

**For residents of Puerto Rico, you can view your Description of Coverage on page 16.**

**For residents of The U. S. Virgin Islands, you can view your Description of Coverage on page 21.**

## **EXTENDED WARRANTY**

### **DESCRIPTION OF COVERAGE**

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

Extended Warranty will extend the terms of the original manufacturer's warranty for a period of time equal to the duration of the original manufacturer's warranty, up to three (3) additional years on warranties of five (5) years or less that are eligible in the United States of America. (See Description of Benefits Section.) The coverage provided under this benefit is EXCESS of other sources of indemnity.

#### **DEFINITIONS**

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

**Account** means Your American Express Card Account.

**Cardmember** means a person who has been issued a United States of America based proprietary American Express Card, which is Current and in Good Standing, and who has a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands.

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

**Current and in Good Standing** means a Cardmember Account for which the monthly minimum requirement has been paid prior to the date in which the claim is payable.

**Loss** means the product malfunction which necessitates the repair or replacement of any one product, as covered by the terms of that product's original warranty which is valid in the United States of America when the expense of the

purchase, whether for Your use or as a gift, has been charged to Your Account.

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

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

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

**Policy** means the Group Insurance Master Policy (AX0953 issued to American Express Travel Related Services Company, Inc.).

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

**You, Your** means the Cardmember.

#### **DESCRIPTION OF BENEFITS**

Where a Loss has occurred during this Plan's extended warranty time period of up to three (3) additional years, We will provide a benefit equal to the coverage of the original manufacturer's warranty on warranties of up to five (5) years. We will pay up to the actual amount charged to Your Account for the product for which a Loss is claimed, but not to exceed \$10,000. If the product also is covered by a purchased service contract, this Plan's extended warranty time period begins at the end of the service contract and extends the original manufacturer's warranty for a period of time equal to that warranty, up to three (3) additional years. If the combined coverage of the original manufacturer's warranty and the purchased service contract exceed five (5) years, the product purchased is not eligible under this Plan and no coverage applies.

Extended Warranty does not reimburse for shipping and handling expenses or installation, assembly, professional advice, maintenance or other service charges.

If You experience more than one Loss in a calendar year, We will pay an amount not to exceed \$50,000 for all Losses in a calendar year. Our benefit payment will not include any product rebates, discounts or money received from the lowest price comparison programs that reduced the original cost of the property. Our payment of any eligible benefit amount is further contingent upon Your Account being Current and in Good Standing.

Only a Cardmember has a legal and equitable right to any insurance benefit that may be available under this Plan.

### **EXCLUSIONS**

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

1. any physical damage, including, but not limited to, damage as a direct result of natural disaster or a power surge, except to the extent the original manufacturer's warranty covers such damage;
2. mechanical failure covered under product recall; or
3. fraud or abuse or illegal activity of any kind by the Cardmember.

For residents of Washington, the first paragraph of this section is removed and replaced with the following: We will not pay for Loss caused by any of the excluded events described below. Loss will be considered to have been caused by an excluded event if the occurrences of that event directly and solely results in Loss, or initiates a sequence of events that result in Loss, regardless of the nature of any intermediate or final event in that sequence.

### **PURCHASES NOT COVERED**

The following are not covered:

1. products covered by an unconditional satisfaction guarantee;
2. motorized vehicles (including, but not limited to, passenger cars, trucks, motorcycles, boats, airplanes) and their parts, subject to high risk, combustible, wear and tear or mileage stipulations (including, but not limited

to, batteries, carburetors, pipes, hoses, pistons, brakes, tires, or mufflers);

3. motorized devices and their parts used for agriculture, landscaping, demolition or construction;
4. motorized devices and their parts which are permanent additions or fixtures to a residential or commercial building;
5. business fixtures, including, but not limited to, air conditioners, refrigerators, heaters;
6. land or buildings;
7. consumable or perishable items;
8. animals or living plants;
9. more than one article in a pair or set. Coverage will be limited to no more than the value of any particular part or parts, unless the articles are unusable individually and cannot be replaced individually, regardless of any special value they may have had as part of a set or collection;
10. items still under installment billing;
11. additional service contract or extended warranty coverage for a computer, computer component or part that You buy which already comes with an original United States of America manufacturer's warranty, unless such coverage is provided and administered by the original manufacturer; and
12. items purchased for resale, professional, or commercial use.

