

**FOR INFORMATIONAL PURPOSES ONLY:** For complete details on the terms, conditions, and exclusions of this coverage please refer to the Plan documents you receive upon enrollment. Please note that although this sample is a group policy form, you may receive one or more individual policies.

## SAMPLE DESCRIPTION OF COVERAGE – STATE VARIATIONS MAY EXIST

### PREMIUM CAR RENTAL PROTECTION

Underwritten by AMEX Assurance Company  
Administrative Office, 480 Pilgrim Way, Suite 1400, Green Bay, Wisconsin.

[Cardmember: John Q. Public]

Premium Car Rental Protection provides insurance coverage to the Cardmember and Passengers when a Cardmember uses an Enrolled Card to pay rental charges for a Rental Car. Coverage includes the following benefits: reimbursement for Damage to or Theft of a Rental Car; a secondary Accidental Injury Expense benefit; Accidental Death or Dismemberment coverage; secondary coverage for Damage to or Theft of Personal Property. The terms and conditions of coverage, as well as the benefit levels, are described in this Description of Coverage.

Coverage is worldwide except for vehicles rented in Australia, Ireland, Israel, Italy, Jamaica and New Zealand.

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

For any questions regarding the Plan, please call [(800) 338-1670, or the number on the back of your Enrolled Card].

#### Definitions

Certain words used in this Description of Coverage have special meaning and are explained below and in other sections of this document. They appear throughout the Description of Coverage beginning with a capital letter.

“Accident” means a motor vehicle incident involving the Rental Car that results in Damage to the Rental Car, or Accidental Injury to a Covered Person, or both.

“Alight” or “Alighting” means being in the direct and immediate act of exiting the seating compartment of the Rental Car. Once the person's body is out of and not touching the Rental Car, the act of Alighting is completed.

“Authorized Driver” means a person listed on the rental agreement between the Cardmember and the Rental Company, at the time the Cardmember takes Possession of the Rental Car, who is permitted to operate the Rental Car according to the terms of the rental agreement.

“Board” or “Boarding” means being in the direct and immediate act of entering the seating compartment of the Rental Car. Once a person is

sitting in the Rental Car, the act of Boarding is completed.

“Cardmember” means an American Express Basic or Additional Cardmember who has used an Enrolled Card to rent the Rental Car, who has signed the rental agreement with the Rental Company and who takes Possession of, or who permits an Authorized Driver to take Possession of, the Rental Car.

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

“Covered Person” means the Cardmember and any Passenger, including any Authorized Driver, Boarding, sitting in, riding in or Alighting from the Rental Car.

“Damage” means the effect of any contact with or treatment of the Rental Car which requires repair in order to restore the Rental Car to its pre-Possession condition, or, in the case of Personal Property, any alteration or destruction of Personal Property which necessitates repair or replacement.

“Domestic Partner” means persons of the same or opposite gender who either,

1. Can provide documentation of registration of the Domestic Partner relationship pursuant to a state, county or municipal provision, or
2. Can meet all of 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.

“Enrolled Card” means an American Express charge or lending Card that has been enrolled in the Plan.

“Loss of Use” means the unavailability of a Rental Car 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 Car was available; and
2. there was a demand for a Rental Car.

“Passenger” means a person, other than the Cardmember, who the Cardmember permits to Board the Rental Car, including an Authorized Driver.

“Permanent Residence” means the Covered Person’s one primary dwelling place where the Covered Person permanently resides and intends to return.

“Personal Property” means any property that accompanies the Covered Person when Boarding the Rental Car or that is Secured in the Rental Car when the Covered Person is not sitting in or riding in the Rental Car.

“Physician or Dentist” means a person licensed in the healing arts and acting within the scope of such license with respect to the treatment provided. The Physician or Dentist may not be a Covered Person, the Spouse or Domestic Partner of a Covered Person, or anyone related to the Covered Person by blood.

“Plan” means the benefits described in this Description of Coverage.

“Policy” means the master group insurance contract of which this Plan is descriptive and under which this Plan provides coverage for a Covered Person.

