

**For residents of Puerto Rico, you can view your Description of Coverage on page 26.**

**For residents of The U. S. Virgin Islands, you can view your Description of Coverage on page 32.**

**If providing benefits under this policy would violate U.S. economic or trade sanctions, then the policy will be void.**

**\$500,000**

## **TRAVEL ACCIDENT INSURANCE**

Underwritten by AMEX Assurance Company  
Administrative Office, Green Bay, Wisconsin

### **DESCRIPTION OF COVERAGE**

#### **DEFINITIONS**

**Accident** means a sudden, unexpected, or unintended event that occurs at a single, identifiable time, and place which causes Injury and shall also include exposure resulting from a mishap on a Common Carrier Conveyance in which the Covered Person is traveling.

**Additional Cardmember** means any individual who has received an American Express Card at the request of a Basic Cardmember for use in connection with the Basic Cardmember's American Express Card account.

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

**American Express Card** shall mean, unless otherwise specified, any of the Cards or accounts, depending on the type, that provide up to \$1,500,000 of coverage under Master Policy AX0948.

**Basic Cardmember** means any individual who has been issued one or more American Express Cards and who has an American Express Card account.

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

**Common Carrier Conveyance** means an air, land or water vehicle (other than a personal or rental vehicle)

licensed to carry passengers for hire and available to the public.

**Commutation** means travel between a person's residence, whether temporary or otherwise, and their routine place of daily employment.

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

**Covered Person** means the Basic Cardmember, each Additional Cardmember, and each of these Cardmember's spouses or Domestic Partners and dependent children under 23 years of age. All Covered Persons must have a Permanent Residence within the 50 United States of America, or the District of Columbia. All other persons are not Covered Persons under the Policy.

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

**Domestic Partner** means a person 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 12 months

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

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

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

**Injury** means bodily injury which:

1. is caused by an Accident which occurs while the Covered Person's insurance is in force under the Policy;
2. results in loss insured by the Policy; and
3. creates a loss due, directly or independently of all other causes, to such accidental bodily injury.

**Master Policy** means the Group Insurance Master Policy (AX0948 issued to American Express Travel Related Services Company, Inc.)

**Permanent Residence** means the Covered Person's one primary dwelling place, where the Covered Person permanently resides.

**Policy** means the Master Policy and this Description of Coverage.

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

**You, Your** means the Additional Cardmember and the Basic Cardmember.

## **BENEFIT AMOUNTS**

As a benefit of Cardmembership, the Covered Person will receive a benefit level of up to \$500,000 of coverage depending on the type of American Express Card account to which the Entire Fare for the Common Carrier Conveyance was charged for the Covered Trip.

<b>Table of Losses</b>	
Loss of life	\$500,000
<b><u>Dismemberment</u></b>	
Loss of both hands or both feet	\$500,000
Loss of one hand and one foot	\$500,000
Loss of entire sight of both eyes	\$500,000
Loss of entire sight of one eye and one hand or one foot	\$500,000
Loss of one hand or one foot	\$250,000
Loss of the entire sight of one eye	\$250,000

Loss, as used in the Table of Losses chart means:

1. with reference to hand or foot, the complete and permanent severance through or above the wrist or ankle joint; and
2. with reference to eye, the irrecoverable loss of the entire sight of such eye.

## **\$500,000 MAXIMUM INDEMNITY PER COVERED PERSON**

In no event will multiple American Express Cards obligate the Company to pay for more than one loss sustained by any one individual Covered Person as a result of any one Accident. The Company's obligation under the Policy will be determined according to the highest amount payable under the specific American Express Card actually used to charge the Entire Fare of the Common Carrier Conveyance for the Covered Trip.

If the Covered Person is eligible for coverage under other policies underwritten by AMEX Assurance Company that also provide a benefit for accidental death and/or dismemberment, the maximum sum payable under all applicable policies for an accidental death and/or dismemberment loss is \$3,500,000. This maximum limit applies regardless of whether or not the Covered Person is required to enroll under the policy or is provided coverage as a benefit of Cardmembership. This does not preclude the Covered Person from receiving all entitled benefits other than accidental death and/or dismemberment benefits, up to the maximum limit disclosed under other AMEX Assurance Company policies.

## **DESCRIPTION OF BENEFITS**

The Company will pay the applicable benefit amount as determined from the Table of Losses for the benefits listed below if a Covered Person suffers a loss from an Injury while coverage is in force under the Policy, but only if such loss occurs within 100 days after the date of the Accident which caused the Injury. Benefits will be paid for the greatest loss. In no event will the Company pay for more than one loss sustained by the Covered Person as the result of any one Accident.

### **Common Carrier Benefit**

This benefit is payable if the Covered Person sustains accidental death or dismemberment as a result of an Accident which occurs while riding solely as a passenger in, or Boarding, or Alighting from, or being struck by a Common Carrier Conveyance on a Covered Trip.

### **Exposure and Disappearance**

If the Covered Person is unavoidably exposed to the elements because of an Accident on a Covered Trip which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance, and if as a result of such exposure, the Covered Person suffers a loss for which benefits are otherwise payable under the Policy, such loss will be covered under the Policy.

If the Covered Person disappears because of an Accident on a Covered Trip which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance, and if the Covered Person's body has not been found within 52 weeks after the date of such Accident, it will be presumed, subject to there being no evidence to the contrary, that the Covered Person suffered loss of life as a result of Injury covered by the Policy.

### **COVERAGE REQUIREMENTS**

A Covered Person will be fully insured for benefits under the Policy while taking a Covered Trip on a Common Carrier Conveyance only when the Entire Fare has been charged to an American Express Card. Eligibility for coverage will remain in effect as long as the definition of a Covered Person is met.

### **EXCLUSIONS**

This Policy does not cover any loss caused or contributed to by, directly or indirectly, wholly or partially:

1. suicide or self-destruction or any attempt thereat, while sane or insane; intentionally self-inflicted Injury, suicide or any attempt thereat, while sane;

2. war or any act of war whether declared or undeclared; however, any act committed by an agent of any government, party, or faction engaged in war, hostilities, or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval or air forces) in the country where the Injury occurs shall not be deemed an act of war;
3. injury to which a contributory cause was the commission of or attempt to commit an illegal act by or on behalf of the Covered Person or his/her beneficiaries;
4. injury received while serving as an operator or crew member of any conveyance;
5. injury received while driving, riding as a passenger in, boarding or alighting from a rental vehicle;
6. injury received during or as a result of Commutation; or
7. sickness, physical or mental infirmity, pregnancy, or any medical or surgical treatment for such conditions, unless treatment of the condition is required as the direct result of an Injury.

### **BENEFICIARY**

The Basic Cardmember 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 Cardmembers. An Additional Cardmember 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 Cardmember, the Basic Cardmember's spouse or Domestic partner or children, or Additional Cardmembers.

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 American Express. Such designation or change will take effect as of the date it was signed by the Covered Person, provided it has been received by American Express, 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.

### **CLAIM PROVISIONS**

**Notice of Claim**

Notice of claim must be given to AMEX Assurance Company, Claims Administrative Office, P.O. Box 19020, Green Bay, WI 54307-9020 within 30 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to the Company at its Administrative Office, or to any authorized agent of the Company, with information sufficient to identify the Covered Person shall be deemed notice to the Company.

**Proof of Loss**

Proof of Loss must describe both the Accident and the Injury, and the extent and type of loss. The Proof of Loss information must be provided on forms provided by the Company, as well as through additional means the claimant may use to present a claim, and may include specific additional documentation the Company may request, to include, but not limited to, proof of payment method for the Common Carrier Conveyance, medical records, and death certificate. The Company reserves the right to request all additional information it deems necessary in order to determine the claim is payable and will not consider that it has received completed Proof of Loss until the information it has requested is received.

**Payment of Claims**

Benefits for loss of life of a Covered Person will be paid to the designated beneficiary. Benefits for all other losses sustained by a Covered Person will be paid to the Covered Person, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and the Covered Person has 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 Covered Person, 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; and
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 Policy 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.

**TERMINATION or CANCELLATION**

Coverage will cease on the earliest of the following:

1. the date the Covered Person no longer maintains a Permanent Residence in the 50 United States of America, or the District of Columbia;
2. the date We determine that the Covered Person or someone on the Covered Persons' behalf intentionally misrepresented or fraud occurred;
3. the date the Policy is cancelled;
4. the date the Basic Cardmember's account ceases to remain current and in good standing; or
5. the date the Plan is not available in the location where the Covered Person maintains a Permanent Residence.

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

The Company has the right to cancel the Policy at any time by sending a written notice at least forty five (45) days in advance to You at Your last known address. The notice will include the reason for cancellation.

**GENERAL PROVISIONS****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 Policy provision does not conform to applicable provisions of State or Federal law, the Policy is hereby amended to comply with such law.

**Entire Contract; Representation; Changes**

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

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

**Fraud**

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

**Legal Actions**

No legal action may be brought to recover against the Policy until 60 days after the Proof of Loss has been received by the Company. No such action may be brought after three years, five years for Centurion Card, Business Centurion Card<sup>SM</sup> from OPEN: The

Small Business Network<sup>SM</sup> and for residents of Arkansas; and ten years for residents of Missouri from the time Proof of Loss is required to be given.

