

**For residents of Puerto Rico, you can view your Description of Coverage on page 15.**

**For residents of The U. S. Virgin Islands, you can view your Description of Coverage on page 22.**

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

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

Car Rental Loss and Damage Insurance provides the Business Cardmember, ("Cardmember") if the Cardmember is the primary renter, (as defined below) with insurance coverage for damage to or theft of most Rental Autos when the Cardmember uses the Card (as described below) to charge and pay for an auto rental from any Commercial Car Rental Company ("Rental Company") within the geographic scope of the United States, its territories and possessions.<sup>1</sup> This coverage is excess insurance.

"Rental Auto" means a four-wheeled, two-axle passenger type motor vehicle, designed for and sold to accommodate private passenger transport on public roads.

### **Who is Eligible for Coverage**

You are eligible for coverage if:

1. You are a Basic or Additional Cardmember and an American Express® Card or Optima® Card in association with that Card (the "Card") has been issued to you in your name;
2. You are of an account status and class that is provided Car Rental Loss and Damage Insurance as a benefit of Cardmembership ("Cardmember");
3. Your Card account is billed from a U.S. operating center in U.S. dollars; and
4. You maintain your Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands.

"Permanent Residence" means the Covered Person's one primary dwelling place where the Covered Person permanently resides and intends to return.

"Commercial Car Rental Company" or "Car Rental Company" means any commercial car rental agency which rents Rental Autos.<sup>2</sup> For the purposes of this Description of Coverage, Commercial Car Rental company means "Rental Company."

### **How To Activate Coverage**

Coverage for theft of or damage to a Rental Auto is activated when the Cardmember:<sup>3</sup>

1. presents his or her eligible Card to the Rental Company to reserve the Rental Auto, by making a reservation; or by placing a hold or deposit at the time the Rental Auto is checked out;
2. declines the full Collision Damage Waiver or similar option (CDW), or pays for a partial collision damage waiver, offered by the Rental Company;
3. is the primary renter, which is defined as the Cardmember, who is named on the written agreement with the Rental Company as the person renting and taking control and possession of the Rental Auto ("Primary Renter"); and
4. uses the Card to pay for the entire auto rental from the Rental Company at the time of vehicle return.

Coverage continues in effect while the Cardmember remains in control and possession of the Rental Auto. A Cardmember, who is physically challenged and unable to operate the Rental Auto, may be the Primary Renter if he/she is the Cardmember entering into the rental transaction.

### **When Coverage Terminates**

Coverage for theft of or damage to the Rental Auto terminates when:

1. the Rental Company resumes control of the Rental Auto, or 30 consecutive days after the Rental Auto was checked out, whichever is earlier; or

2. the Policy is cancelled.

### **Length of Coverage**

Car Rental Loss and Damage Insurance covers eligible Rental Autos when rented under a written rental agreement from a Rental Company for no more than 30 consecutive days.

Note: In no event shall coverage be provided when the Cardmember rents a Rental Auto beyond 30 consecutive days from the same Rental Company, regardless of whether the original agreement is extended, or a new written agreement is entered into, or a new vehicle is rented.

Additionally, no coverage will be provided when the Primary Renter rents a Rental Auto for more than 30 consecutive days out of a 45 day period within the same geographic market/location (75 mile radius).

### **What is Covered**

Car Rental Loss and Damage Insurance reimburses a Cardmember for payments for damage to or theft of a Rental Auto that the Cardmember is required to make, up to the lesser of: 1) the actual cost to repair the Rental Auto, 2) the wholesale Book value minus salvage and depreciation costs, or 3) the purchase invoice price of the Rental Auto minus salvage and depreciation costs. The coverage also reimburses the Cardmember for reasonable charges (those charges incurred at the closest facility that are usual and customary in the vicinity in which the loss or disablement took place) imposed by the Rental Company, such as towing or storage and Loss of Use.

“Loss of Use” means the unavailability of a Rental Auto and consequent loss of revenue by the Rental Company due to damage or theft. Unless otherwise required by law, the Rental Company must submit a fleet utilization log indicating that during such time:

1. no other Rental Auto was available; and
2. there was a demand for a Rental Auto.

Car Rental Loss and Damage Insurance covers no other type of loss. For example, in the event of a collision involving the Cardmember's Rental Auto, damage to any other driver's car or the injury of anyone or anything is not covered.

Note: This policy does not provide liability or any other coverage such as Uninsured Motorists, benefits under any Worker's Compensation law, Disability benefits law or other mandated Government Plans.

### **What Excess Coverage Means**

Car Rental Loss and Damage Insurance is an excess insurance plan and is only available for Rental Autos rented in the U.S., its territories and possessions. This means that this excess coverage will reimburse the Cardmember only for losses/expenses not covered by plans, such as, a partial collision damage waiver, any personal auto insurance, employer's auto insurance or reimbursement plan or other sources of insurance. When these other plans apply, a Cardmember must first seek payment or reimbursement and receive a determination based on the stated terms of such other Plans, that any such Plans do not provide coverage before this excess coverage will reimburse the Cardmember.

### **Vehicles Not Covered**

Car Rental Loss and Damage Insurance does not cover rentals of:

1. expensive cars, which means cars with an original manufacturer's suggested retail price of \$50,000 or more when new;
2. exotic cars regardless of year or value, including but not limited to Chevrolet Corvette, Toyota Supra, Mazda RX-7, Dodge Viper and Stealth, Plymouth Prowler, Mitsubishi 3000 GT, Nissan 300 ZX, Jaguar XJS, Acura NSX, Mercedes SL, SLK, S Coupe and E320 Coupe and Convertible, BMW M3, Z3 and 8 Series, Cadillac Allante. All Porsche, Ferrari, Lamborghini, Maserati, Aston Martin, Lotus, Bugatti, Vector, Shelby Cobra, Bentley, Rolls Royce;
3. trucks, pick-ups, cargo vans, custom vans;
4. full-sized vans, including but not limited to Ford Econoline or Club Wagon, Chevy Van or Sportvan, GMC Vandura and Rally, Dodge Ram Vans and Ram Wagon;
5. vehicles which have been customized or modified from the manufacturer's factory specifications except for driver's assistance equipment for the physically challenged;

6. vehicles used for hire or commercial purposes;
7. mini-vans used for commercial hire;  
Note: Passenger Mini-Vans (not Cargo Mini-Vans) with factory specified seating capacity of 8 passengers or less, including but not limited to Dodge Caravan, Plymouth Voyager, Ford Windstar and Nissan Quest are covered when rented for personal or business use only.
8. antique cars, which means cars that are 20 years old or have not been manufactured for 10 or more years;
9. limousines;
10. full sized sport utility vehicles including but not limited to Chevrolet/GMC Suburban, Tahoe and Yukon, Ford Expedition, Lincoln Navigator, Toyota Land Cruiser, Lexus LX450, Range Rover or full-sized Ford Bronco;
11. sport/utility vehicles when driven "off-road";  
Note: Compact sport/utility vehicles, including but not limited to Ford Explorer, Jeep Grand Cherokee, Nissan Pathfinder, Toyota Four Runner, Chevrolet Blazer and Isuzu Trooper and Rodeo are covered when driven on paved roads; and
12. off-road vehicles, motorcycles, mopeds, recreational vehicles, golf or motorized carts, campers, trailers and any other vehicle which is not a Rental Auto.