“Possession” means that period of time beginning when the Cardmember or Authorized Driver Boards the Rental Car for the first time and ending when the Cardmember or Authorized Driver Alights from the Rental Car for the last time in order to surrender all the keys and custody of the Rental Car to the Rental Company.

“Rental Car” means a four-wheeled, two-axle passenger type motor vehicle, designed for and sold to accommodate private passenger transport on public roads, rented to the Cardmember by the Rental Company, and intended to be operated by the Cardmember or Authorized Driver by means of a rental agreement with the Rental Company. A Rental Car includes a pick-up truck, cargo or passenger van and sport utility vehicle (SUV).

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

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

“Spouse” means the person to whom the Cardmember or a Passenger is lawfully married.

“Theft” means the taking and driving of the Rental Car by a person other than the Cardmember or an Authorized Driver, or the taking of Secured Personal Property, without the permission of the Cardmember or the Covered Person who owns the Personal Property.

#### **How to Activate Coverage**

Coverage is activated when the Cardmember uses an Enrolled Card to pay the rental fee for the Rental Car and the Cardmember signs the rental agreement for that Rental Car.

Coverage will not be activated if an American Express Card that has been used to pay a rental

fee for the Rental Car is enrolled in the Plan after the Cardmember or Authorized Driver Boards the Rental Car for the first time. Coverage also will not be activated if an Enrolled Card has not been used to pay the rental fee, but is subsequently used to pay for Damage to the Rental Car.

## Benefits

### Damage and Theft Benefit

If Damage to or Theft of the Rental Car occurs, the Plan will reimburse the Cardmember up to a maximum of [\$75,000, \$100,000] for the following payments the Cardmember is required to make:

1. up to the lesser of:
  - a. the actual cost to repair Damage to the Rental Car; or
  - b. the wholesale monetary worth of the Rental Car at the time of Damage or Theft as stated in an authority commonly used to determine such worth, or book value, minus salvage and depreciation costs; or
  - c. the invoice purchase price of the Rental Car, minus salvage and depreciation costs; and
2. Loss of Use; and
3. charges related to the Rental Car subsequent to the Accident, such as expenses for towing and storage, which are charged by the nearest vendor or facility capable of rendering assistance and which are the usual and customary charges in the locale where the Accident occurred.

### Personal Property Benefit

If an Accident causes Damage to Personal Property, or if Theft of Personal Property that has been Secured occurs, the Plan will reimburse the Covered Person the lesser of:

1. the replacement cost, less depreciation, as determined by the Company, of the Personal Property at the time of Damage or Theft; or
2. the cost of repair or replacement of the Personal Property.

Personal Property is insured against Damage or Theft only to the extent such coverage is not provided by other insurance available to the Covered Person.

Personal Property for each Covered Person is insured for up to [\$2,500, \$5,000]. However, if the Personal Property of more than one Covered Person is affected by Damage or Theft from the same Accident or incident of Theft, the total coverage for all such affected Personal Property is [\$5,000, \$10,000].

If Theft of Personal Property that has been Secured occurs, there must be visible signs of

forced entry to the Rental Car. Additionally, a report listing each stolen item of Personal Property must be filed with the appropriate law enforcement agency.

Receipts or proof of ownership are required for reimbursement of any item under the Personal Property Benefit.

### Accidental Injury Expense Benefit

If a Covered Person suffers an Accidental Injury, the Plan will pay a secondary Accidental Injury benefit up to a maximum of [\$7,500, \$15,000] for treatment and supplies that are Medically Necessary, only when all insurance otherwise available to the Covered Person is not sufficient to pay for the cost of the Medically Necessary treatment.

“Accidental Injury” means bodily injury to a Covered Person as a result of an Accident. An Accidental Injury may neither, directly or indirectly, wholly or partially, result from nor be caused or contributed to by a disease, illness or infirmity, nor by the ingestion, injection or inhalation of any substance.

“Medically Necessary” means medical treatment and supplies from a Physician or Dentist required for the treatment of an Accidental Injury.