**IMPORTANT ADDITIONAL INFORMATION**

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 1-800-437-9209, the number listed on the back of Your Card, or the number shown on Your Card statement.

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



Troy E. Glover  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

**Notice to Florida Residents Only: The benefits of the Policy providing Your coverage are governed primarily by the laws of a state other than Florida.**

TAI-DOC 03/07

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**AMEX ASSURANCE COMPANY**  
Administrative Office Phoenix, Arizona

**ADMINISTRATIVE OFFICE ADDRESS CHANGE ENDORSEMENT**

Effective May 26, 2009, your certificate or policy is amended to reflect that Amex Assurance Company's Administrative Office is changed to

MC: 080120  
20022 N. 31<sup>st</sup> Avenue  
Phoenix, AZ 85027

P.O. Box 53701  
Phoenix, AZ 85072-9872

All other terms of your certificate or policy remain unchanged.



Troy E. Glover  
President



Mark W. Musser  
Secretary

**IMPORTANT:** This endorsement becomes a part of your certificate or policy. It should be attached to and kept with your certificate or policy.

MG-ADCHG-END1 06/09

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**AMEX ASSURANCE COMPANY**  
Administrative Office Phoenix, Arizona

**ADMINISTRATIVE OFFICE ADDRESS CHANGE ENDORSEMENT**

Effective May 1, 2010, your certificate or policy is amended to reflect that Amex Assurance Company's Administrative Office is changed to

MC: 080120  
20022 N. 31<sup>st</sup> Avenue  
Phoenix, AZ 85027

P.O. Box 53701  
Phoenix, AZ 85072-9872

Effective May 1, 2010, your certificate or policy is amended to reflect that Amex Assurance Company's Claim Administrative Office is changed to

P.O. Box 981553  
El Paso, TX 79998-9920

All other terms of your certificate or policy remain unchanged.



Troy E. Glover  
President



Mark W. Musser  
Secretary

**IMPORTANT:** This endorsement becomes a part of your certificate or policy. It should be attached to and kept with your certificate or policy.

MG-ADCHG-END3 04/10

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**Applicable for Residents of the State of Arkansas**

**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) 645-9700.**

You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Arkansas's insurance laws, and file a complaint. You can contact the OFFICE OF THE COMMISSIONER OF INSURANCE by contacting:

Arkansas Insurance Department  
Consumer Services Division  
1200 West Third Street  
Little Rock, AR 72201-1904  
(501) 371-2640 or (800) 852-5494

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**Applicable for Residents of the State of California**

**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) 645-9700.**

**If you have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance:**

**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**

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**Applicable for Residents of the State of Colorado**

**AMENDATORY ENDORSEMENT  
TRAVEL ACCIDENT INSURANCE DESCRIPTION OF COVERAGE/POLICY/CERTIFICATE OF  
INSURANCE**

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

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

All definitions, terms and provisions within the Description of Coverage/Policy/Certificate of Insurance wherever appearing and denoting a marital relationship or family relationship arising out of marriage will include parties to a civil union established in the State of Colorado according to Colorado law and their families.

The terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a civil union established according to Colorado law.

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

In Witness Whereof, We have caused this Endorsement to be signed by Our officers.



Troy E. Glover  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

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**Applicable for Residents of the State of Connecticut**

The following is hereby added to and made part of the Description of Coverage:

The **FRAUD** provision is hereby removed in its entirety and replaced with the following:

If any request for benefits under the Policy are determined to be fraudulent, or if any fraudulent means or devices are used by You or by anyone acting on Your behalf to obtain benefits, all benefits will be forfeited. The Policy cannot be contested after two (2) years from the effective date of the Description of Coverage.

TAI-RDR1-CT 03/07

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**Applicable for Residents of the State of Delaware**

The following is hereby added to and made part of the Description of Coverage:

The definition of **Covered Person** is hereby removed from the **DEFINITIONS** section in its entirety and replaced with the following:

**Covered Person** means the Basic Cardmember, each Additional Cardmember, and each of these Cardmember's spouses or Domestic Partners and dependent children under 26 years of age (dependent children include: your unmarried, dependent children under 26 years of age who rely on You for support and maintenance, your unmarried dependent children 26 years or older who because of a handicap condition that occurred before the attainment of the limiting age, are incapable of self-sustaining employment and dependent upon You for lifetime care and supervision. Coverage will be extended for as long as such child is incapacitated, unmarried and dependent.). All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico, or the U.S. Virgin Islands. All other persons are not Covered Persons under the Policy.

TAI-RDR1-Multi 04/10

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**Applicable to Residents of the District of Columbia**

**Limited Benefit, Please Read Carefully**

This Policy provides limited benefits which are supplemental and does not provide basic hospital, basic medical, or major medical coverage.

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The following is hereby added to and made part of the Description of Coverage:

The definition of **Covered Person** is hereby removed from the **DEFINITIONS** section in its entirety and replaced with the following:

**Covered Person** means the Basic Cardmember, each Additional Cardmember, and each of these Cardmember's spouses or Domestic Partners and dependent children under 26 years of age (dependent children include: your



unmarried, dependent children under 26 years of age who rely on You for support and maintenance, your unmarried dependent children 26 years or older who because of a handicap condition that occurred before the attainment of the limiting age, are incapable of self-sustaining employment and dependent upon You for lifetime care and supervision. Coverage will be extended for as long as such child is incapacitated, unmarried and dependent.). All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico, or the U.S. Virgin Islands. All other persons are not Covered Persons under the Policy.

The **Legal Actions** section is hereby removed in its entirety and replaced with the following:

No legal action may be brought to recover against the Policy until 60 days after the Proof of Loss has been received by the Company. No such action may be brought after three years from the time Proof of Loss is required to be given.

*WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.*

TAI-RDR1-DC 04/11

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**Applicable for Residents of the State of Florida**

The following is hereby added to and made part of the Description of Coverage:

The definition of **Covered Person** is hereby removed from the **DEFINITIONS** section in its entirety and replaced with the following:

**Covered Person** means the Basic Cardmember, each Additional Cardmember, and each of these Cardmember's spouses or Domestic Partners and dependent children under 26 years of age (dependent children include: your unmarried, dependent children under 26 years of age who rely on You for support and maintenance, your unmarried dependent children 26 years or older who because of a handicap condition that occurred before the attainment of the limiting age, are incapable of self-sustaining employment and dependent upon You for lifetime care and supervision. Coverage will be extended for as long as such child is incapacitated, unmarried and dependent.). All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico, or the U.S. Virgin Islands. All other persons are not Covered Persons under the Policy.

Dependent coverage will extend to the end of the calendar year when the dependent reaches age 30 when:

1. The dependent is unmarried and does not have a dependent of his or her own;
2. Is a resident of this state or a full-time or part-time student; and
3. Is not provided coverage as a named subscriber, insured, enrollee, or covered person under any other group, blanket, or franchise health insurance policy or individual health benefits plan, or is not entitled to benefits under Title XVIII of the Social Security Act.
4. If, pursuant to this section, a child is provided coverage under the parent's policy after the end of the calendar year in which the child reaches age 25 and coverage for the child is subsequently terminated, the child is not eligible to be covered under the parent's policy unless the child was continuously covered by other creditable coverage without a gap in coverage of more than 63 days. For the purposes of this subsection, the term "creditable coverage" has the same meaning as provided in Florida Insurance Code s. 627.6561(5).

Dependent children include:

1. Natural, adopted and stepchildren of the insured who are chiefly financially dependent on the insured for support and maintenance;
2. An adopted child or a child in the custody of the insured pursuant to an interim court order of adoption vesting temporary care of the child in the insured, regardless of whether a final order granting adoption is ultimately issued.

All references to “dependent children under 23 years of age” throughout the document are hereby changed to “dependent children under 26 years of age”.

TAI-RDR1-FL 06/10

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**Applicable for Residents of the State of Hawaii**

The following is hereby added to and made part of the Description of Coverage:

The definition of **Covered Person** is hereby removed from the **DEFINITIONS** section in its entirety and replaced with the following:

**Covered Person** means the Basic Cardmember, each Additional Cardmember, and each of these Cardmember’s spouses or Domestic Partners (Domestic Partner means persons of the same or opposite gender who have entered into a reciprocal beneficiary relationship pursuant to Hawaii statutes) and dependent children under 26 years of age (dependent children include: your unmarried, dependent children under 26 years of age who rely on You for support and maintenance, your unmarried dependent children 26 years or older who because of a handicap condition that occurred before the attainment of the limiting age, are incapable of self-sustaining employment and dependent upon You for lifetime care and supervision. Coverage will be extended for as long as such child is incapacitated, unmarried and dependent.). All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico, or the U.S. Virgin Islands. All other persons are not Covered Persons under the Policy.