### **Losses Not Covered**

Car Rental Loss and Damage Insurance does not cover losses caused by or contributed to by:

1. operation of the Rental Auto in violation of the terms and conditions of the Rental Company agreement (including but not limited to losses occurring when: a person not permitted to operate the vehicle pursuant to terms of the rental agreement was in possession or control of the vehicle; or, driving the vehicle outside of the authorized rental territory);
2. leased or mini-leased vehicles;
3. costs attributed to the Commercial Car Rental Company's normal course of doing business;
4. intentional damage;
5. illegal activity, such as losses where the Rental Auto was used for, or involved in illegal activity or felony;
6. pre-existing conditions, damage or defect;
7. alcohol intoxication on the part of the driver, as defined in the state where the Accident occurred;
8. voluntarily taking any drug or acting under the influence or effect of that drug (unless taken as prescribed or administered by a Doctor);
9. war or military activity;
10. radioactivity;
11. confiscation by authority;
12. wear and tear, including gradual deterioration;
13. damage which is due and confined to freezing, mechanical or electrical breakdown or failure unless such damage results from a theft covered by the Policy;
14. failure to return keys to the Rental Company when the vehicle is stolen;
15. theft or damage to unsecured vehicles;
16. theft of or damage to tires (flats or blowouts), unless damaged by fire, malicious mischief, vandalism, or stolen, unless the loss is coincident with and from the same cause as other loss covered by the Policy; and
17. off-road operation of the vehicle.

Car Rental Loss and Damage Insurance does not cover, and benefits will not be paid for:

1. sales tax related to repair of damages, unless reimbursement of such sales tax is required by law;
2. damage to any vehicle other than the Rental Auto;
3. damage to any property other than the Rental Auto, owner's property, or items not permanently attached to the Rental Auto;
4. the injury of anyone or anything;
5. expenses assumed, waived or paid for by the Rental Company or its insurer;
6. expenses covered by the Cardmember's personal auto insurer, employer or employer's insurer, or authorized driver's insurer;
7. value added tax or similar tax, unless reimbursement of such tax is required by law;
8. diminishment of value;
9. any Rental Auto used for hire or commercial purposes; and
10. depreciation, unless reimbursement for depreciation is required by law.

### **How to File a Claim**

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

If a loss occurs, a Cardmember should promptly notify the Car Rental Loss and Damage Claims Unit toll free at (800) 338-1670 in the U.S. only or call (216) 617-2500 from other locations worldwide. If the failure of a Cardmember to promptly report a loss prejudices the rights of the Insurer, the claim may be denied.

A representative will answer any questions a Cardmember may have and will send the Cardmember a claim form with instructions. Complete and sign the claim form. Written proof of loss, which includes the claim form and all other requested documentation (listed below), must be received within 60 days following the date of the damage or theft by: American Express Car Rental Loss and Damage Claims Unit, P.O. Box, 94729, Cleveland, Ohio 44101-4729. If the proof of loss and other documentation is not received within 60 days of the date of loss, coverage may be denied.

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

1. our signed and completed claim;
2. an itemized repair bill;
3. a copy of charge slip for the rental of the Rental Auto, Rental Auto contract or machine generated receipt to show rental was charged and paid for with an American Express Card;
4. a police report (if applicable);
5. photos of the damaged vehicle, if available;
6. a copy of the Cardmember's, authorized driver's or employer's auto insurance coverage, or a notarized letter stating no insurance;
7. a copy of all claim documents and correspondence, provided by the Car Rental Company;
8. a copy of the Rental Company's utilization log;
9. a copy of the driver's license of the Cardmember and/or authorized driver, unless the driver's license number shows on the rental agreement;
10. a copy of the written rental agreement, front and back, which documents when the Rental Auto was checked out and checked in; and
11. information pertaining to other available insurance coverage(s).

Cardmember cooperation with issues related to their benefits is required. If all required documentation is not received within 180 days of the date of loss (except for documentation which has not been furnished for reasons beyond the Cardmember's control), coverage may be denied.

### **How Benefits are Paid**

All Car Rental Loss and Damage Insurance payments reimbursable under the policy are payable to the Cardmember; except that payment may be made, at the discretion of the Insurer, jointly to the Cardmember and the Commercial Car Rental Company when the Car Rental Company has not been reimbursed for the covered loss or damage, or the Cardmember has not validly assigned his/her payments to the Rental Company or any other party.

Note: Benefits will not be paid if, on the date of loss, on the date of claim filing, or on the date of potential claim payment, any amount due on Your Card account is past due or Your Card is cancelled.<sup>4</sup>

### **Rights of Recovery**

In the event of a payment under this Policy, the Insurer is entitled to all the rights of recovery that the Cardmember, to whom payment was made, has against another. That Cardmember must sign and deliver to the Insurer any legal papers relating to that recovery, do whatever else is necessary to help the Insurer exercise those rights and do nothing after loss to harm the Insurer's rights.

When a Cardmember or Commercial Car Rental Company has been paid damages under Policy, No. AX0925, and also recovers from another, the amount recovered from the other shall be held by that Cardmember or Commercial Car Rental Company in trust for the Insurer and reimbursed to the extent of the Insurer's payment.

As a condition precedent to coverage, the Cardmember is required, and has a duty to fully cooperate with the Insurer in any investigations, subrogation matters or legal proceedings by providing copies of any and all legal notices and

any and all statements, including sworn statements and contributing any other papers and documents to reasonably assist in the disposition of the legal matter.

**Notification of Legal Action**

When a Cardmember is served with suit and/or summons papers relating to a Car Rental Loss and Damage claim, the Cardmember must notify (see address and phone number under "Claims Notice" section) and provide copies of the suit or summons papers to the Car Rental Loss and Damage claims unit within 15 days of when the Cardmember is served. Failure to comply may result in denial of benefits.

**Additional Information for You**

This coverage is underwritten by AMEX Assurance Company ("Insurer") through insurance Policy AX0925 (the "Policy") issued to American Express Travel Related Services Company, Inc. and its participating subsidiaries affiliates and licensees. The Policy may be changed or terminated.

This Description of Coverage is an important document. Please keep it in a safe place. Although it describes the present form of insurance as it exists at the time of printing, this document is not the Policy or contract of insurance. The benefits described in this document are subject to all of the terms, conditions and exclusions of the Policy issued by the underwriter. This document replaces any prior Description of Coverage under the Policy which may have been furnished to the Cardmember.



Troy E. Glover  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

CRLDI-DOC-OSBN 11/05

<sup>1</sup> For those eligible and enrolled in Membership Rewards, if a Membership Rewards redemption certificate is used, coverage is provided only to Rental Autos rented in the United States.

<sup>2</sup> When used in conjunction with a Membership Rewards redemption certificate, the participating Car Rental Companies are limited to Hertz, National and Budget.