### **CLAIMS PROVISIONS**

If You experience a Loss for which You believe a benefit is payable under this Plan, You must provide both Notice of Claim and Proof of Loss.

We will decide whether to have the product repaired or replaced, or to reimburse You up to the amount of the item purchased on Your Card.

To insure prompt processing of Your claim retain Your American Express charge receipts, Your original purchase receipts, all warranty or service contract documents, as well as the defective property, should be retained by You and furnished to Us as We may require to establish Your Proof of Loss.

### **Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the Loss. You may contact Us by calling toll-free stateside 1-800-225-3750 or, if from overseas, by calling collect 1-303-273-6498. You may also write to Us at Extended Warranty, PO Box 493, Golden CO 80402-0493.

Failure to provide Notice of Claim within thirty (30) days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if it can be shown that it was provided as soon as reasonably possible. At the time You provide Us with Notice of Claim, We will assist You with Your Proof of Loss by providing You with instructions and/or documents, which You may have to complete and return to Us. You are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process Your claim and determine if benefits are payable.

For residents of Missouri, no claim will be denied based upon Your failure to provide notice within such specified time, unless this failure operates to prejudice the right of Us.

### **Proof of Loss**

Proof of Loss requires You to send Us all the information We request, at Your expense, in order that Your claim may be evaluated and that We may make a determination as to whether the claim may be paid. You must provide Us with satisfactory Proof of Loss within thirty (30) days (for residents of North Dakota sixty (60) days) after We have provided You with instructions and/or documentation in response to Your Notice of Claim or Your claim may be denied. Your Proof of Loss documentation may be mailed to Us at the same address provided above for mailing Your Notice of Claim. We reserve the right to request all the information We deem necessary to determine that Your claim is payable, and We will not consider that We have received complete Proof of Loss until the information We have requested is received.

Proof of Loss may require documentation consisting of, but not necessarily limited to, the following:

1. the American Express charge receipt;
2. the original itemized store receipt;
3. a copy of the manufacturer's warranty;
4. service contract; and
5. a repair estimate for the product.

No payment will be made on claims not substantiated in the manner required by Us.

If all required documentation is not received within thirty (30) days (for residents of North Dakota sixty (60) days) of the date of the Covered Incident (except for documentation

which has not been furnished for reasons beyond Your control), coverage may be denied. It is Your responsibility to provide all required documentation We request.

You may be required to mail the product to Us at Your expense for further evaluation of Your claim. If requested, You must mail it within thirty (30) days (for residents of North Dakota sixty (60) days) from the date of request to remain eligible for coverage.

### **Payment of Claim**

A claim for benefits provided by this Plan will be paid upon Our receipt and review of Your complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan.

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

If other insurance is available to You which provides the same or similar coverage as that provided by this Plan, this Plan becomes excess and We will pay only that portion of the Covered Incident benefit which is not reimbursed by other insurance up to Our limits, as provided under the Description of Benefits section.

### **GENERAL PROVISIONS**

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

If the change is to a different state, Your Policy provisions may be adjusted to conform to the requirements of that state.

#### **Clerical Error**

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

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

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

#### **Entire Contract; Representation; Changes**

This Description of Coverage, the Policy and any applications, endorsements or riders make up the entire contract. Any statement You make is a representation and not a warranty. This Description of Coverage may be changed at any time by written agreement between the Master Policyholder and the Company. Only the

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

### **Excess Coverage**

If any Loss under this Policy is insured under any other valid and collectible policy, then this Policy shall cover such Loss, subject to its exclusions, conditions, provisions and other terms herein, only to the extent that the amount of such Loss is in excess of the amount of such other insurance which is payable or paid.