A new section is added after the section relating to **Notice of Claims**:

**Proof of Loss**

We must receive written proof of loss within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as was reasonably possible but in no event, except in the absence of legal capacity, later than (15) fifteen months from the time proof is otherwise required

TAI-RDR1-HI 07/10

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**Applicable for Residents of the State of Idaho**

The following is hereby added to and made part of the Description of Coverage:

The definition of **Covered Person** is hereby removed from the **DEFINITIONS** section in its entirety and replaced with the following:

**Covered Person** means the Basic Cardmember, each Additional Cardmember, and each of these Cardmember’s spouses or Domestic Partners and dependent children under 26 years of age (dependent children include: your unmarried, dependent children under 26 years of age who rely on You for support and maintenance, your unmarried dependent children 26 years or older who because of a handicap condition that occurred before the attainment of the limiting age, are incapable of self-sustaining employment and dependent upon You for lifetime care and supervision. Coverage will be extended for as long as such child is incapacitated, unmarried and dependent.). All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico, or the U.S. Virgin Islands. All other persons are not Covered Persons under the Policy.

TAI-RDR1-Multi 04/10

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**Applicable for Residents of the State of Idaho**

**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) 645-9700.**

You can also contact the OFFICE OF THE DIRECTOR OF INSURANCE, a state agency which enforces Idaho's Insurance laws, and file a complaint. You can contact the OFFICE OF THE DIRECTOR OF INSURANCE by contacting:

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)

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**Applicable for Residents of the State of Illinois**

The following is hereby added to and made part of the Description of Coverage:

The definition of **Injury** is hereby removed from the **DEFINITIONS** section in its entirety and replaced with the following:

**Injury**, for which benefits are provided, means accidental bodily injuries sustained by the Covered Person which are the direct cause of loss, independent of disease cause of loss, independent of disease or bodily infirmity, and caused by an Accident occurring while the insurance is in force.

The first paragraph under the **EXCLUSIONS** section is hereby removed in entirety and replaced with the following:

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

The following provision is hereby added to the **CLAIM PROVISIONS** section:

**Time of Payment of Claims:** Benefits payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid within 30 days following the Company's receipt of due written Proof of Loss.

TAI-RDR1-IL 03/07

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**Applicable for Residents of the State of Illinois**

This notice is to advise you that should any complaints arise regarding this insurance, you may contact the following:

AMEX Assurance Company  
Complaints Department  
PO Box 53701  
MC: 08-01-20  
Phoenix, AZ 85072-9872

Or

Illinois Department of Insurance  
320 West Washington Street  
Springfield, IL 62767-0001

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**Applicable for Residents of the State of Indiana**

Indiana Residents Only:

**Questions regarding your policy should be directed to:**

**AMEX Assurance Company**  
**800-437-9209**

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: 1-800-622-4461. In the Indianapolis Area 1-317-232-2395.

Complaints can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi)

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**Applicable for Residents of the State of Indiana**

The following is hereby added to and made part of the Description of Coverage:

The definition of **Covered Person** is hereby removed from the **DEFINITIONS** section in its entirety and replaced with the following:

**Covered Person** means the Basic Cardmember, each Additional Cardmember, and each of these Cardmember's spouses or Domestic Partners and dependent children under 26 years of age (dependent children include: your dependent children under 26 years of age, your dependent children 26 years or older who because of a handicap condition that occurred before the attainment of the limiting age, are incapable of self-sustaining employment and dependent upon You for lifetime care and supervision. Coverage will be extended for as long as such child is incapacitated, unmarried and dependent.). All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico, or the U.S. Virgin Islands. All other persons are not Covered Persons under the Policy.

TAI-RDR1-IN 07/10

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**Applicable for Residents of the State of Kansas**

The following is hereby added to and made part of the Description of Coverage:

The following provisions are hereby added to the **CLAIM PROVISIONS** section:

**Claim Forms:** The claimant will be furnished with forms for filing Proof of Loss after the Company has received proper written notice of claim. If the claimant does not get the forms within 15 days, Proof of Loss can be filed without them. The claimant can send a letter which describes the occurrence, the character and the extent of the loss for which the claim is made.

**Time of Payment of Claims:** Benefits payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid immediately upon the Company's receipt of due written Proof of Loss.

The **LEGAL ACTIONS** provision found in the **GENERAL PROVISIONS** section is hereby removed in its entirety and replaced with the following:

No legal action may be brought to recover against the Policy until 60 days after the Proof of Loss has been received by the Company. No such action may be brought after three years, five years for Centurion Card, Business Centurion Card<sup>SM</sup> from OPEN: The Small Business Network<sup>SM</sup> and for residents of Arkansas and Kansas; and ten years for residents of Missouri from the time Proof of Loss is required to be given.

TAI-RDR1-KS 03/07

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**Applicable for Residents of the State of Louisiana**

The following is hereby added to and made part of the Description of Coverage:

The definition of **Covered Person** is hereby removed from the **DEFINITIONS** section in its entirety and replaced with the following:

**Covered Person** means the Basic Cardmember, each Additional Cardmember, and each of these Cardmember's spouses and dependent children under 26 years of age (dependent children include: your dependent children under 26 years of age who rely on You for support and maintenance, your dependent children 26 years or older who because of a handicap condition that occurred before the attainment of the limiting age, are incapable of self-sustaining employment and dependent upon You for lifetime care and supervision. Coverage will be extended for as long as such child is incapacitated and dependent.). All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico, or the U.S. Virgin Islands. All other persons are not Covered Persons under the Policy.

The definition of **Domestic Partner** is hereby removed from the **Definitions** section of the Description of Coverage. Additionally all references to Domestic Partner are hereby removed from the Description of Coverage.

By \_\_\_\_\_ Troy E. Glover \_\_\_\_\_

Title \_\_\_\_\_ President \_\_\_\_\_

TAI-RDR1-LA 10/18/10

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**Applicable for Residents of the State of Maine**

The following is hereby added to and made part of the Description of Coverage:

The following provisions are hereby added to the **CLAIM PROVISIONS** section:

**Claim Forms:** The claimant will be furnished with forms for filing Proof of Loss after the Company has received proper written notice of claim. If the claimant does not get the forms within 15 days, Proof of Loss can be filed without them. The claimant can send a letter which describes the occurrence, the character and the extent of the loss for which the claim is made.

**Physical Examination and Autopsy:** The Company, at its expense, may examine the Covered Person when, and as is reasonable, while a claim is pending. The Company may also have an autopsy done where it is not forbidden by law or belief.

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

All benefits payable under the Policy will be paid within 60 days of receipt of the completed Proof of Loss.

TAI-RDR1-ME 03/07

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**Applicable for Residents of the State of Massachusetts**

The following is hereby added to and made part of the Description of Coverage:

This Policy, alone, **does not meet Minimum Creditable Coverage standards** and **will not satisfy** the individual mandate that you have health insurance.

**As of January 1 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the Connector at 1-877-MA-ENROLL or visit the Connector website ([www.mahealthconnector.org](http://www.mahealthconnector.org)).**

This plan is not intended to provide comprehensive health care coverage and **does not meet Minimum Creditable Coverage standards**, even if it does include services that are not available in the insured's other health plans.

The definition of **Covered Person** is hereby removed from the **DEFINITIONS** section in its entirety and replaced with the following:

**Covered Person** means the Basic Cardmember, each Additional Cardmember, and each of these Cardmember's spouses or Domestic Partners and dependent children under 26 years of age (dependent children include: your unmarried, dependent children under 26 years of age who rely on You for support and maintenance, your unmarried dependent children 26 years or older who because of a handicap condition that occurred before the attainment of the limiting age, are incapable of self-sustaining employment and dependent upon You for lifetime care and supervision. Coverage will be extended for as long as such child is incapacitated, unmarried and dependent.). All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico, or the U.S. Virgin Islands. All other persons are not Covered Persons under the Policy.

TAI-RDR1-MA 11/10

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**Applicable for Residents of the State of Minnesota**

The following is hereby added to and made part of the Description of Coverage:

The following exclusion is hereby removed in its entirety from the **EXCLUSIONS** section:

injury to which a contributory cause was the commission of or attempt to commit an illegal act by or on behalf of the Covered Person or his/her beneficiaries;

and replaced with:

injury in which a contributory cause was the commission of or attempt to commit a felony by or on behalf of the Covered Person or his beneficiaries;

TAI-RDR1-MN 03/07

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**Applicable for Residents of the State of New Hampshire**

**This is an accident only policy and it does not pay benefits for loss from sickness. Review your description of coverage carefully.**

Description of Coverage is amended to reflect that Amex Assurance Company's Administrative Office is changed to:

AMEX Assurance Company  
MC: 080120  
20022 N. 31<sup>st</sup> Avenue  
Phoenix, AZ 85027

AMEX Assurance Company  
P.O. Box 53701  
Phoenix, AZ 85072-9872  
(800) 437-9209

The following is hereby added to and made part of the Description of Coverage:

**Index of Important Provisions:**

Definitions – Page 1

Benefit Amounts – Page 2

Description of Benefits – Page 2

Exclusions – Page 3

Beneficiary – Page 3

Claims Provisions – Page 3

Termination or Cancellation – Page 4

The definition of **Covered Person** is hereby removed from the **DEFINITIONS** section in its entirety and replaced with the following:

“**Covered Person** means the Basic Cardmember, each Additional Cardmember, and each of these Cardmember's spouses (spouse includes person to whom the Insured Person is married or with whom the Insured Person has entered into a civil union under New Hampshire law) or Domestic Partners and dependent children, by blood or by law, under 26 years of age (dependent children include: your dependent children under 26 years of age, your dependent children 26 years or older who because of a handicap condition that occurred before the attainment of the limiting age, are incapable of self-sustaining employment and dependent upon You for lifetime care and supervision. Coverage will be extended for as long as such child is incapacitated, and dependent.). All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico, or the U.S. Virgin Islands. All other persons are not Covered Persons under the Policy.”