<sup>3</sup> If eligible and enrolled in Membership Rewards, coverage is also activated when the Cardmember (1) presents a Membership Rewards redemption certificate and (2) uses a Membership Rewards redemption certificate at a participating Commercial Car Rental Company. Important note for those enrolled in Membership Rewards: A Membership Rewards redemption certificate can only be redeemed by eligible Cardmembers. Benefits will not be paid when a Membership Rewards redemption certificate has been transferred to non-eligible Cardmembers and/or non-Cardmembers.

<sup>4</sup> Does not apply to New York residents.

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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

**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

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-END2 04/10

**Additional Information for OSBN and OSBN Platinum Cardmembers**

Under **Vehicles Not Covered**, item number 3. is replaced with the following:

Car Rental Loss and Damage Insurance does not cover rentals of:

- 3. cargo vans, custom vans;

In all other respects, the provisions and conditions of the Description of Coverage remain the same.

CRLDI-RDR1 11/05

**Additional Information for Residents of Arizona and Indiana**

Car Rental Loss and Damage Insurance Plan is governed by form numbers CRLDI-IND-CCSG 11/05, CRLDI-IND-OSBN 11/05, CRLDI-IND-PLAT 11/05, CRLDI-IND-CEN 11/05, CRLDI-IND-OSBN-PLAT 11/05 and CRLDI-IND-End1 10/08.

References to Description of Coverage and Master Policy throughout the above form have been changed to Policy.

The following definition is added.

**“American Express® Card”** means any credit or charge card bearing an American Express trademark or logo issued by American Express Travel Related Services Company, Inc. or its subsidiaries or affiliates or any of their licensees which can be used to purchase goods or services at merchants on the American Express Network and which American Express Travel Related Services Company, Inc. designates as eligible for coverage under the Policy.

In all other respects, the provisions and conditions of the Policy remain the same.

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**Applicable for Residents of Alabama, Delaware, District of Columbia, Florida, Georgia, Hawaii, Indiana, Kansas, Maryland, Minnesota, Montana, New Mexico, Ohio, Oregon, Texas and Wyoming**

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

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

Effective immediately, the second paragraph under the Section entitled **HOW TO FILE A CLAIM** is amended to reflect a change to the worldwide collect telephone number. The first sentence of the second paragraph is amended as follows:

If a loss occurs, a Cardmember should promptly notify the Car Rental Loss and Damage Claims Unit toll free at (800) 338-1670 in the U.S. only or call (216) 617-2500 from other locations worldwide.

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



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 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 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**

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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**Additional Information for Residents of Indiana**

Indiana Residents Only:

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

**AMEX Assurance Company  
800-338-1670**

If you (a) need the assistance of the governmental agency that regulates insurance or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of insurance  
Consumer Services Division  
311 West Washington Street, Suite 300  
Indianapolis, IN 46204-2787.  
Consumer Hotline: 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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**Additional Information for Residents of Louisiana**

The **Rights of Recovery** section is replaced with the following:

If the Company makes any payment under this Policy and the Cardmember has the right to recover damages from another, the Company shall be subrogated to that right. However, the Company's right to recover is subordinate to the Cardmember's right to be fully compensated.

CRLDI-RDR1-LA 11/05

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**Additional Information for Residents of North Carolina**

A portion of the fees associated with this Card are applied to the insurance benefit.

CRLDI-RDR1-NC 11/05

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### **Additional Information for Residents of Oklahoma**

#### AMENDATORY ENDORSEMENT

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

**The following sections are hereby added after the How Benefits are Paid section:**

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

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### **Additional Information for Residents of South Dakota**

Under **Losses Not Covered**, item number 5. is replaced with the following:

Car Rental Loss and Damage Insurance does not cover losses caused by or contributed to by:

5. violation of criminal law, or commission of a criminal act, whether cited or charged;

Under **Losses Not Covered**, item number 7. is replaced with the following:

Car Rental Loss and Damage Insurance does not cover losses caused by or contributed to by:

7. consumption of alcohol at or in excess of the legal blood alcohol level for a felony conviction in the state or locality in which the Accident occurred;

CRLDI-RDR1-SD 11/05

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### **Additional Information for Residents of Texas**

Car Rental Loss and Damage Insurance Plan is governed by form numbers CRLDI-IND-CCSG-TX 11/05, CRLDI-IND-OSBN-TX 11/05, CRLDI-IND-PLAT-TX 11/05, CRLDI-IND-CEN-TX 11/05, CRLDI-IND-OSBN-PLAT-TX 11/05

The following definition is added.

**“American Express® Card”** means any credit or charge card bearing an American Express trademark or logo issued by American Express Travel Related Services Company, Inc. or its subsidiaries or affiliates or any of their licensees which can be used to purchase goods or services at merchants on the American Express Network and which American Express Travel Related Services Company, Inc. designates as eligible for coverage under the Policy.

The following statement is added.

**This policy only provides coverage if you decline the full Collision Damage Waiver offered by the Rental Company.**

**This policy is not automobile liability insurance and does not comply with any financial responsibility law. Your personal automobile insurance policy may or may not provide coverage for your responsibility for the loss of or damage to a rented vehicle during the rental term. Before deciding whether to purchase a damage waiver, you may wish to determine whether your automobile insurance policy provides you coverage for rental vehicle damage or loss. If you file a claim under your personal automobile insurance policy, your insurance company may choose to no renew your policy at your renewal date, but may do so only if you are at fault for the claim.**

The following paragraph has been revised under the **How to File a Claim** section.

A representative will answer any questions a Cardmember may have and will send the Cardmember a claim form with instructions. Complete and sign the claim form. Written proof of loss, which includes the claim form and all other requested documentation (listed below), must be received within 90 days following the date of the damage or theft by: American Express Car Rental Loss and Damage Claims Unit, P.O. Box 94729, Cleveland, Ohio 44101-4729. If the proof of loss and other documentation is not received within 90 days of the date of loss, coverage may be denied.

The following has been added to the end of the **How to File a Claim** section.

Within 15 days after our receipt of proof of loss documentation and all information requested, we will provide you notification in writing as to whether:

1. the claim or part of the claim will be paid; or
2. the claim or part of the claim has been denied, and inform you:
  - a. of the reasons for denial;
  - b. more information is necessary; or
  - c. we need additional time to reach a decision. If additional time is needed, we will inform you of the reasons for such need.

If we have notified you that additional time is needed to reach a decision, we will either approve or deny the claim within 45 days of such notice.

We will pay for a covered loss within 5 days after we have notified you that payment of the claim or part of the claim will be made.

The following provision was added.

**Termination or Cancellation**

Coverage will cease on the earliest of the following:

1. the date you no longer maintain a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands;
2. the date we determine that you or someone on your behalf intentionally misrepresented or fraud occurred;
3. the date we cancel the Policy;
4. the date you are no longer a Cardmember; or
5. the date the Policy is not available in the location where you maintain a Permanent Residence.

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

If the Policy is cancelled by the Company at any time, we will send you 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.

We may not cancel or non-renew this Policy based solely on the fact that you are an elected official. In all other respects, the provisions and conditions of the Policy remain the same.