### **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.

### **Legal Actions**

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after three (3) years (for residents of Arkansas five (5) years and residents of Missouri ten (10) years) from the time written Proof of Loss is required to be given.

If a time limit of this Plan is less than allowed by the laws of the state where You live, the limit is extended to meet the minimum time allowed by such law.

### **Right of Recovery**

If We make a payment to You under this Plan and You recover an amount from another, equal to or less than Our payment, You shall hold in

trust for Us the proceeds of the recovery and reimburse Us to the extent of Our payment. If Our payments exceed the maximum amount payable under the benefits of this Plan, We have the right to recover from You any amount exceeding the maximum amount payable.

### **Subrogation**

In the event of any payment under this Policy, We shall be subrogated to the extent of such payment to all Your rights of recovery. You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or otherwise pursue subrogation rights in Your name. You shall do nothing to prejudice such subrogation rights.

We shall be entitled to a recovery as stated in these provisions only after You have been fully compensated for damages by another party.

For residents of Louisiana, the Right of Recovery, Subrogation and Excess Coverage sections are revised to reflect: 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.

### **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 the Policy is cancelled;
4. the date You are no longer a Cardmember;
5. the date Your Account ceases to be Current and in Good Standing; or
6. the date the Plan 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.

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

**IMPORTANT ADDITIONAL INFORMATION FOR YOU**

If the Cardmember is notified that any warranty has ended for any reason (including, but not limited to, bankruptcy of the manufacturer or other responsible party), this Plan will continue to provide coverage, not to exceed the original manufacturer's warranty up to three (3) years from the date the Cardmember is notified of such event. The Cardmember may be asked to provide proof in the form of a public announcement or other official documentation.

For those eligible and enrolled in the Membership Rewards® program, a product is eligible for coverage under this Plan if it was purchased

through redemption of a Membership Rewards redemption certificate. Payment or credit will not exceed the original assigned value of the property received through redemption of a Membership Rewards redemption certificate up to the stated limits, which are indicated in Description of Benefits section. Benefits will not be paid when a Membership Rewards redemption certificate has been transferred to a non-eligible Cardmember or non-Cardmembers.

This Description of Coverage replaces any other Description of Coverage that You may have previously received for Extended Warranty or its predecessor plan, Buyer's Assurance Plan.

**This Description of Coverage is an important document. Please read it and keep it in a safe place.**

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



Troy E. Glover  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

EW-DOC-CCSG2 02/07

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

**ADMINISTRATIVE OFFICE ADDRESS CHANGE ENDORSEMENT**

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

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

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

All other terms of your certificate or policy remain unchanged.



Troy E. Glover



Mark W. Musser

President

Secretary

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

MG-ADCHG-END1 06/09

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

**ADMINISTRATIVE OFFICE ADDRESS CHANGE ENDORSEMENT**

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

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

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

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

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

All other terms of your certificate or policy remain unchanged.



Troy E. Glover  
President



Mark W. Musser  
Secretary

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

MG-ADCHG-END3 04/10

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**Applicable for Residents of the State of Alaska**

The opening paragraph in the **Exclusion** section is removed in its entirety and replaced with the following which is added and made part of the Description of Coverage:

These exclusions do not apply if the dominate cause of a loss is a risk or peril that is not otherwise excluded. Benefits are not payable if the loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by:

The **Legal Actions** section is hereby removed in its entirety and replaced with the following which is added and made part of the Description of Coverage:

**Legal Actions**

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after three (3) years from the time Proof of Loss is required to be given. If there are any claims the three year timeframe does not begin to run until after the claim has been denied.

PP/EW-RDR1-AK 06/07

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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 in the States of Arizona and Indiana**

Extended Warranty is governed by form numbers EW-IND-CCSG1 07/07, EW-IND-CCSG2 07/07, EW-IND-OSBN1 07/07, EW-IND-OSBN2 07/07 and EW-IND-End2 09/08.