The definition of **Domestic Partner**, under section 2, items a and e are hereby removed in their entirety.

In the section relating to **Exclusions**, Exclusion #3 is deleted in its entirety and replaced with the following:

“3. Illness, treatment or medical condition arising out of participation in a felony by or on behalf of the Covered Person and/or his/her beneficiaries;”

The definition of **Entire Fare** is hereby removed from the **DEFINITIONS** section in its entirety and replaced with the following:

“**Fare** means the cost of the full fare for a Covered Trip on a Common Carrier Conveyance that is charged to the Basic or Additional Cardmember's American Express Card and payable in full in U.S. dollars or combined with American Express Membership Rewards® Points or with Frequent Flyer Miles.”

All references to “Entire Fare” throughout the document are hereby changed to “Fare”

A new section is added after the section relating to **Notice of Claims**

“**Claim Forms**

When We receive notice of claim, We will furnish the claimant with forms for filing proof of loss. If the claimant does not get the forms within 15 days, proof of loss can be filed without them. The claimant must send Us a letter which describes the Occurrence, the character and the extent of the loss for which the claim is made.”

In the **Proof of Loss** section, the following paragraph is added:

“We must receive written proof of loss within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as was reasonably possible.

We will pay benefits immediately, within 60 days, upon receipt of Proof of Loss”

In the **Payment of Claims** section, the last sentence is deleted and replaced with the following:

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

A new section is added after the section relating to **Fraud**  
**“Incontestability**

No statement made by a Covered Person can be used in a contest after the Covered Person’s insurance has been in force two years during his/her lifetime. No statement the Covered Person makes can be used in a contest unless it is in writing and signed by the Covered Person. This provision shall not preclude the assertion at any time of defenses related to submission of a false or fraudulent claim based upon provisions in the Policy that exclude or restrict coverage.”

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

TAI-RDR1-NH-08/10

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**Applicable for Residents of the State of Nevada**

The following is hereby added to and made part of the Description of Coverage:

The following item is hereby removed in its entirety from the **TERMINATION or CANCELLATION** section:

The Company has the right to cancel the Policy at any time by sending a written notice at least forty five (45) days in advance to You at Your last known address. The notice will include the reason for cancellation.

and replaced with:

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

TAI-RDR1-NV 03/07

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**Applicable for Residents of the State of Nevada**

**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 Nevada Department of Insurance Consumer Services Division during regular business hours at (888) 872-3234.**

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**Applicable for Residents of the State of New York**



THIS RIDER AMENDS CERTAIN PROVISIONS OF THE DESCRIPTION OF COVERAGE. PLEASE READ IT CAREFULLY.

The following is hereby added to the first page of the Description of Coverage:

**Index of Important Provisions:**

Definitions – Page 1

Benefit Amounts – Page 2

Description of Benefits – Page 2

Exclusions – Page 3

Beneficiary – Page 3

Claims Provisions – Page 3

Termination or Cancellation – Page 4

**This is an Accident-only Plan and it does not pay benefits for loss from sickness.**

The definition of **Covered Person** is hereby removed from the **DEFINITIONS** section in its entirety and replaced with the following:

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

Spouse includes the person to whom you are married, including your same-sex partner in your marriage that was legally performed in another jurisdiction.

Dependent children includes:

1. Unmarried, dependent children under age 29 who rely on the insured for support and maintenance;
2. Unmarried dependent children 29 years or older who, because of a handicap condition or disability that occurred before the attainment of the limiting age, are incapable of self-sustaining employment and are dependent upon a parent or other care provider for lifetime care and supervision. Coverage will be extended for as long as such child is incapacitated, unmarried and dependent.
3. Natural, adopted and stepchildren of the insured who are chiefly financially dependent on the insured for support and maintenance, and
4. An adopted child or a child in the custody of the insured pursuant to an interim court order of adoption vesting temporary care of the child in the insured, regardless of whether a final order granting adoption is ultimately issued.

The definition of **Domestic Partner** is hereby removed from the **DEFINITIONS** section in its entirety and replaced with the following:

**"Domestic Partner** means persons of the same or opposite gender who can provide Us with proof of the domestic partnership and financial interdependence in the form of:

- A. Registration as a domestic partnership indicating that neither individual has been registered as a member of another domestic partnership within the last six months, where such registry exists, or
- B. For partners residing where registration does not exist, by an alternative affidavit of domestic partnership as follows:
  1. The affidavit must be notarized and must contain the following:
    - a. The partners are both eighteen years of age or older and are mentally competent to consent to contract.

- b. The partners are not related by blood in a manner that would bar marriage under laws of the State of New York
- c. The partners have been living together on a continuous basis prior to the date of the application; and
- 2. Proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof); and
- 3. Proof that the partners are financially interdependent. Two or more of the following are collectively sufficient to establish financial interdependence:
  - a. A joint bank account
  - b. A joint credit card or charge card
  - c. Joint obligation on a loan
  - d. Status as an authorized signatory on the partner's bank account, credit card or charge card
  - e. Joint ownership of holdings or investments
  - f. Joint ownership of residence
  - g. Joint ownership of real estate other than residence
  - h. Listing of both partners as tenants on the lease of the shared residence
  - i. Shared rental payments of residence (need not be shared 50/50)
  - j. Listing of both partners as tenants on a lease, or shared rental payments, for property other than residence
  - k. A common household and shared household expenses, e.g., grocery bills, utility bills, telephone bills, etc. (need not be shared 50/50)
  - l. Shared household budget for purposes of receiving government benefits
  - m. Status of one as representative payee for the other's government benefits
  - n. Joint ownership of major items of personal property (e.g., appliances, furniture)
  - o. Joint ownership of a motor vehicle
  - p. Joint responsibility for child care (e.g., school documents, guardianship)
  - q. Shared child-care expenses, e.g., babysitting, day care, school bills (need not be shared 50/50)
  - r. Execution of wills naming each other as executor and/or beneficiary
  - s. Designation as beneficiary under the other's life insurance policy
  - t. Designation as beneficiary under the other's retirement benefits account
  - u. Mutual grant of durable power of attorney
  - v. Mutual grant of authority to make health care decisions (e.g., health care power of attorney)
  - w. Affidavit by creditor or other individual able to testify to partners' financial interdependence
  - x. Other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case. "

The definition of **Injury** is hereby removed from the **DEFINITIONS** section in its entirety and replaced with the following:

**Injury** means bodily injury which:

- 4. is caused by an Accident which occurs while the Covered Person's insurance is in force under the Policy;
- 5. results in loss insured by the Policy;
- 6. creates a loss due, directly or independently of all other causes, to such accidental bodily injury; and
- 7. is not received while during or as a result of Commutation.

The **EXCLUSION** section is hereby removed in its entirety and replaced with the following:

## **EXCLUSIONS**

This Policy does not cover any loss caused or contributed to by, directly or indirectly, wholly or partially:

1. suicide, attempted suicide or intentionally self-inflicted injury;
2. war or any act of war, whether declared or undeclared; participation in a felony, riot or insurrection; service in the Armed Forces or units auxiliary thereto;
3. Injury in which a contributing cause was the Covered Person's commission of or attempt to commit a felony or to which a contributing cause was the Covered Person's being engaged in an illegal occupation;
4. sickness, except for an infection that was the result of an Injury;
5. mental or emotional disorder;
6. pregnancy, except complications of pregnancy and except to the extent coverage is required pursuant to Section 3221 of the New York Insurance Law; or
7. the consequence of the Covered Person's being intoxicated or under the influence of any narcotic unless administered on the advice of a Physician.

The following is hereby added to the **Proof of Loss** provision found in the **CLAIMS PROVISIONS** section:

**Proof of Loss:** Written proof of loss must be furnished to the Company within 120 days after the date of the loss. However, failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible. The Company reserves the right to request all additional information it deems necessary in order to determine the claim is payable and will not consider that it has received complete notice of proof of loss until the information it has requested is received.”.

The following provision is hereby added to the **CLAIM PROVISIONS** section:

**Claim Forms:** The claimant will be furnished with forms for filing Proof of Loss after the Company has received proper written notice of claim. If the claimant does not get the forms within 15 days, Proof of Loss can be filed without them. The claimant shall be deemed to have complied with the Proof of Loss requirements upon submitting within the time fixed a letter which describes the occurrence, the character and the extent of the loss for which the claim is made.