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**Additional Information for Residents of Vermont**

Under **Losses Not Covered**, the following item is hereby removed:

7. alcohol intoxication on the part of the driver, as defined in the state where the Accident occurred;

CRLDI-RDR1-VT 11/05

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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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**Additional Information for Residents of West Virginia**

Under **How Benefits are Paid**, the Footnote, to the note that reads: Note: Benefits will not be paid if, on the date of loss, on the date of claim filing, or on the date of potential claim payment, any amount due on Your Card account is past due or Your Card is cancelled, is hereby revised to read as follows:

Does not apply to West Virginia and New York State residents.

CRLDI-RDR1-WV 11/05

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**Additional Information for Residents of Wisconsin**

Under **Losses Not Covered**, the following items are hereby removed:

5. illegal activity, such as losses where the Rental Auto was used for, or involved in illegal activity or felony;
7. alcohol intoxication on the part of the driver, as defined in the state where the Accident occurred;

8. voluntarily taking any drug or acting under the influence or effect of that drug (unless taken as prescribed or administered by a Doctor);

Under **Losses Not Covered**, the following item is added:

18. the use of the Rental Auto for unlawful purposes, or for transportation of liquor in violation of law, or while the driver is under the influence of an intoxicant or a controlled substance or controlled substance analog, or a combination thereof, or under the influence of any other drug to a degree which renders him or her incapable of safely driving, or under the combined influence of an intoxicant and any other drug to a degree which renders him or her incapable of safely driving, or any use of the motor vehicle in a reckless manner.

CRLDI-RDR1-WI 11/05

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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

**Additional Information for Residents of Texas**

IMPORTANT NOTICE	AVISO IMPORTANTE
<p><b>TO OBTAIN INFORMATION OR MAKE A COMPLAINT:</b></p> <p>You may call AMEX Assurance's toll-free telephone number for information or to make a complaint at:</p> <p><b>1-800-263-9669</b></p> <p>You may also write to AMEX Assurance Company at:</p> <p>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:</p> <p><b>1-800-252-3439</b></p> <p>You may write the Texas Department of Insurance at:</p> <p>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: <a href="mailto:ConsumerProtection@tdi.texas.gov">ConsumerProtection@tdi.texas.gov</a></p> <p><b>PREMIUM OR CLAIM DISPUTES:</b> Should you have a dispute concerning your 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 POLICY:</b> This notice is for information only and does not become a part or condition of the attached document.</p>	<p><b>PARA OBTENER INFORMACION O PARA SOMETER UNA QUEJA:</b></p> <p>Usted puede llamar al numero de telefono gratis de AMEX Assurance Company's para informacion o para someter una queja al:</p> <p><b>1-800-263-9669</b></p> <p>Usted tambien puede escribir a AMEX Assurance Company:</p> <p>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 companies, coberturas, derechos o quejas al:</p> <p><b>1-800-252-3439</b></p> <p>Puede escribir al Departamento de Seguros de Texas:</p> <p>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: <a href="mailto:ConsumerProtection@tdi.texas.gov">ConsumerProtection@tdi.texas.gov</a></p> <p><b>DISPUTAS SOBRE PRIMAS O RECLAMOS:</b> <b>Si tiene una disputa concerniente a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)</b></p> <p><b>UNA ESTE AVISO A SU POLIZA:</b> Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.</p>

NO-TX 10/08

**For Puerto Rico residents only.**

**American Express® Card**  
**CAR RENTAL LOSS AND DAMAGE INSURANCE PLAN**

Underwritten by AMEX Assurance Company  
Mailing Address: P.O. Box 53701 Phoenix, AZ 85072-9872

**DESCRIPTION OF COVERAGE**

Car Rental Loss and Damage Insurance provides the Cardmember, if the Cardmember is the Primary Renter (as defined below) with insurance coverage for damage to or theft of most Rental Autos when the Cardmember uses the Card (as defined below) to reserve and pay for an auto rental from any commercial car rental company within the geographic scope of the United States, its territories and possessions. For those eligible and enrolled in Membership Rewards, if a Membership Rewards redemption certificate is used, coverage is provided only for Rental Autos rented in the United States, including Puerto Rico. Please note: this coverage is always excess insurance. For more information, please refer to the section of the policy titled "What Excess Coverage Means."

**Who is Eligible for Coverage**

You are eligible for coverage if:

1. You are a basic or additional Cardmember and an American Express Card (a "Card") has been issued to you in your name;
2. You are of an account status and class that is provided Car Rental Loss and Damage Insurance as a benefit of Cardmembership ("Cardmember");
3. Your Card account is billed from a U.S. operating center in U.S. dollars; and
4. You maintain your Permanent Residence in Puerto Rico.

**Definitions**

"Accident" means a motor vehicle incident involving the Rental Auto that results in Damage to the Rental Auto.

"Membership Rewards" means the program operated by American Express Travel Related Services Company, Inc. which permits enrolled Cardmembers to earn Membership Rewards points and to redeem those points for airline tickets, hotel stays and car rentals, among other rewards. In some cases, participating Cardmembers receive a redemption certificate in order to use their Membership Rewards points.

"Owner's Property" means the Cardmember's personal items.

"Permanent Residence" means the Covered Person's one primary dwelling place where the Covered Person permanently resides and intends to return.

"Rental Auto" means a four-wheeled, two-axle passenger type motor vehicle, designed for and sold to accommodate private passenger transport on public roads.

"Rental Company" means any commercial car rental agency which rents Rental Autos within the geographic scope of the United States, its territories and possessions

"Secured" means locked in the trunk of the Rental Auto or locked in the seating compartment of the Rental Auto with all the windows fully closed and all Covered Persons absent of the vicinity of the Rental Auto.

"Unsecured Vehicle" means an unlocked car.

**How to Activate Coverage**

Coverage for theft of or damage to a Rental Auto is activated when the Cardmember:

1. presents his or her eligible Card to the Rental Company to reserve the Rental Auto, by making a

- reservation; or by placing a hold or deposit at the time the Rental Auto is checked out;
2. chooses not to purchase or declines the full Collision Damage Waiver or similar option (CDW), or pays for a partial collision damage waiver, offered by the Rental Company;
3. is the primary renter, which is defined as the Cardmember, who is named on the written agreement with the Rental Company as the person renting and taking control and possession of the Rental Auto ("Primary Renter"); and
4. uses the Card to pay for the entire auto rental from the Rental Company at the time of vehicle return.

If eligible and enrolled in Membership Rewards, coverage is also activated when the Cardmember:

1. presents a Membership Rewards redemption certificate; and
2. uses a Membership Rewards redemption certificate at a participating Rental Company.

A Membership Rewards redemption certificate can only be redeemed by eligible Cardmembers. Benefits will not be paid when a Membership Rewards redemption certificate has been transferred to non-eligible Cardmembers and/or non-Cardmembers.

Coverage continues in effect while the Cardmember remains in control and possession of the Rental Auto. A Cardmember, who is physically challenged and unable to operate the Rental Auto, may be the Primary Renter if he/she is the Cardmember entering into the rental transaction.

