, unless the law forbids it. Card Member, Authorized Driver, or Passenger cooperation with issues related to the determination of benefits is required. Failure to cooperate may result in denial of benefits.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED.



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company



## PERSONAL PROPERTY BENEFIT RIDER

To be attached to and made part of the Description of Coverage/Policy.

### A. DEFINITIONS

The following defined terms are added to the **Definitions** section:

**Passenger** means a person, other than the Card Member, who the Card Member permits to enter the Rental Vehicle, including an Authorized Driver.

**Personal Property** means any property that accompanies Card Member, Authorized Driver or Passenger when entering the Rental Vehicle or that is Secured in the Rental Vehicle when such person is not sitting in or riding in the Rental Vehicle.

For purposes of this **Personal Property Benefit Rider**, the **Damage** and **Theft** definitions located under the **Definitions** section are replaced by the following:

**Damage** means any alteration or destruction of Personal Property which necessitates repair or replacement.

**Theft** means the taking of Secured Personal Property, without the permission of the Card Member, Authorized Driver, or Passenger who owns the Personal Property.

### B. ELIGIBILITY AND COVERAGE ACTIVATION

The following is added to the **Who is Eligible to Receive Benefits** section:

During the Rental Period, as indicated by the Rental Agreement, the Card Member, Authorized Driver, and Passenger are covered under terms of this **Personal Property Benefit Rider**.

### C. DESCRIPTION OF BENEFITS

The following is added to the **How to Activate Coverage** section:

Coverage for Personal Effects is activated when:

1. all conditions listed in the **How to Activate Coverage** section of the Description of Coverage are satisfied; and
2. the Card Member declines the Personal Effects coverage and/or similar options offered by the Rental Company.

The following is added to the **What is Covered** section:

Personal Property that a Card Member, Authorized Driver, or a Passenger brings with him or her is covered for Theft or Damage which is not paid by other insurance. This insurance will reimburse the Card Member, Authorized Driver, or Passenger the lesser of the following: 1) the actual cash value at the time of loss (replacement cost less depreciation) as determined by Company; 2) the cost of repair; or 3) the cost of replacement. Personal Property for each Card Member, Authorized Driver, and Passenger are covered for up to \$1,000 and is subject to a per Accident maximum of \$2,000. The Card Member, Authorized Driver, and Passenger's Personal Property is covered only while Secured in, being Secured in the Rental Vehicle, or being removed from the Rental Vehicle.

Only a Card Member, Authorized Driver, and Passenger have a legal and equitable right to this insurance benefit available under the Plan.

**D. EXCLUSIONS**

The following is added to the **Losses Not Covered** section:

With respect to **Personal Property**, Car Rental Loss and Damage Insurance does not cover losses caused or contributed to by, directly or indirectly, wholly or partially:

1. animals, or living plants;
2. furniture;
3. travelers checks, tickets of any kind, negotiable instruments (including, but not limited to, gift certificates, gift cards and gift checks), cash or its equivalent, rare stamps or coins, documents;
4. sporting equipment;
5. art; and
6. items stolen from a Rental Vehicle that is not Secured.

**E. GENERAL PROVISIONS**

Passengers are hereby added to the list of covered persons which are subject to the **Fraud** provision.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED.



Jonathan T. Moore  
President  
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Mark W. Musser  
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