If the Covered Person has other secondary insurance available, the Covered Person must assist the Company in arranging with any other such insurer to share and administer payment for Medically Necessary treatment, up to the covered maximum for each Covered Person, in the interest of an equitable distribution of the treatment expense among all insurers.

Medically Necessary treatment must begin within 90 days of the Accident that caused the Accidental Injury and must be completed within 52 weeks of the Accident date.

Expenses for Medically Necessary treatment will be paid on a reasonable and customary basis up to the maximum for each Covered Person.

### Accidental Death or Dismemberment Benefit

If a Covered Person suffers an Accidental Death, the Plan will pay to the beneficiary of that Covered Person [\$50,000, \$75,000, \$100,000] if the Covered Person is the Cardmember and [\$5,000, \$7,500, \$10,000] if the Covered Person is a Passenger.

“Accidental Death” means the death of a Covered Person as a result of an Accident. An Accidental Death may neither, directly or

indirectly, wholly or partially, result from nor be caused or contributed to by a disease, illness or infirmity, nor the ingestion, injection or inhalation of any substance.

If a Covered Person suffers Dismemberment as the result of an Accidental Injury, the Plan will pay the benefit amount as determined from the Table of Losses for Dismemberment below. The Table of Losses for Dismemberment indicates that percentage of the Accidental Death benefit, for which the Covered Person is insured, which the Plan will pay to the Covered Person in the event an Accidental Injury causes Dismemberment.

“Dismemberment” means, with reference to:

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

The Accidental Death or Dismemberment must occur within 365 days after the Accident date.

The benefit payment for Accidental Death or Dismemberment will be either for Accidental Death or one category of loss for Dismemberment. If Dismemberment involves more than one category of loss, the Plan will pay that one amount which represents the greatest loss sustained by the Covered Person as a result of the Accident.

Table of Losses for Dismemberment

|   |      |
|---|------|
| Both Hands or Both Feet.....                      | 100% |
| Sight of Both Eyes.....                           | 100% |
| One Hand and One Foot.....                        | 100% |
| Either Hand or Foot and the Sight of One Eye..... | 100% |
| Speech and Hearing in Both Ears.....              | 100% |
| Either Hand or Foot.....                          | 50%  |
| Sight of One Eye.....                             | 50%  |
| Speech.....                                       | 50%  |
| Hearing in Both Ears.....                         | 50%  |
| Thumb and Index Finger of the Same Hand.....      | 25%  |

NOTE: With respect to the Accidental Injury Expense Benefit and the Accidental Death or Dismemberment Benefit, for any one Accident resulting in Accidental Injury, Accidental Death or Dismemberment which merits payment under either or both of these two benefits, the maximum payment will not exceed [\$200,000, \$300,000] for all Covered Persons affected by any one Accident. The maximum payment will be apportioned to each Covered Person or to each Covered Person's beneficiary in the amount proportionate to the limit for which the Covered Person was insured.

**Beneficiary**

Only the Cardmember may designate a beneficiary, or change a previously designated beneficiary, to receive the Accidental Death benefit.

To name or change a beneficiary, please call American Express at the toll-free number on the back of the American Express Card in order to receive a form for this purpose which is satisfactory to the Company. In order for a beneficiary designation or change of beneficiary to be effective, the form must be filed with the Company. The designation or change of a beneficiary will take effect as of the date it was signed, provided it has been received by the Company. Any payment of proceeds made by the Company prior to notification of a beneficiary designation or a change of beneficiary on the form satisfactory to the Company will fully discharge the Company to the extent of such payment.

If more than one beneficiary is named without stating the respective interests of each beneficiary, all beneficiaries will share equally.