### **When Coverage Terminates**

Coverage for theft of or damage to the Rental Auto terminates when the:

1. Rental Company resumes control of the Rental Auto, or 30 consecutive days after the Rental Auto was checked out, whichever is earlier; or
2. Policy is cancelled.
3. Cardmember ceases to have 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 another underwriter, the terms of which can be obtained by calling the toll free number on the back of the American Express Card.

### **Length of Coverage**

Car Rental Loss and Damage Insurance covers eligible Rental Autos when rented under a written rental agreement from a Rental Company for no more than 30 consecutive days.

Note: In no event shall coverage be provided when the Cardmember rents a Rental Auto beyond 30 consecutive days from the same Rental Company, regardless of whether the original agreement is extended, or a new written agreement is entered into, or a new vehicle is rented.

Additionally, no coverage will be provided when the Primary Renter rents a Rental Auto for more than 30 consecutive days out of a 45 day period within the same geographic market/location (75 mile radius).

### **What is Covered**

Car Rental Loss and Damage Insurance reimburses a Cardmember for payments for damage to or theft of a Rental Auto that the Cardmember is required to make, up to the lesser of: 1) the actual cost to repair the Rental Auto, 2) the wholesale Book value minus salvage and depreciation costs, or 3) the purchase invoice price of the Rental Auto minus salvage and depreciation costs. The coverage also reimburses the Cardmember for reasonable charges (those charges incurred at the closest facility that are usual and customary in the vicinity in which the loss or disablement took place) imposed by the Rental Company, such as towing or storage and Loss of Use.

For the purpose of this Policy, "Damage" means damage to the Rental Auto that was sustained by accidental collision with another vehicle or object.

For the purpose of this Policy, "Theft" means the criminal act of stealing or attempting to steal the Rental Auto.



"Loss of Use" means the unavailability of a Rental Auto and consequent loss of revenue by the Rental Company due to damage or theft. Unless otherwise required by law, the Rental Company must submit a fleet utilization log indicating that during such time:

1. no other Rental Auto was available; and
2. there was a demand for a Rental Auto.

Car Rental Loss and Damage Insurance covers no other type of loss. For example, in the event of a collision involving the Cardmember's Rental Auto, damage to any other driver's car or the injury of anyone or anything is not covered.

Note: This policy does not provide liability or any other coverage such as Uninsured Motorists, benefits under any Worker's Compensation law, Disability benefits law or other mandated Government Plans.

#### **What Excess Coverage Means**

Car Rental Loss and Damage Insurance is only available for Rental Autos rented in the U.S., its territories and possessions. The same is an excess insurance plan and as such will cover losses in excess of the limits of other underlying policies. This means that this excess coverage will reimburse the Cardmember only for losses/expenses not covered by plans, such as, a partial collision damage waiver, any personal auto insurance, employer's auto insurance or reimbursement plan or other sources of insurance. When these other plans apply, a Cardmember must first seek payment or reimbursement and receive a determination based on the stated terms of such other Plans, that any such Plans do not provide coverage before this excess coverage will reimburse the Cardmember. In the absence of other underlying policies, then this insurance will become primary up to the maximum limit of the Policy.

#### **Vehicles Not Covered**

Car Rental Loss and Damage Insurance does not cover rentals of:

1. expensive cars, which means cars with an original manufacturer's suggested retail price of \$50,000 or more when new;
2. exotic cars regardless of year or value, including but not limited to Chevrolet Corvette, Toyota Supra, Mazda RX-7, Dodge Viper and Stealth, Plymouth Prowler, Mitsubishi 3000 GT, Nissan 300 ZX, Jaguar XJS, Acura NSX, Mercedes SL, SLK, S Coupe and E320 Coupe and Convertible, BMW M3, Z3 and 8 Series, Cadillac Allante. All Porsche, Ferrari, Lamborghini, Maserati, Aston Martin, Lotus, Bugatti, Vector, Shelby Cobra, Bentley, Rolls Royce;
3. trucks, pick-ups, cargo vans, custom vans;
4. full-sized vans, including but not limited to Ford Econoline or Club Wagon, Chevy Van or Sportvan, GMC Vandura and Rally, Dodge Ram Vans and Ram Wagon;
5. vehicles which have been customized or modified from the manufacturer's factory specifications except for driver's assistance equipment for the physically challenged;
6. vehicles used for hire or commercial purposes;
7. mini-vans used for commercial hire;  
Note: Passenger Mini-Vans (not Cargo Mini-Vans) with factory specified seating capacity of 8 passengers or less, including but not limited to Dodge Caravan, Plymouth Voyager, Ford Windstar and Nissan Quest are covered when rented for personal or business use only.
8. antique cars, which means cars that are 20 years old or have not been manufactured for 10 or more years;
9. limousines;
10. full sized sport utility vehicles including but not limited to Chevrolet/GMC Suburban, Tahoe and Yukon, Ford Expedition, Lincoln Navigator, Toyota Land Cruiser, Lexus LX450, Range Rover or full-sized Ford Bronco;
11. sport/utility vehicles when driven "off-road";  
Note: Compact sport/utility vehicles, including but not limited to Ford Explorer, Jeep Grand Cherokee, Nissan Pathfinder, Toyota Four Runner, Chevrolet Blazer and Isuzu Trooper and Rodeo are covered when driven on paved roads; and
12. off-road vehicles, motorcycles, mopeds, recreational vehicles, golf or motorized carts, campers, trailers and any other vehicle which is not a Rental Auto.

#### **Losses Not Covered**

Car Rental Loss and Damage Insurance does not cover losses caused by or contributed to by:

1. operation of the Rental Auto in violation of the terms and conditions of the Rental Company agreement (including but not limited to losses occurring when: a person not permitted to operate the vehicle pursuant to

terms of the rental agreement was in possession or control of the vehicle; or, driving the vehicle outside of the authorized rental territory);

2. leased or mini-leased vehicles;
3. costs attributed to the Rental Company's normal course of doing business;
4. intentional damage;
5. illegal activity, such as losses where the Rental Auto was used for, or involved in illegal activity or felony;
6. pre-existing conditions, damage or defect;
7. alcohol intoxication on the part of the driver, as defined in the state where the Accident occurred;
8. voluntarily taking any drug or acting under the influence or effect of that drug (unless taken as prescribed or administered by a Doctor);
9. war or military activity;
10. radioactivity;
11. confiscation by authority;
12. wear and tear, including gradual deterioration;
13. damage which is due and confined to freezing, mechanical or electrical breakdown or failure unless such damage results from a theft covered by the Policy;
14. failure to return keys to the Rental Company when the vehicle is stolen;
15. theft or damage to unsecured vehicles;
16. theft of or damage to tires (flats or blowouts), unless damaged by fire, malicious mischief, vandalism, or stolen, unless the loss is coincident with and from the same cause as other loss covered by the Policy; and
17. off-road operation of the vehicle.