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

The definitions of **Master Policyholder** and **Plan** are hereby removed.

The following definitions are added to the Definitions section.

**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.

**Policy** as used throughout means this contract issued to the Cardmember providing the benefits described

The following provision is added to the General Provisions section.

**Assignment**

No assignment will be acknowledged until it has been received by the Company. The Company does not make any acknowledgement of the effectiveness of an assignment or accept any responsibility for the validity or legality of any assignment.

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

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

Indiana Residents Only:

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

**AMEX Assurance Company**  
**800-225-3750**

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

State of Indiana Department of insurance  
Consumer Services Division  
311 West Washington Street, Suite 300  
Indianapolis, IN 46204-2787.  
Consumer Hotline: 1-800-622-4461. In the Indianapolis Area 1-317-232-2395.

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

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### **Applicable for Residents of the State of Kentucky**

In the **Termination or Cancellation** section the following is removed:

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

And replaced with the following:

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

PP/EW-RDR1-KY 05/07

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

The Description of Coverage is subject to laws of the State of New Hampshire. Any contract changes will be submitted for approval in the State of New Hampshire. Contract changes will not be transacted between the Master Policy and the insurer per NH RSA412:5 I.

In the **Conformity with State and Federal Law** section the following is removed:

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

And replaced with the following:

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

The following is added at the end of the **Fraud** section of Your Description of Coverage:

Concealment, misrepresentation, and fraud can only applied to a claim to which it is material and coverage may not be denied to any Cardmember who had no knowledge of or participation in any concealment, misrepresentation or fraud.

Concealment, misrepresentation, and fraud do not void the policy and must be an international act on behalf of You. We will not deny coverage under the Policy if this occurs. If You are without knowledge or participation in a fraudulent act they are not subject to denial of coverage under this section. This section only applies to a claim to which it is material and coverage may not be denied to You if You had no knowledge of or participation in any concealment, misrepresentation or fraud.

In the **Termination or Cancellation** section the following is removed:

2. the date We determine that You or someone on Your behalf intentionally misrepresented or fraud occurred;

And replaced with the following:

2. discovery of fraud or material misrepresentation by the named insured in pursuing a claim under the Policy;

In the **Termination or Cancellation** section the following is removed:

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

And replaced with the following:

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

PP/EW-RDR1-NH 01/08

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### **Applicable for Residents of the State of Oklahoma**

The following is added to your Description of Coverage:

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

PP/EW-RDR1-OK 07/07

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### **Applicable for Residents of the State of Oregon**

In the **Exclusions** section the following is removed:

3. fraud or abuse or illegal activity of any kind by the Cardmember;

The **Proof of Loss** section is hereby removed in its entirety and replaced with the following:

#### **Proof of Loss**

Proof of Loss requires You to send Us all the information We request, at Your expense, in order that Your claim may be evaluated and that We may make a determination as to whether the claim may be paid. You must provide Us with satisfactory Proof of Loss within ninety (90) days after We have provided You with instructions and/or documentation in response to Your Notice of Claim or Your claim may be denied. Your Proof of Loss documentation may be mailed to Us at the same address provided above for mailing Your Notice of Claim. We reserve the right to request all the information We deem necessary to determine that Your claim is payable, and We will not consider that We have received complete Proof of Loss until the information We have requested is received.

Proof of Loss may require documentation consisting of, but not necessarily limited to, the following:

1. the American Express charge receipt;
2. the original itemized store receipt;
3. a copy of the manufacturer's warranty;
4. service contract; and
5. a repair estimate for the product.

No payment will be made on claims not substantiated in the manner required by Us.

If all required documentation is not received within ninety (90) days of the date of the Covered Incident (except for documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is Your responsibility to provide all required documentation We request.

You may be required to mail the product to Us at Your expense for further evaluation of Your claim. If requested, You must mail it within ninety (90) days from the date of request to remain eligible for coverage.