The following provision is hereby added to the **CLAIM PROVISIONS** section:

**Autopsy:** At its expense, the Company may have an autopsy done where it is not forbidden by law or belief.

The following item is hereby removed in its entirety from the **TERMINATION or CANCELLATION** section:

the date the Covered Person no longer maintains a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands;

The following item is hereby removed in its entirety from the **TERMINATION or CANCELLATION** section:

the date We determine that the Covered Person or someone on the Covered Persons' behalf intentionally misrepresented or fraud occurred;

and replaced with:

the date We determine that the Covered Person or someone on the Covered Persons' behalf intentionally misrepresented or fraud occurred in a written instrument signed by the Covered Person;

The **Entire Contract; Representation; Changes** provision is hereby removed in its entirety and replaced with the following:

The Description of Coverage, the Master Policy and any applications, endorsements or riders make up the entire contract. Any statement You make is a representation and not a warranty. The Description of Coverage may be

changed at any time by signed agreement between the Master Policyholder and Us. Only the President, Vice-President or Secretary of AMEX Assurance Company may change or waive the provisions of the Description of Coverage. No agent or other person may change the Description of Coverage or waive any of its terms. The Description of Coverage may be changed at any time by providing at least 30 days notice to You. A copy of the Master Policy will be maintained and kept by the Master Policyholder and may be examined at any time.

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

**INCONTESTABILITY.** The validity of this Policy will not be contested after it has been in force for two year(s) from the Policy Effective Date, except as to nonpayment of premiums

The **FRAUD** provision is hereby removed in its entirety and replaced with the following:

If any signed written requests for benefits under the Policy are determined to be fraudulent, or if any signed written fraudulent means or devices are used by You or by anyone acting on Your behalf to obtain benefits, all benefits will be denied. The Company reserves the right to recover any amounts paid out as a result of fraud.

TAI-RDR2-NY 06/11

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**Applicable for Residents of the State of North Carolina**

The following is hereby added to and made part of the Description of Coverage:

**Index of Important Provisions:**

Definitions – Page 1

Benefit Amounts – Page 2

Description of Benefits – Page 2

Exclusions – Page 3

Beneficiary – Page 3

Claims Provisions – Page 3

Termination or Cancellation – Page 4

**This Certificate of Insurance provides all of the benefits mandated by the North Carolina Insurance Code, but is issued under a group master policy located in another state and may be governed by that state's laws.**

TAI-RDR1-NC 03/07

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**Applicable for Residents of the State of Oklahoma  
Mandatory Endorsement**

The following is hereby added to and made part of the Description of Coverage:

Descriptions of Coverage issued in Oklahoma will be governed by the rules and regulations of Oklahoma, not the Policy.

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

The definition of **Domestic Partner** is hereby removed from the **DEFINITIONS** section in its entirety and replaced with the following:

**Domestic Partner** means persons who either, can provide documentation of registration of the Domestic Partner relationship pursuant to a state, county or municipal provision, or can meet the following qualifications: (1) have resided with each other continuously for at least 12 months in a sole-partner relationship that is intended to be permanent; (2) are not married to any other person; (3) are at least 18 years old; (4) are not related to each other by

blood; and (5) are financially interdependent as can be documented by copies of joint home ownership or lease, common bank accounts, credit cards, investments, or insurance.

The following exclusion is hereby removed in its entirety from the **EXCLUSIONS** section:

war or any act of war whether declared or undeclared; however, any act committed by an agent of any government, party, or faction engaged in war, hostilities, or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval or air forces) in the country where the Injury occurs shall not be deemed an act of war;

and replaced with:

war or act of war, declared or undeclared, while serving in the military service or any auxiliary unit attached thereto;

TAI-RDR1-OK 03/07

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**Applicable for Residents of the State of Pennsylvania**

The following is hereby added to and made part of the Description of Coverage:

The **Description of Coverage** section is hereby removed in entirety and replaced with the following:

For Accidental Death the Company will pay the applicable benefit amount as determined from the Table of Losses for the benefits listed below if a Covered Person suffers a loss from an Injury while coverage is in force under the Policy.

For Dismemberment the Company will pay the applicable benefit amount as determined from the Table of Losses for the benefits listed below if a Covered Person suffers a loss from an Injury while coverage is in force under the Policy if such loss occurs within 100 days after the date of the Accident which caused the Injury. Benefits will be paid for the greatest loss. In no event will the Company pay for more than one loss sustained by the Covered Person as the result of any one Accident.

TAIRDR10612PA

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**Applicable for Residents of the State of Texas**

<b>IMPORTANT NOTICE FOR TEXAS RESIDENTS</b>	<b>AVISO IMPORTANTE PARA LOS RESIDENTES DE TEXAS</b>
<p>TO OBTAIN INFORMATION OR MAKE A COMPLAINT:</p> <p>You may call the American Express toll-free telephone number for information or to make a complaint at:</p> <p style="text-align: center;"><b>1-800-437-9209</b></p> <p>You may also write to: AMEX Assurance Company MC: 080120, 20022 N. 31<sup>st</sup> Avenue Phoenix, AZ 85027</p> <p>You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: <b>1-800-252-3439</b></p> <p>You may write the Texas Department of Insurance at: P.O. Box 149104 Austin, TX 78714-9104 Fax# (512) 490-1007 Web: <a href="http://www.tdi.texas.gov">http://www.tdi.texas.gov</a> E-mail: ConsumerProtection@tdi.texas.gov</p> <p><b>PREMIUM OR CLAIM DISPUTES:</b> 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.</p> <p><b>ATTACH THIS NOTICE TO YOUR DESCRIPTION OF COVERAGE:</b> This notice is for information only and does not become a part or condition of the attached document.</p>	<p>PARA OBTENER INFORMACION O PARA SOMETER UNA QUEJA:</p> <p>Usted puede llamar al siguiente numero de telefono gratis de American Express para informacion o para someter una queja:</p> <p style="text-align: center;"><b>1-800-437-9209</b></p> <p>Usted tambien puede escribir a: AMEX Assurance Company MC: 080120, 20022 N. 31<sup>st</sup> Avenue Phoenix, AZ 85027</p> <p>Puede comunicarse con el Departamento de seguros de Texas para obtener informacion acerca de compania, coberturas, derechos o quejas al: <b>1-800-252-3439</b></p> <p>Puede escribir al Departamento de seguros de Texas: P.O. Box 149104 Austin, TX 78714-9104 Fax# (512) 490-1007 Web: <a href="http://www.tdi.texas.gov">http://www.tdi.texas.gov</a> E-mail: ConsumerProtection@tdi.texas.gov</p> <p><b>DISPUTAS SOBRE PRIMAS O RECLAMOS:</b> Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).</p> <p><b>ADJUNTE ESTE AVISO A SU DESCRIPCION DE COBERTURA:</b> El proposito de este aviso es proporcionar informacion solamente; no se convierte en parte o condicion del documento adjunto.</p>

NO-TX 03/07

**Applicable for Residents of the State of Texas**

The following is hereby added to and made part of the Description of Coverage and is applicable only to those Cardmembers who Permanently Reside in Texas:

The definition of **Covered Person** is hereby removed from the **DEFINITIONS** section in its entirety and replaced with the following:

**Covered Person** means the Basic Cardmember, each Additional Cardmember, and each of these Cardmember's spouses or Domestic Partners and dependent children under 25 years of age (dependent children include: stepchildren; adopted or a party to a suit to be adopted children; grandchildren who are unmarried and dependent on the Cardmember for tax purposes at the time the application for coverage is made; and physically or mentally handicapped children who are unmarried, cannot self-support themselves, and are beyond the termination age). All

Covered Persons must have a Permanent Residence within the 50 United States of America, or the District of Columbia. All other persons are not Covered Persons under the Policy.

The definition of **Domestic Partner** is hereby removed the **DEFINITIONS** section in its entirety and replaced with the following:

**Domestic Partner** means a person of the same or opposite gender who can meet the following qualifications:

1. have resided with each other continuously for at least 12 months in a sole-partner relationship that is intended to be permanent;
2. are not married to any other person;
3. are at least 18 years old;
4. are not related to each other by blood closer than would bar marriage per state law; and
5. are financially interdependent as can be documented by copies of joint home ownership or lease, common bank accounts, credit cards, investments, or insurance.

TAI-RDR1-TX 03/07

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**Applicable for Residents of the State of Vermont**

The following is hereby added to and made part of the Description of Coverage:

All references to Description of Coverage are hereby removed and replaced with Certificate.

All definitions, terms and provisions within this Certificate wherever appearing and denoting a marital relationship or family relationship arising out of marriage will include parties to a civil union established in the state of Vermont according to Vermont law and their families.

The definition of **Injury** is hereby removed from the **DEFINITIONS** section in its entirety and replaced with the following:

**Injury** means bodily injury which:

1. is caused by an Accident which occurs while the Covered Person's insurance is in force under the Policy;
2. results in loss insured by the Policy; and
3. creates a loss due directly to such accidental bodily injury.