Car Rental Loss and Damage Insurance does not cover, and benefits will not be paid for:

1. sales tax related to repair of damages, unless reimbursement of such sales tax is required by law;
2. damage to any vehicle other than the Rental Auto;
3. damage to any property other than the Rental Auto, Owner's Property, or items not permanently attached to the Rental Auto;
4. the injury of anyone or anything;
5. expenses assumed, waived or paid for by the Rental Company or its insurer;
6. expenses covered by the Cardmember's personal auto insurer, employer or employer's insurer, or authorized driver's insurer;
7. value added tax or similar tax, unless reimbursement of such tax is required by law;
8. diminishment of value;
9. any Rental Auto used for hire or commercial purposes; and
10. depreciation, unless reimbursement for depreciation is required by law.

#### **How to File a Claim**

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

If a loss occurs, a Cardmember should promptly notify the Car Rental Loss and Damage Claims Unit toll free at (800) 338-1670 in the U.S. only or call (440) 914-2950 from other locations worldwide. If the failure of a Cardmember to promptly report a loss prejudices the rights of the Insurer, the claim may be denied.

A representative will answer any questions a Cardmember may have and will send the Cardmember a claim form with instructions. Complete and sign the claim form. The written proof of loss, which includes the claim form and all other requested documentation (listed below), must be received within one year of the Notice of Claim date and sent to American Express Car Rental Loss and Damage Claims Unit, PO Box, 94729, Cleveland, Ohio 44101-4729.

If the proof of loss and other documentation is not received within one year of the Notice of Claim date, coverage may be denied.

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

1. our signed and completed claim form;
2. an itemized repair bill;
3. a copy of the charge slip for the rental of the Rental Auto, Rental Auto contract or machine generated receipt to show rental was charged and paid for with an American Express Card;

4. a police report (if applicable);
5. photos of the damaged vehicle, if available;
6. a copy of the Cardmember's, authorized driver's or employer's auto insurance coverage, or a notarized letter stating no insurance;
7. a copy of all claim documents and correspondence, provided by the Rental Company;
8. a copy of the Rental Company's utilization log;
9. a copy of the driver's license of the Cardmember and/or authorized driver, unless the driver's license number shows on the rental agreement;
10. a copy of the written rental agreement, front and back, which documents when the Rental Auto was checked out and checked in; and
11. information pertaining to other available insurance coverage(s).

#### **How Benefits are Paid**

All Car Rental Loss and Damage Insurance payments reimbursable under the policy are payable to the Cardmember; except that payment may be made, at the discretion of the Insurer, jointly to the Cardmember and the Rental Company when the Rental Company has not been reimbursed for the covered loss or damage, or the Cardmember has not validly assigned his/her payments to the Rental Company or any other party.

Note: Benefits will not be paid if on the date of loss, on the date of claim filing, or on the date of potential claim payment, any amount due on Your Card account is past due or Your Card is cancelled .

#### **Fraud**

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

We do not provide coverage to a Cardmember who, whether before or after a Loss, has:

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

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.

#### **Rights of Recovery**

In the event of a payment under this Policy, the Insurer is entitled to all the rights of recovery that the Cardmember, to whom payment was made, has against another. That Cardmember must sign and deliver to the Insurer any legal papers relating to that recovery, do whatever else is necessary to help the Insurer exercise those rights and do nothing after loss to harm the Insurer's rights.

When a Cardmember or Rental Company has been paid damages under this Policy, and also recovers from another, the amount recovered from the other shall be held by that Cardmember or Rental Company in trust for the Insurer and reimbursed to the extent of the Insurer's payment.

As a condition precedent to coverage, the Cardmember is required, and has a duty to fully cooperate with the Insurer in any investigations, subrogation matters or legal proceedings by providing copies of any and all legal notices and any and all statements, including sworn statements and contributing any other papers and documents to reasonably assist in the disposition of the legal matter.

#### **Notification of Legal Action**

When a Cardmember is served with suit and/or summons papers relating to a Car Rental Loss and Damage claim, the Cardmember must notify (see address and phone number under "Claims Notice" section) and provide copies of the suit or summons papers to the Car Rental Loss and Damage claims unit within 15 days of when the Cardmember is served. Failure to comply may result in denial of benefits.

**Additional Information for You**

This coverage is underwritten by AMEX Assurance Company ("Insurer") through this insurance Policy issued to American Express Travel Related Services Company, Inc. and its participating subsidiaries affiliates and licensees. This Master Policy may be changed, cancelled or terminated. 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 Cardmember can request a copy of the Master Policy by calling (800) 338-1670.

The Company can cancel this Master Policy for any reason including but not necessarily limited to: 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.

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.

This Description of Coverage is an important document. Please keep it in a safe place. Although it describes the present form of insurance as it exists at the time of printing, this document is not the Policy or contract of insurance. The benefits described in this document are subject to all of the terms, conditions and exclusions of the Policy issued by the underwriter. This document replaces any prior Description of Coverage under the Policy which may have been furnished to the Cardmember.

IN WITNESS WHEREOF, We have caused this Certificate 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 Puerto Rico**

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

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

Effective immediately, the second paragraph under the Section entitled **HOW TO FILE A CLAIM** is amended to reflect a change to the worldwide collect telephone number. The first sentence of the second paragraph is amended as follows:

If a loss occurs, a Cardmember should promptly notify the Car Rental Loss and Damage Claims Unit toll free at (800) 338-1670 in the U.S. only or call (216) 617-2500 from other locations worldwide.

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



Troy E. Glover  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

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

**AMEX ASSURANCE COMPANY**

Underwritten by AMEX Assurance Company  
Mailing Address: P.O. Box 53701 Phoenix, AZ 85072-9872

**Group Insurance Master Policy  
American Express® Card  
CAR RENTAL LOSS AND DAMAGE INSURANCE PLAN**

**DESCRIPTION OF COVERAGE**

Car Rental Loss and Damage Insurance provides the Cardmember, if the Cardmember is the Primary Renter (as defined below) with insurance coverage for damage to or theft of most Rental Autos when the Cardmember uses the Card (as defined below) to reserve and pay for an auto rental from any commercial car rental company within the geographic scope of the United States, its territories and possessions. For those eligible and enrolled in Membership Rewards, if a Membership Rewards redemption certificate is used, coverage is provided only for Rental Autos rented in the United States, including The United States Virgin Islands. Please note: this coverage is always excess insurance. For more information, please refer to the section of the policy titled "What Excess Coverage Means."

**Who is Eligible for Coverage**

You are eligible for coverage if:

1. You are a basic or additional Cardmember and an American Express Card (a "Card") has been issued to you in your name;
2. You are of an account status and class that is provided Car Rental Loss and Damage Insurance as a benefit of Cardmembership ("Cardmember");
3. Your Card account is billed from a U.S. operating center in U.S. dollars; and
4. You maintain your Permanent Residence in The United States Virgin Islands.

**Definitions**

"Accident" means a motor vehicle incident involving the Rental Auto that results in Damage to the Rental Auto.

"Membership Rewards" means the program operated by American Express Travel Related Services Company, Inc. which permits enrolled Cardmembers to earn Membership Rewards points and to redeem those points for airline tickets, hotel stays and car rentals, among other rewards. In some cases, participating Cardmembers receive a redemption certificate in order to use their Membership Rewards points.

"Owner's Property" means the Cardmember's personal items.

"Permanent Residence" means the Covered Person's one primary dwelling place where the Covered Person permanently resides and intends to return.