If no beneficiary is named, or if the beneficiary does not survive the Cardmember, or if the Covered Person is a Passenger, Accidental Death benefits will be paid to the first surviving class of the following classes:

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

**Exclusions**

**Excluded Vehicles**

The following vehicles are not considered a Rental Car and no benefit under the Plan will be paid for a loss if such a vehicle is rented:

1. any truck other than a pick-up truck;
2. a cube van or box truck;
3. leased or mini-leased motor vehicles;
4. vehicles that, after manufacture by the maker, have had any part customized or

modified, except for driver's assistance equipment for the physically challenged driver;

5. any vehicle more than 20 years old or that has not been manufactured for 10 or more years;
6. limousines, off-road vehicles, motorcycles, motor bikes, mopeds, recreational vehicles, any motorized cart including a golf cart, campers and trailers; or
7. vehicles rented in Australia, Ireland, Israel, Italy, Jamaica and New Zealand.

#### Excluded Items

Benefits will not be paid under this Plan for any of the following:

1. costs attributed to the Rental Company's normal course of doing business and expenses assumed, waived or paid for by the Rental Company or its insurer;
2. Damage that has occurred prior to Possession of the Rental Car;
3. tires, unless other Damage occurs to the Rental Car from the same Accident, or Theft of the entire Rental Car occurs;
4. defect in the manufacture of the Rental Car;
5. diminishment of value, unless required by law;
6. depreciation, unless reimbursement for depreciation is required by law;
7. wear and tear, including such effects caused gradually over time;
8. any property other than the Rental Car and Personal Property;
9. lost items;
10. animals;
11. furniture;
12. art;
13. money, securities, tickets, or documents;
14. items left in the Rental Car after the Cardmember or Authorized Driver has relinquished Possession;
15. any injury, except coverage for a Covered Person described under the Accidental Injury Expense Benefit and Accidental Death or Dismemberment Benefit; or
16. any injury or physical condition of a Covered Person existing before an Accident.

#### Excluded Actions

Benefits will not be paid under this Plan if the loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by any of the following:

1. violation of the rental agreement with the Rental Company;
2. acts by a Covered Person to intentionally damage or injure;
3. consumption of alcohol at or in excess of the legal blood alcohol level for operating a

motor vehicle in the state or locality in which the Accident occurred;

4. being under the influence of any drug unless taken as prescribed or administered on the advice of a Physician or Dentist;
5. war or act of war, whether declared or undeclared;
6. 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;
7. confiscation by governmental authority;
8. freezing and mechanical breakdown or electrical failure, except where it results from Theft;
9. the Rental Car being left unattended and unlocked or a window not completely closed;
10. pushing or towing anything;
11. violation of criminal law, or commission of a criminal act, whether cited or charged, by or behalf of the Covered Person;
12. participation in a riot, civil disturbance or insurrection;
13. suicide, attempted suicide or intentionally self-inflicted injury while sane.
14. failure of the Cardmember or Authorized Driver to surrender all the vehicle keys following Possession;
15. a Rental Car used outside the rental territory authorized by the Rental Company;
16. a Rental Car used for any manner of racing or team sport;
17. A Rental Car used for hire, whether for hire to carry persons or property;
18. off-road operation of the Rental Car; or
19. any disease, illness, or infirmity.

#### Maximum Limit Per Covered Person

Duplicate or multiple enrolled American Express Card accounts do not obligate the Company to pay more than one benefit limit under this Plan, per Accident or Theft covered. The maximum amount the Company will pay for any one Accident or Theft is the coverage amount for which the Cardmember is enrolled in at the time of the Accident or Theft.

#### Length of Coverage

As long as the Cardmember remains in Possession of the Rental Car, the Plan covers an eligible Rental Car for the first [42] consecutive days.

#### When Coverage Ends

Coverage ends automatically at the earliest of the following:

1. the date the Policy is cancelled;

2. the date the enrolled Card account is cancelled;
3. the date the Cardmember's Permanent Residence is no longer within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands;
4. the date the Cardmember's Permanent Residence is in a state where the Plan is not available.

Cancellation or termination of coverage will not prejudice any claim commencing while coverage is in force.