The following exclusion is hereby removed in its entirety from the **EXCLUSIONS** section:

suicide or self-destruction or any attempt thereat, while sane or insane; intentionally self-inflicted Injury, suicide or any attempt thereat, while sane;

and replaced with:

suicide or self-destruction or any attempt thereat, while sane; intentionally self-inflicted Injury, suicide or any attempt thereat, while sane;

The following exclusion is hereby removed in its entirety from the **EXCLUSIONS** section:

sickness, physical or mental infirmity, pregnancy, or any medical or surgical treatment for such conditions, unless treatment of the condition is required as the direct result of an Injury.

and replaced with:

sickness, physical infirmity, pregnancy, or any medical or surgical treatment for such conditions, unless treatment of the condition is required as the direct result of an Injury.

The following hereby replaces the **Notice of Claim** provision found in the **CLAIMS PROVISIONS** section:

Notice of claim must be given to AMEX Assurance Company, Claims Administrative Office, P.O. Box 19020, Green Bay, WI 54307-9020 as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to the Company at its Administrative Office, or to any authorized agent of the Company, with information sufficient to identify the Covered Person shall be deemed notice to the Company.

TAI-RDR1-VT 03/07

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**Applicable for Residents of the State of Virginia**

The following is hereby added to and made part of the Description of Coverage:

The definition of **Covered Person** is hereby removed from the **DEFINITIONS** section in its entirety and replaced with the following:

**Covered Person** means the Basic Cardmember, each Additional Cardmember, and each of these Cardmember's spouses or Domestic Partners and dependent children under 26 years of age (dependent children include: your unmarried, dependent children under 26 years of age who rely on You for support and maintenance, your unmarried dependent children 26 years or older who because of a handicap condition that occurred before the attainment of the limiting age, are incapable of self-sustaining employment and dependent upon You for lifetime care and supervision. Coverage will be extended for as long as such child is incapacitated, unmarried and dependent.). All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico, or the U.S. Virgin Islands. All other persons are not Covered Persons under the Policy.

TAI-RDR1-Multi 04/10

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**Applicable for Residents of the State of Virginia**

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) 645-9700.

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.

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**Applicable for Residents of the State of Wisconsin**

**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) 645-9700.**

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

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**For Puerto Rico residents only.**

**\$500,000**  
**AMERICAN EXPRESS® CARD**  
**TRAVEL ACCIDENT INSURANCE**

Underwritten by AMEX Assurance Company  
Mailing Address: P.O. Box 53701 Phoenix, AZ 850072-9872

**DESCRIPTION OF COVERAGE**

**DEFINITIONS**

**Accident** means a sudden, unexpected, or unintended event that occurs at a single, identifiable time, and place which causes Injury and shall also include exposure resulting from a mishap on a Common Carrier Conveyance in which the Covered Person is traveling.

**Additional Cardmember** means any individual who has received an American Express Card at the request of a Basic Cardmember for use in connection with the Basic Cardmember's American Express Card account.

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

**American Express Card** shall mean, unless otherwise specified, any of the Cards or accounts, depending on the type, that provide up to \$1,500,000 of coverage under the Master Policy.

**American Express Membership Rewards® Points** means points in the Membership Rewards program, which is a program operated by American Express Travel Related Services Company, Inc. that permits enrolled Cardmembers to redeem their points for airline tickets, hotel stays and other rewards.

**Basic Cardmember** means any individual who has been issued one or more American Express Cards and who has an American Express Card account.

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

**Common Carrier Conveyance** means an air, land or water vehicle (other than a

personal or rental vehicle) licensed to carry passengers for hire and available to the public.

**Commutation** means travel between a person's residence, whether temporary or otherwise, and their routine place of daily employment.

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

**Covered Person** means the Basic Cardmember, each Additional Cardmember, and each of these Cardmember's spouses or Domestic Partners and dependent children under 23 years of age. All Covered Persons must have a Permanent Residence in Puerto Rico. All other persons are not Covered Persons under the Policy.

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

**Domestic Partner** means a person 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 12 months in a sole-partner relationship that is intended to be permanent;
  - b. are not married to any other person;
  - c. are at least 18 years old;
  - d. are not related to each other by blood closer than would bar marriage per state law; and
  - e. are financially interdependent as can be documented by copies of joint home ownership or lease, common bank accounts, credit cards, investments or insurance.

**Entire Fare** means the cost of the full fare for a Covered Trip on a Common Carrier Conveyance that is charged to the Basic or Additional Cardmember's American Express Card and payable in full in U.S. dollars or combined with American Express Membership Rewards points. Entire Fare does not include fares on a Common Carrier Conveyance defrayed in full or in part with Frequent Flyer Miles, except to the extent such Frequent Flyer Miles were acquired through a conversion of Membership Rewards points.

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

**Injury** means bodily injury which:

1. is caused by an Accident which occurs while the Covered Person's insurance is in force under the Policy;
2. results in loss insured by the Policy; and
3. creates a loss due, directly or independently of all other causes, to such accidental bodily injury.

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

**Permanent Residence** means the Covered Person's one primary dwelling place, where the Covered Person permanently resides.

**Policy** means the Master Policy and this Description of Coverage.

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

**You, Your** means the Additional Cardmember and the Basic Cardmember.

**BENEFIT AMOUNTS**

*As a benefit of Cardmembership, the Covered Person will receive a benefit level \$500,000, depending on the type of American Express Card account used to charge the Common Carrier Conveyance fare for the Covered Trip*

<b>Table of Losses</b>	
<b>LOSS OF LIFE</b>	\$500,000
<b><u>DISMEMBERMENT</u></b>	
Loss of both hands or both feet	\$500,000
Loss of one hand and one foot	\$500,000
Loss of entire sight of both eyes	\$500,000
Loss of entire sight of one eye and one hand or one foot	\$500,000
Loss of one hand or one foot	\$250,000
Loss of the entire sight of one eye	\$250,000

Loss, as used in the Table of Losses chart means:

1. with reference to hand or foot, the complete and permanent severance through or above the wrist or ankle joint; and
2. with reference to eye, the irrecoverable loss of the entire sight of such eye.

**MAXIMUM INDEMNITY PER COVERED PERSON**

In no event will multiple American Express Cards obligate the Company to pay for more than one loss sustained by any one individual Covered Person as a result of any one Accident. The Company's obligation under the Policy will be determined according to the highest amount payable under the specific American Express Card actually used to charge the Entire Fare of the Common Carrier Conveyance for the Covered Trip.

If the Covered Person is eligible for coverage under other policies underwritten by AMEX Assurance Company that also provide a benefit for accidental death and/or dismemberment, the maximum sum payable under all applicable policies for an accidental death and/or dismemberment loss is \$3,500,000. This maximum limit applies regardless of whether or not the Covered Person is required to enroll under

the policy or is provided coverage as a benefit of Cardmembership. This does not preclude the Covered Person from receiving all entitled benefits other than accidental death and/or dismemberment benefits, up to the maximum limit disclosed under other AMEX Assurance Company policies.

### **DESCRIPTION OF BENEFITS**

The Company will pay the applicable benefit amount as determined from the Table of Losses for the benefits listed below if a Covered Person suffers a loss from an Injury while coverage is in force under the Policy, but only if such loss occurs within 100 days after the date of the Accident which caused the Injury. Benefits will be paid for the greatest loss. In no event will the Company pay for more than one loss sustained by the Covered Person as the result of any one Accident.

#### **Common Carrier Benefit**

This benefit is payable if the Covered Person sustains accidental death or dismemberment as a result of an Accident which occurs while riding solely as a passenger in, or Boarding, or Alighting from, or being struck by a Common Carrier Conveyance on a Covered Trip.

#### **Exposure and Disappearance**

If the Covered Person is unavoidably exposed to the elements because of an Accident on a Covered Trip which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance, and if as a result of such exposure, the Covered Person suffers a loss for which benefits are otherwise payable under the Policy, such loss will be covered under the Policy.

If the Covered Person disappears because of an Accident on a Covered Trip which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance, and if the Covered Person's body has not been found within 52 weeks after the date of such Accident, it will be presumed, subject to there being no evidence to the contrary, that the Covered Person suffered loss of life as a result of Injury covered by the Policy.

### **COVERAGE REQUIREMENTS**

A Covered Person will be fully insured for benefits under the Policy while taking a Covered Trip on a Common Carrier Conveyance only when the Entire Fare has been charged to an American Express Card. Eligibility for coverage will remain in effect as long as the definition of a

Covered Person is met.

### **EXCLUSIONS**

This Policy does not cover any loss caused or contributed to by, directly or indirectly, wholly, partially:

1. suicide or self-destruction or any attempt therewith while sane or insane; intentionally self-inflicted Injury, suicide or any attempt thereat, while sane;
2. war or any act of war whether declared or undeclared; however, any act committed by an agent of any government, party, or faction engaged in war, hostilities, or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval or air forces) in the country where the Injury occurs shall not be deemed an act of war;
3. injury to which a contributory cause was the commission of or attempt to commit an illegal act by or on behalf of the Covered Person or his/her beneficiaries;
4. injury received while serving as an operator or crew member of any conveyance;
5. injury received while driving, riding as a passenger in, boarding or alighting from a rental vehicle;
6. injury received during or as a result of Commutation; or
7. sickness, physical or mental infirmity, pregnancy, or any medical or surgical treatment for such conditions, unless treatment of the condition is required as the direct result of an Injury.
8. The actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination.