"Rental Auto" means a four-wheeled, two-axle passenger type motor vehicle, designed for and sold to accommodate private passenger transport on public roads.

"Rental Company" means any commercial car rental agency which rents Rental Autos within the geographic scope of the United States, its territories and possessions

"Secured" means locked in the trunk of the Rental Auto or locked in the seating compartment of the Rental Auto with all the windows fully closed and all Covered Persons absent of the vicinity of the Rental Auto.

"Unsecured Vehicle" means an unlocked car.

### **How to Activate Coverage**

Coverage for theft of or damage to a Rental Auto is activated when the Cardmember:

1. presents his or her eligible Card to the Rental Company to reserve the Rental Auto, by making a reservation; or by placing a hold or deposit at the time the Rental Auto is checked out;
2. chooses not to purchase or declines the full Collision Damage Waiver or similar option (CDW), or pays for a partial collision damage waiver, offered by the Rental Company;
3. is the primary renter, which is defined as the Cardmember, who is named on the written agreement with the Rental Company as the person renting and taking control and possession of the Rental Auto ("Primary Renter"); and
4. uses the Card to pay for the entire auto rental from the Rental Company at the time of vehicle return.

If eligible and enrolled in Membership Rewards, coverage is also activated when the Cardmember:

1. presents a Membership Rewards redemption certificate; and
2. uses a Membership Rewards redemption certificate at a participating Rental Company.

A Membership Rewards redemption certificate can only be redeemed by eligible Cardmembers. Benefits will not be paid when a Membership Rewards redemption certificate has been transferred to non-eligible Cardmembers and/or non-Cardmembers.

Coverage continues in effect while the Cardmember remains in control and possession of the Rental Auto. A Cardmember, who is physically challenged and unable to operate the Rental Auto, may be the Primary Renter if he/she is the Cardmember entering into the rental transaction.

### **When Coverage Terminates**

Coverage for theft of or damage to the Rental Auto terminates when the:

1. Rental Company resumes control of the Rental Auto, or 30 consecutive days after the Rental Auto was checked out, whichever is earlier; or
2. Policy is cancelled.
3. Cardmember ceases to have 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 another underwriter, the terms of which can be obtained by calling the toll free number on the back of the American Express Card.

### **Length of Coverage**

Car Rental Loss and Damage Insurance covers eligible Rental Autos when rented under a written rental agreement from a Rental Company for no more than 30 consecutive days.

Note: In no event shall coverage be provided when the Cardmember rents a Rental Auto beyond 30 consecutive days from the same Rental Company, regardless of whether the original agreement is extended, or a new written agreement is entered into, or a new vehicle is rented.

Additionally, no coverage will be provided when the Primary Renter rents a Rental Auto for more than 30 consecutive days out of a 45 day period within the same geographic market/location (75 mile radius).

### **What is Covered**

Car Rental Loss and Damage Insurance reimburses a Cardmember for payments for damage to or theft of a Rental Auto that the Cardmember is required to make, up to the lesser of: 1) the actual cost to repair the Rental Auto, 2) the wholesale Book value minus salvage and depreciation costs, or 3) the purchase invoice price of the Rental Auto minus salvage and depreciation costs. The coverage also reimburses the Cardmember for reasonable charges (those charges incurred at the closest facility that are usual and customary in the vicinity in which the loss or disablement took place) imposed by the Rental Company, such as towing or storage and Loss of Use.

For the purpose of this Policy, "Damage" means damage to the Rental Auto that was sustained by accidental collision with another vehicle or object.

For the purpose of this Policy, "Theft" means the criminal act of stealing or attempting to steal the Rental Auto.

"Loss of Use" means the unavailability of a Rental Auto and consequent loss of revenue by the Rental Company due to damage or theft. Unless otherwise required by law, the Rental Company must submit a fleet utilization log indicating that during such time:

1. no other Rental Auto was available; and
2. there was a demand for a Rental Auto.

Car Rental Loss and Damage Insurance covers no other type of loss. For example, in the event of a collision involving the Cardmember's Rental Auto, damage to any other driver's car or the injury of anyone or anything is not covered.

Note: This policy does not provide liability or any other coverage such as Uninsured Motorists, benefits under any Worker's Compensation law, Disability benefits law or other mandated Government Plans.

#### **What Excess Coverage Means**

Car Rental Loss and Damage Insurance is only available for Rental Autos rented in the U.S., its territories and possessions. The same is an excess insurance plan and as such will cover losses in excess of the limits of other underlying policies. This means that this excess coverage will reimburse the Cardmember only for losses/expenses not covered by plans, such as, a partial collision damage waiver, any personal auto insurance, employer's auto insurance or reimbursement plan or other sources of insurance. When these other plans apply, a Cardmember must first seek payment or reimbursement and receive a determination based on the stated terms of such other Plans, that any such Plans do not provide coverage before this excess coverage will reimburse the Cardmember. In the absence of other underlying policies, then this insurance will become primary up to the maximum limit of the Policy.

#### **Vehicles Not Covered**

Car Rental Loss and Damage Insurance does not cover rentals of:

1. expensive cars, which means cars with an original manufacturer's suggested retail price of \$50,000 or more when new;
2. exotic cars regardless of year or value, including but not limited to Chevrolet Corvette, Toyota Supra, Mazda RX-7, Dodge Viper and Stealth, Plymouth Prowler, Mitsubishi 3000 GT, Nissan 300 ZX, Jaguar XJS, Acura NSX, Mercedes SL, SLK, S Coupe and E320 Coupe and Convertible, BMW M3, Z3 and 8 Series, Cadillac Allante. All Porsche, Ferrari, Lamborghini, Maserati, Aston Martin, Lotus, Bugatti, Vector, Shelby Cobra, Bentley, Rolls Royce;
3. trucks, pick-ups, cargo vans, custom vans;
4. full-sized vans, including but not limited to Ford Econoline or Club Wagon, Chevy Van or Sportvan, GMC Vandura and Rally, Dodge Ram Vans and Ram Wagon;
5. vehicles which have been customized or modified from the manufacturer's factory specifications except for driver's assistance equipment for the physically challenged;
6. vehicles used for hire or commercial purposes;
7. mini-vans used for commercial hire;  
Note: Passenger Mini-Vans (not Cargo Mini-Vans) with factory specified seating capacity of 8 passengers or less, including but not limited to Dodge Caravan, Plymouth Voyager, Ford Windstar and Nissan Quest are covered when rented for personal or business use only.
8. antique cars, which means cars that are 20 years old or have not been manufactured for 10 or more years;
9. limousines;
10. full sized sport utility vehicles including but not limited to Chevrolet/GMC Suburban, Tahoe and Yukon, Ford Expedition, Lincoln Navigator, Toyota Land Cruiser, Lexus LX450, Range Rover or full-sized Ford Bronco;
11. sport/utility vehicles when driven "off-road";  
Note: Compact sport/utility vehicles, including but not limited to Ford Explorer, Jeep Grand Cherokee, Nissan Pathfinder, Toyota Four Runner, Chevrolet Blazer and Isuzu Trooper and Rodeo are covered when driven on paved roads; and
12. off-road vehicles, motorcycles, mopeds, recreational vehicles, golf or motorized carts, campers, trailers and any other vehicle which is not a Rental Auto.