### Premiums

A [\$19.95, \$24.95] premium charge will be billed to the Cardmember's Enrolled Card each time the Card is used to pay the rental charges for a Rental Car until the enrollment is terminated. There may be occasions when premium charges are billed to the Enrolled Card for:

1. a cancelled car rental or no-show;
2. a vehicle other than a Rental Car;
3. two premiums for the same car rental;
4. vehicles rented in Australia, Ireland, Israel, Italy, Jamaica, and New Zealand; or
5. other charges unrelated to the actual car rental.

If any such charges are billed to the Enrolled Card, contact American Express for a refund or fill out the refund coupon attached to the Card statement.

### Claims Process

#### Notifying Law Enforcement Agency

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

#### Notification of Loss

The initial notification of a loss must be reported to the Company as soon as reasonably possible following a loss. To report a loss, call [(800) 338-1670, or the number on the back of your Enrolled Card].

#### Proof of Loss

If required, a claim form will be sent to the Covered Person after the Company receives notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within 60 days following the date of the Damage or Theft. The proof of loss must be sent to: [Premium Car Rental Protection Claims Unit, PO Box, 94729, Cleveland, Ohio 44101-4729]. If the required proof of loss and other documentation is not received within 60 days of the date of loss (except for documentation which has not been

furnished for reasons beyond the Covered Persons' control), coverage may be denied. It is the claimant's responsibility to provide all required documentation.

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

1. itemized bill for repair or replacement of the Rental Car or item;
2. report from law enforcement agency (e.g., police report);
3. photos of the damaged vehicle;
4. copy of all claim documents and correspondence, provided by the Rental Company;
5. copy of the written rental agreement with the Rental Company;
6. death certificate and/or itemized medical bills and medical records;
7. signed authorization to obtain medical records;
8. completed claim form;
9. documentation from the Rental Company indicating that the Covered Person was responsible for the damages or loss; and
10. receipts or proof of ownership for stolen or damaged item.

#### Physical Examination and Autopsy

The Company has the right, at its expense, to have the Covered Person, for whom a request for benefits is pending, examined as often as reasonable. The Company may require an autopsy, at its expense, unless the law forbids it.

Cardmember cooperation with issues related to the benefits is required. Failure to cooperate may result in denial of benefits.

### How Benefits are Paid

The Damage and Theft Benefit is payable to the Cardmember or to the Rental Company.

Benefits payable under the Accidental Injury Expense Benefit and Personal Property Benefit are payable to Covered Person.

Dismemberment benefits payable under the Accidental Death or Dismemberment Benefit are payable to the Covered Person.

Death benefits payable under the Accidental Death or Dismemberment Benefit are payable as indicated in the Beneficiary provision.

Any payment made by the Company in good faith pursuant to this provision will fully discharge the Company to the extent of such payment.

### Rights of Recovery

In the event of a payment under this Policy, the Company is entitled to all the rights of recovery that the Covered Person, to whom payment was

made, has against another. The Covered Person must sign and deliver to the Company any legal papers relating to that recovery, do whatever else is necessary to help the Company exercise those rights and do nothing after loss to harm the Company's rights.

When the Covered Person or the Rental Company have been paid under this Plan, and also recover from another, the amount recovered from the other must be held by the Covered Person or Rental Company in trust for the Company and reimbursed to the extent of the Company's payment.

As a condition precedent to coverage, the Covered Person is required, and has a duty, to fully cooperate with the Company 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.

The Company shall be entitled to recovery as stated in this provision only after the Covered Person has been fully compensated for damages by the other party.

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

When a Cardmember is served with legal papers, such as a Summons and/or Complaint, relating to a claim covered under the Plan, the Cardmember must notify (see address and phone number under Claims Process section) and provide copies of these to the Claims Unit within 15 days of when the Cardmember is served. Failure to comply may result in denial of benefits.

#### **Additional Information**

This coverage is underwritten by AMEX Assurance Company ("Insurer") through insurance Policy AX0610 (the "Policy") issued to American Express Travel Related Services Company, Inc. and its participating subsidiaries, affiliates and licensees. The Policy may be changed or canceled with notice.

This Description of Coverage is an important document. Please keep it in a safe place. This document replaces any prior Description of Coverage under the Policy which may have been furnished to the Cardmember.