### **BENEFICIARY**

The Basic Cardmember 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 Cardmembers. An Additional Cardmember 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 Cardmember, the Basic Cardmember's spouse or Domestic partner or children, or Additional Cardmembers.

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 American Express. Such designation or change will take effect as of the date it was signed by the Covered Person, provided it has been received by American Express, 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.

## **CLAIM PROVISIONS**

### **Notice of Claim**

Notice of claim must be given to AMEX Assurance Company, Claims Administrative Department, P.O. Box 19020, Green Bay, WI 54307-9020 within 30 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. You may also contact us at 1-800-437-9209.

Notice given by or on behalf of the claimant to the Company at its Administrative Office, or to any authorized agent of the Company, with information sufficient to identify the Covered Person shall be deemed notice to the Company.

### **Proof of Loss**

Proof of Loss must describe both the Accident and the Injury, and the extent and type of loss. The Proof of Loss information must be provided on forms provided by the Company, as well as through additional means the claimant may use to present a claim, and may include specific additional documentation the Company may request, to include, but not limited to, proof of payment method for the Common Carrier Conveyance, medical records, and death certificate. The Company reserves the right to request all additional information it deems necessary in order to determine the claim is payable and will not consider that it has received completed Proof of Loss until the information it has requested is received.

### **Payment of Claims**

Benefits for loss of life of a Covered Person will be paid to the designated beneficiary. Benefits for all other losses sustained by a Covered Person will be paid to the Covered Person, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and the Covered Person has 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 Covered Person, 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; and
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 Policy 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.

## **TERMINATION or CANCELLATION**

Coverage will cease on the earliest of the following:

1. the date the Covered Person no longer maintains a Permanent Residence in Puerto Rico; to the extent that the new Permanent Residence is in one of the 50 states of the United States of America or the District of Columbia, the Cardmember may be eligible for coverage under a separate plan provided by AMEX Assurance Company or any other Underwriter, the terms of which can be obtained by calling the toll free number on the back of the American Express Card.
2. the date We determine that the Covered Person or someone on the Covered Persons' behalf intentionally misrepresented or fraud occurred;
3. the date the Policy is cancelled;
4. the date the Basic Cardmember's account ceases to remain current and in good standing; or
5. the date the Plan is not available in the location where the Covered Person maintains a Permanent Residence.

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

The Company can cancel this Master Policy for the following reasons: non-payment of premiums due to

the Company by the Master Policyholder; high loss experience or; the Company decision to stop underwriting this kind of insurance program. The Cardmember has the right to know and/or request the grounds on which the Policy is cancelled. To that effect, the Company must provide sixty (60) days written notice prior to the date cancellation is effective, indicating in such notice the reason for cancellation. If the Company cancels, the Master Policyholder must assist the Company in notifying Cardmembers of the date their insurance is cancelled.

#### **Master Policyholder Cancellation**

The Master Policyholder may cancel the Master Policy by giving the Company written notice of what future date the Master Policy shall be cancelled. The Master Policyholder must notify Cardmembers of the date their coverage is cancelled or replaced. The Master Policyholder must provide to the Company sixty (60) days written notice and to the Cardmember thirty (30) days written notice prior to the date cancellation is effective.

### **GENERAL PROVISIONS**

#### **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 Puerto Rico and Federal Law**

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

**Entire Contract; Representation; Changes** The Description of Coverage, the Master Policy and any applications, endorsements or riders make up the entire contract. Any statement You make is a representation and not a warranty. The Description of Coverage may be changed at any time by written agreement between the Master Policyholder and Us. Only the President, Vice-President or Secretary of AMEX Assurance Company may change or waive the provisions of the Description of Coverage. No agent or other person may change the Description of Coverage or waive any of its terms. The Description of Coverage may be changed at any time. A copy of the Master Policy will be maintained and kept by the Master Policyholder and may be examined at any time.

#### **Fraud**

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

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.

#### **Legal Actions**

No legal action may be brought to recover against the Policy until 60 days after the Proof of Loss has been received by the Company. No such action may be brought after three years (five years for Centurion Card, Business Centurion Card<sup>SM</sup> from OPEN: The Small Business Network<sup>SM</sup>); and Proof of Loss is required to be given.

#### **Time Limit on Certain Defenses**

Two (2) years after this policy is issued no false statement made by an insured person under the policy may be used to annul the insurance on his person or to deny a claim for loss sustained or for disability (as defined in the policy) which may begin after the said period of two (2) years has elapsed. No claim for loss sustained or for disability (as defined in the policy) which may begin after the elapse of two (2) years from the date of issuance of this policy shall be reduced or denied on the ground that, prior to the effective date of the coverage of this policy, there existed a disease or physical injury not excluded from the coverage by its specific name or description, effective on the date of the loss.

### **IMPORTANT ADDITIONAL INFORMATION**

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 1-800-437-9209, the number listed on the back of Your Card, or the number shown on Your Card statement.

The Cardmember can request a copy of the Master Policy by calling 1-800-437-9209.

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



Troy E. Glover  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

TAI-DOC-PR

**For The U.S. Virgin Islands residents only.**

**\$500,000**  
**AMERICAN EXPRESS® CARD**  
**TRAVEL ACCIDENT INSURANCE**

Underwritten by AMEX Assurance Company  
Mailing Address: P.O. Box 53701 Phoenix, AZ 850072-9872

**DESCRIPTION OF COVERAGE**

**DEFINITIONS**

**Accident** means a sudden, unexpected, or unintended event that occurs at a single, identifiable time, and place which causes Injury and shall also include exposure resulting from a mishap on a Common Carrier Conveyance in which the Covered Person is traveling.

**Additional Cardmember** means any individual who has received an American Express Card at the request of a Basic Cardmember for use in connection with the Basic Cardmember's American Express Card account.

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

**American Express Card** shall mean, unless otherwise specified, any of the Cards or accounts, depending on the type, that provide up to \$1,500,000 of coverage under the Master Policy.

**American Express Membership Rewards® Points** means points in the Membership Rewards program, which is a program operated by American Express Travel Related Services Company, Inc. that permits enrolled Cardmembers to redeem their points for airline tickets, hotel stays and other rewards.

**Basic Cardmember** means any individual who has been issued one or more American Express Cards and who has an American Express Card account.

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

**Common Carrier Conveyance** means an air, land or water vehicle (other than a personal or rental vehicle) licensed to carry passengers for hire and available to the public.

**Commutation** means travel between a person's residence, whether temporary or otherwise, and their routine place of daily employment.

**Company** means AMEX Assurance Company of North America of and its duly authorized agents.

**Covered Person** means the Basic Cardmember, each Additional Cardmember, and each of these Cardmember's spouses or Domestic Partners and dependent children under 23 years of age. All Covered Persons must have a Permanent Residence in The United States Virgin Islands. All other persons are not Covered Persons under the Policy.

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

**Domestic Partner** means a person 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 12 months in a sole-partner relationship that is intended to be permanent;
    - b. are not married to any other person;
    - c. are at least 18 years old;
    - d. are not related to each other by blood closer than would bar marriage per state law; and
    - e. are financially interdependent as can be documented by copies of joint home ownership or lease, common bank accounts, credit cards, investments or insurance.

**Entire Fare** means the cost of the full fare for a Covered Trip on a Common Carrier Conveyance that is charged to the Basic or Additional Cardmember's American Express Card and payable in full in U.S. dollars or combined with American Express Membership Rewards points. Entire Fare does not include fares on a Common Carrier Conveyance defrayed in full or in part with Frequent Flyer Miles, except to the extent such Frequent Flyer Miles were acquired through a conversion of Membership Rewards points.

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

**Injury** means bodily injury which:

1. is caused by an Accident which occurs while the Covered Person's insurance is in force under the Policy;
2. results in loss insured by the Policy; and
3. creates a loss due, directly or independently of all other causes, to such accidental bodily injury.

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

**Permanent Residence** means the Covered Person's one primary dwelling place, where the Covered Person permanently resides.

**Policy** means the Master Policy and this Description of Coverage.

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

**You, Your** means the Additional Cardmember and the Basic Cardmember.

**BENEFIT AMOUNTS**

As a benefit of Cardmembership, the Covered Person will receive a benefit level \$500,000 depending on the type of American Express Card account used to charge the Common Carrier Conveyance fare for the Covered Trip

<b>Table of Losses</b>	
<b>LOSS OF LIFE</b>	\$500,000
<b><u>DISMEMBERMENT</u></b>	
Loss of both hands or both feet	\$500,000
Loss of one hand and one foot	\$500,000
Loss of entire sight of both eyes	\$500,000
Loss of entire sight of one eye and one hand or one foot	\$500,000
Loss of one hand or one foot	\$250,000
Loss of the entire sight of one eye	\$250,000

Loss, as used in the Table of Losses chart means:

1. with reference to hand or foot, the complete and permanent severance through or above the wrist or ankle joint; and
2. with reference to eye, the irrecoverable loss of the entire sight of such eye.