#### **Losses Not Covered**

Car Rental Loss and Damage Insurance does not cover losses caused by or contributed to by:

1. operation of the Rental Auto in violation of the terms and conditions of the Rental Company agreement (including but not limited to losses occurring when: a person not permitted to operate the vehicle pursuant to



terms of the rental agreement was in possession or control of the vehicle; or, driving the vehicle outside of the authorized rental territory);

2. leased or mini-leased vehicles;
3. costs attributed to the Rental Company's normal course of doing business;
4. intentional damage;
5. illegal activity, such as losses where the Rental Auto was used for, or involved in illegal activity or felony;
6. pre-existing conditions, damage or defect;
7. alcohol intoxication on the part of the driver, as defined in the state where the Accident occurred;
8. voluntarily taking any drug or acting under the influence or effect of that drug (unless taken as prescribed or administered by a Doctor);
9. war or military activity;
10. radioactivity;
11. confiscation by authority;
12. wear and tear, including gradual deterioration;
13. damage which is due and confined to freezing, mechanical or electrical breakdown or failure unless such damage results from a theft covered by the Policy;
14. failure to return keys to the Rental Company when the vehicle is stolen;
15. theft or damage to unsecured vehicles;
16. theft of or damage to tires (flats or blowouts), unless damaged by fire, malicious mischief, vandalism, or stolen, unless the loss is coincident with and from the same cause as other loss covered by the Policy; and
17. off-road operation of the vehicle.

Car Rental Loss and Damage Insurance does not cover, and benefits will not be paid for:

1. sales tax related to repair of damages, unless reimbursement of such sales tax is required by law;
2. damage to any vehicle other than the Rental Auto;
3. damage to any property other than the Rental Auto, Owner's Property, or items not permanently attached to the Rental Auto;
4. the injury of anyone or anything;
5. expenses assumed, waived or paid for by the Rental Company or its insurer;
6. expenses covered by the Cardmember's personal auto insurer, employer or employer's insurer, or authorized driver's insurer;
7. value added tax or similar tax, unless reimbursement of such tax is required by law;
8. diminishment of value;
9. any Rental Auto used for hire or commercial purposes; and
10. depreciation, unless reimbursement for depreciation is required by law.

#### **How to File a Claim**

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

If a loss occurs, a Cardmember should promptly notify the Car Rental Loss and Damage Claims Unit toll free at (800) 338-1670 in the U.S. only or call (440) 914-2950 from other locations worldwide. If the failure of a Cardmember to promptly report a loss prejudices the rights of the Insurer, the claim may be denied.

A representative will answer any questions a Cardmember may have and will send the Cardmember a claim form with instructions. Complete and sign the claim form. The written proof of loss, which includes the claim form and all other requested documentation (listed below), must be received within one year of the Notice of Claim date and sent to Car Rental Loss and Damage Claims Unit, PO Box, 94729, Cleveland, Ohio 44101-4729. If the proof of loss and other documentation is not received within one year of the Notice of Claim date, coverage may be denied.

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

1. our signed and completed claim form;
2. an itemized repair bill;
3. a copy of the charge slip for the rental of the Rental Auto, Rental Auto contract or machine generated receipt to show rental was charged and paid for with an American Express Card;
4. a police report (if applicable);

5. photos of the damaged vehicle, if available;
6. a copy of the Cardmember's, authorized driver's or employer's auto insurance coverage, or a notarized letter stating no insurance;
7. a copy of all claim documents and correspondence, provided by the Rental Company;
8. a copy of the Rental Company's utilization log;
9. a copy of the driver's license of the Cardmember and/or authorized driver, unless the driver's license number shows on the rental agreement;
10. a copy of the written rental agreement, front and back, which documents when the Rental Auto was checked out and checked in; and
11. information pertaining to other available insurance coverage(s).

### **How Benefits are Paid**

All Car Rental Loss and Damage Insurance payments reimbursable under the policy are payable to the Cardmember; except that payment may be made, at the discretion of the Insurer, jointly to the Cardmember and the Rental Company when the Rental Company has not been reimbursed for the covered loss or damage, or the Cardmember has not validly assigned his/her payments to the Rental Company or any other party.

Note: Benefits will not be paid if on the date of loss, on the date of claim filing, or on the date of potential claim payment, any amount due on Your Card account is past due or Your Card is cancelled .

### **Fraud**

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

We do not provide coverage to a Cardmember who, whether before or after a Loss, has:

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

### **Rights of Recovery**

In the event of a payment under this Policy, the Insurer is entitled to all the rights of recovery that the Cardmember, to whom payment was made, has against another. That Cardmember must sign and deliver to the Insurer any legal papers relating to that recovery, do whatever else is necessary to help the Insurer exercise those rights and do nothing after loss to harm the Insurer's rights.

When a Cardmember or Rental Company has been paid damages under this Policy, and also recovers from another, the amount recovered from the other shall be held by that Cardmember or Rental Company in trust for the Insurer and reimbursed to the extent of the Insurer's payment.

As a condition precedent to coverage, the Cardmember is required, and has a duty to fully cooperate with the Insurer in any investigations, subrogation matters or legal proceedings by providing copies of any and all legal notices and any and all statements, including sworn statements and contributing any other papers and documents to reasonably assist in the disposition of the legal matter.

### **Notification of Legal Action**

When a Cardmember is served with suit and/or summons papers relating to a Car Rental Loss and Damage claim, the Cardmember must notify (see address and phone number under "Claims Notice" section) and provide copies of the suit or summons papers to the Car Rental Loss and Damage claims unit within 15 days of when the Cardmember is served. Failure to comply may result in denial of benefits.

### **Additional Information for You**

This coverage is underwritten by AMEX Amex Assurance Company of North America ("Insurer") through this insurance Policy issued to American Express Travel Related Services Company, Inc. and its participating subsidiaries affiliates and licensees. This Master Policy may be changed, cancelled or terminated. 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 Cardmember can request a copy of the Master Policy by calling 1-800-473-7346.

The Company can cancel this Master Policy for any reason including but not necessarily limited to: 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.

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.

**This Description of Coverage is an important document. Please keep it in a safe place. Although it describes the present form of insurance as it exists at the time of printing, this document is not the Policy or contract of insurance. The benefits described in this document are subject to all of the terms, conditions and exclusions of the Policy issued by the underwriter. This document replaces any prior Description of Coverage under the Policy which may have been furnished to the Cardmember.**



Troy E. Glover  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

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**Applicable for Residents of U.S. Virgin Islands**

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

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

Effective immediately, the second paragraph under the Section entitled **HOW TO FILE A CLAIM** is amended to reflect a change to the worldwide collect telephone number. The first sentence of the second paragraph is amended as follows:

If a loss occurs, a Cardmember should promptly notify the Car Rental Loss and Damage Claims Unit toll free at (800) 338-1670 in the U.S. only or call (216) 617-2500 from other locations worldwide.

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



Troy E. Glover  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

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