EW-RDR1-OR 05/07

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### **Applicable for Residents of the State of South Dakota**

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

#### **Legal Actions**

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

PP/EW-RDR1-SD 05/07

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

Extended Warranty is governed by form numbers EW-IND-TX 07/07 and EW-IND-End2 09/08.

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

The definitions of **Master Policyholder** and **Plan** are hereby removed.

The following definitions are added to the Definitions section.

**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.

**Policy** as used throughout means this contract issued to the Cardmember providing the benefits described

The following was added to the end of the **Payment of Claim** provision

Within fifteen (15) days after We receive Your Notice of Claim, We will:

1. acknowledge receipt of claim. If We do not acknowledge receipt of the claim in writing, We will keep a record of the date, method and content of the acknowledgement;
2. begin an investigation of the claim; and
3. request a signed, sworn Proof of Loss, specify the information You must provide and supply You with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

We will notify You in writing as to whether:

1. the claims or part of the claim will be paid;
2. the claim or part of the claim has been denied, and inform You of the reasons for denial, more information is necessary; or We need additional time to reach a decision. If We need additional time, We will inform You of the reasons for such need.

We will pay for covered loss or damage within five (5) business days after:

1. We have notified You that payment of the claim or part of the claim will be made and have reached agreement with You on the amount of loss; or
2. an appraisal award has been made. However, if payment of the claim or part of the claim is condition on Your compliance with any of the terms of this Coverage part, We will make payment within five (5) business days after the date You have complied with such items

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

#### **Assignment**

No assignment will be acknowledged until it has been received by the Company. The Company does not make any acknowledgement of the effectiveness of an assignment or accept any responsibility for the validity or legality of any assignment.

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

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

In the **Termination or Cancellation** section the following is removed:

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

And replaced with the following:

We may cancel this policy only for the reasons stated in this condition by notifying you in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed by certified mail to you at your mailing address shown in the Declarations except that in the case of cancellation for non-payment of premium, the cancellation notice will be by certified mail or certificate of mailing. Proof of mailing will be sufficient proof of notice.

- 1) When you have not paid the premium, or there is a substantial increase in hazard, we may cancel at any time by notifying you at least 15 days before the date cancellation takes effect.
- 2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by notifying you at least 45 days before the date cancellation takes effect.
- 3) When this policy has been in effect for 60 days or more or at any time if it is a renewal with us, we may cancel for one or more of the following reasons:
  - a. Non-payment of premium of substantial increase in hazard provided that in the case of substantial increase in hazard, we have secured approval for the cancellation from the commissioner of insurance. This can be done by notifying you 15 days before the date cancellation takes effect; or
  - b. Fraud or material misrepresentation affecting the policy or in the presentation of a claim, or violation of any provisions of the policy. This can be done by letting you know 45 days before the date cancellation takes effect.
- 4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 45 days before the date cancellation takes effect.

#### Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you, or mailing by certified mail to you at your mailing address shown in the Declarations, written notice at least 45 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

This condition does not apply:

- a. If we have manifested our willingness to renew; or
- b. In the case of non-payment of premium; or
- c. If you fail to pay any advance premium required by us for renewal; or
- d. If any insured property designated in the policy is insured under any other insurance policy.

#### Renewal Of The Policy

- a. If we elect to renew this policy and have the necessary information to issue the renewal policy, we will confirm in writing at least 45 days prior to the expiration our intention to renew the policy and confirm the premium at which the policy is to be renewed.
- b. If we do not comply with the conditions set forth in the above paragraph, you will be granted renewal coverage at the rate or premium in effect on the expiration date, which has been approved by the Commissioner. This will be done on a pro rata basis and will continue for 45 days if the company confirms renewal coverage and premium. This provision will not apply if you accept the renewal policy.

All other provisions of this policy apply.

PP/EW-RDR1-VT 10/12

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#### Applicable for Residents of the State of Virginia

In the event you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact the insurance company issuing this insurance at the following address and telephone number:

AMEX Assurance Company  
Complaints Department

PO Box 53701  
MC: 08-01-20  
Phoenix, AZ 85072-9872

You may call the toll-free number at (800) 645-9700.