**MAXIMUM INDEMNITY PER COVERED PERSON**

In no event will multiple American Express Cards obligate the Company to pay for more than one loss sustained by any one individual Covered Person as a result of any one Accident. The Company's obligation under the Policy will be determined according to the highest amount payable under the specific American Express Card actually used to charge the Entire Fare of the Common Carrier Conveyance for the Covered Trip.

If the Covered Person is eligible for coverage under other policies underwritten by AMEX Assurance Company of North America that also provide a benefit for accidental death and/or dismemberment, the maximum sum payable under all applicable policies for an accidental death

and/or dismemberment loss is \$3,500,000. This maximum limit applies regardless of whether or not the Covered Person is required to enroll under the policy or is provided coverage as a benefit of Cardmembership. This does not preclude the Covered Person from receiving all entitled benefits other than accidental death and/or dismemberment benefits, up to the maximum limit disclosed under other AMEX Assurance Company of North America policies.

### **DESCRIPTION OF BENEFITS**

The Company will pay the applicable benefit amount as determined from the Table of Losses for the benefits listed below if a Covered Person suffers a loss from an Injury while coverage is in force under the Policy, but only if such loss occurs within 100 days after the date of the Accident which caused the Injury. Benefits will be paid for the greatest loss. In no event will the Company pay for more than one loss sustained by the Covered Person as the result of any one Accident.

#### **Common Carrier Benefit**

This benefit is payable if the Covered Person sustains accidental death or dismemberment as a result of an Accident which occurs while riding solely as a passenger in, or Boarding, or Alighting from, or being struck by a Common Carrier Conveyance on a Covered Trip.

#### **Exposure and Disappearance**

If the Covered Person is unavoidably exposed to the elements because of an Accident on a Covered Trip which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance, and if as a result of such exposure, the Covered Person suffers a loss for which benefits are otherwise payable under the Policy, such loss will be covered under the Policy.

If the Covered Person disappears because of an Accident on a Covered Trip which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance, and if the Covered Person's body has not been found within 52 weeks after the date of such Accident, it will be presumed, subject to there being no evidence to the contrary, that the Covered Person suffered loss of life as a result of Injury covered by the Policy.

### **COVERAGE REQUIREMENTS**

A Covered Person will be fully insured for benefits under the Policy while taking a Covered Trip on a Common Carrier Conveyance only

when the Entire Fare has been charged to an American Express Card. Eligibility for coverage will remain in effect as long as the definition of a Covered Person is met.

### **EXCLUSIONS**

This Policy does not cover any loss caused or contributed to by, directly or indirectly, wholly or partially:

1. suicide or self-destruction or any attempt thereat, while sane or insane; intentionally self-inflicted Injury, suicide or any attempt thereat, while sane;
2. war or any act of war whether declared or undeclared; however, any act committed by an agent of any government, party, or faction engaged in war, hostilities, or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval or air forces) in the country where the Injury occurs shall not be deemed an act of war;
3. injury to which a contributory cause was the commission of or attempt to commit an illegal act by or on behalf of the Covered Person or his/her beneficiaries;
4. injury received while serving as an operator or crew member of any conveyance;
5. injury received while driving, riding as a passenger in, boarding or alighting from a rental vehicle;
6. injury received during or as a result of Commutation; or
7. sickness, physical or mental infirmity, pregnancy, or any medical or surgical treatment for such conditions, unless treatment of the condition is required as the direct result of an Injury.
8. The actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination.

### **BENEFICIARY**

The Basic Cardmember 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 Cardmembers. An Additional Cardmember 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 Cardmember, the Basic Cardmember's spouse or

Domestic partner or children, or Additional Cardmembers.

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 American Express. Such designation or change will take effect as of the date it was signed by the Covered Person, provided it has been received by American Express, 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.

## **CLAIM PROVISIONS**

### **Notice of Claim**

Notice of claim must be given to AMEX Assurance Company of North America Claims Department, P.O. Box 191249, San Juan PR, 00919-1249 within 30 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. You may also contact us at 787-274-4700.

Notice given by or on behalf of the claimant to the Company at its Administrative Office, or to any authorized agent of the Company, with information sufficient to identify the Covered Person shall be deemed notice to the Company.

### **Proof of Loss**

Proof of Loss must describe both the Accident and the Injury, and the extent and type of loss. The Proof of Loss information must be provided on forms provided by the Company, as well as through additional means the claimant may use to present a claim, and may include specific additional documentation the Company may request, to include, but not limited to, proof of payment method for the Common Carrier Conveyance, medical records, and death certificate. The Company reserves the right to request all additional information it deems necessary in order to determine the claim is payable and will not consider that it has received completed Proof of Loss until the information it has requested is received.

### **Payment of Claims**

Benefits for loss of life of a Covered Person will be paid to the designated beneficiary. Benefits for all other losses sustained by a Covered Person

will be paid to the Covered Person, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and the Covered Person has 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 Covered Person, 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; and
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 Policy 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.

## **TERMINATION or CANCELLATION**

Coverage will cease on the earliest of the following:

1. the date the Covered Person no longer maintains a Permanent Residence in The United States Virgin Islands; to the extent that the new Permanent Residence is in one of the 50 states of the United States of America or the District of Columbia, the Cardmember may be eligible for coverage under a separate plan provided by AMEX Assurance Company or any other Underwriter, the terms of which can be obtained by calling the toll free number on the back of the American Express Card.
2. the date We determine that the Covered Person or someone on the Covered Persons' behalf intentionally misrepresented or fraud occurred;
3. the date the Policy is cancelled;
4. the date the Basic Cardmember's account ceases to remain current and in good standing; or
5. the date the Plan is not available in the location where the Covered Person maintains a Permanent Residence.

Termination or Cancellation of coverage will

not prejudice any claim originating prior to termination or cancellation subject to all other terms of the Policy.

The Company can cancel this Master Policy for the following reasons: non-payment of premiums due to the Company by the Master Policyholder; high loss experience or; the Company decision to stop underwriting this kind of insurance program. The Cardmember has the right to know and/or request the grounds on which the Policy 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. If the Company cancels, the Master Policyholder must assist the Company in notifying Cardmembers of the date their insurance is cancelled.

#### **Master Policyholder Cancellation**

The Master Policyholder may cancel the Master Policy by giving the Company written notice of what future date the Master Policy shall be cancelled. The Master Policyholder must notify Cardmembers of the date their coverage is cancelled or replaced. The Master Policyholder must provide to the Company sixty (60) days written notice and to the Cardmember 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.

#### **GENERAL PROVISIONS**

##### **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 The United States Virgin Islands and Federal Law**

If a Policy provision does not conform to applicable provisions of The United States Virgin Islands or Federal law, the Policy is hereby amended to comply with such law.

**Entire Contract; Representation; Changes** The Description of Coverage, the Master Policy and

any applications, endorsements or riders make up the entire contract. Any statement You make is a representation and not a warranty. The Description of Coverage may be changed at any time by written agreement between the Master Policyholder and Us. Only the President, Vice-President or Secretary of AMEX Assurance Company of North America may change or waive the provisions of the Description of Coverage. No agent or other person may change the Description of Coverage or waive any of its terms. The Description of Coverage may be changed at any time. A copy of the Master Policy will be maintained and kept by the Master Policyholder and may be examined at any time.

##### **Fraud**

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

##### **Legal Actions**

No legal action may be brought to recover against the Policy until 60 days after the Proof of Loss has been received by the Company. No such action may be brought after three years (five years for Centurion Card and Business Centurion Card<sup>SM</sup> from OPEN The Small Business Network<sup>SM</sup>) from the time written Proof of Loss is required to be given.

#### **IMPORTANT ADDITIONAL INFORMATION**

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 1-800-473-7346, the number listed on the back of Your Card, or the number shown on Your Card statement.

The Cardmember can request a copy of the Master Policy by calling 1-800-473-7346.

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



Troy E. Glover  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

TAI-DOC-VI

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**Applicable for Residents of The United States Virgin Islands**

**AMEX ASSURANCE COMPANY**

Mailing Address: P.O. Box 53701 Phoenix, AZ 85072-9872

**NOTICE OF CLAIM ADDRESS CHANGE ENDORSEMENT**

THIS ENDORSEMENT CHANGES YOUR DESCRIPTION OF COVERAGE/CERTIFICATE. PLEASE READ IT CAREFULLY. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

The section regarding **Notice of Claim** is amended to reflect AMEX Assurance Company's new claims address is:

**P.O. Box 981553  
El Paso, TX 79998-9920**

Notice of any claim you may have should be directed only to the above address for the following Descriptions of Coverage or Certificates:

EW-DOC-CCSG1-VI  
EW-DOC-CCSG2-VI  
EW-DOC-OSBN2-VI  
EW-DOC-OSBN1-VI  
PP-DOC-OSBN1-VI  
PP-DOC-OSBN2-VI  
PP-DOC-CCSG1-VI  
PP-DOC-CCSG2-VI  
TAI-DOC-VI  
BIP-DOC-VI  
BIP-DOC-PLAT-VI

USVI ADCHG END 12.12