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

State Corporation Commission  
Bureau of Insurance  
PO Box 1157  
Richmond, VA 23218  
(877) 310-6560 or TDD (804) 371-9206

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

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

**KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

PROBLEMS WITH YOUR INSURANCE? – If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

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

**You may call the toll-free number at (800) 645-9700.**

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

Office of the Commissioner of Insurance  
Complaints Department  
PO Box 7873  
Madison, WI 53707-7873  
(800) 236-8517  
(608) 266-0103

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

<b>IMPORTANT NOTICE FOR TEXAS RESIDENTS</b>	<b>AVISO IMPORTANTE PARA LOS RESIDENTES DE TEXAS</b>
<p>TO OBTAIN INFORMATION OR MAKE A COMPLAINT:</p>	<p>PARA OBTENER INFORMACION O PARA SOMETER UNA QUEJA:</p>
<p>You may call AMEX Assurance's toll-free telephone number for information or to make a complaint at:</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>1-800-225-3750</b></p>	<p><b>1-800-225-3750</b></p>
<p>You may also write to AMEX Assurance Company at:</p>	<p>Usted tambien puede escribir a AMEX Assurance Company:</p>
<p>AMEX Assurance Company MC: 080120, 20022 N. 31<sup>st</sup> Ave. Phoenix, AZ 85027</p>	<p>AMEX Assurance Company MC: 080120, 20022 N. 31<sup>st</sup> Ave. 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>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><b>1-800-252-3439</b></p>
<p>You may write the Texas Department of Insurance at:</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>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>DISPUTAS SOBRE PRIMAS O RECLAMOS:</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)</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>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>

**For Puerto Rico Residents only.**

## **AMERICAN EXPRESS CARD EXTENDED WARRANTY PROGRAM**

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

### **DESCRIPTION OF COVERAGE**

Extended Warranty will extend the terms of the original manufacturer's warranty for a period of time equal to the duration of the original manufacturer's warranty, up to three (3) additional years on warranties of five (5) years or less that are eligible in the United States of America and Puerto Rico (see Description of Benefits Section) The coverage provided under this benefit is EXCESS of other sources of indemnity.

#### **DEFINITIONS**

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

**Account** means Your American Express Card Account.

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

**Cardmember** means a person who has been issued a United States of America based proprietary American Express Card, which is Current and in Good Standing, and who has a Permanent Residence in Puerto Rico.

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

**Current and in Good Standing** means a Cardmember Account for which the monthly minimum requirement has been paid prior to the date on which the claim is payable.

**Loss** means the product malfunction which necessitates the repair or replacement of any one product, as covered by the terms of that product's original warranty which is valid in the United States

of America or Puerto Rico when the expense of the purchase, whether for Your use or as a gift, has been charged to Your Account.

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

**Permanent Residence** means the one primary dwelling place where the Cardmember resides and to which he/she intends to return.

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

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

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

**You, Your** means the Cardmember.

#### **DESCRIPTION OF BENEFITS**

Where a Loss has occurred during this Plan's extended warranty time period of up to three (3) additional years, We will provide a benefit equal to the coverage of the original manufacturer's warranty on warranties of up to five (5) years. We will pay up to the actual amount charged to Your Account for the product for which a Loss is claimed, but not to exceed \$10,000. If the product also is covered by a purchased service contract, this Plan's extended warranty time period begins at the end of the service contract and extends the original manufacturer's warranty for a period of time equal to that warranty, up to three (3) additional year. If the combined coverage of the original manufacturer's warranty and the purchased service contract exceed five (5) years, the product purchased is not eligible under this Plan and no coverage applies.

Extended Warranty does not reimburse for shipping and handling expenses or installation, assembly,



professional advice, maintenance or other service charges.

If You experience more than one Loss in a calendar year, We will pay an amount not to exceed \$50,000 for all Losses in a calendar year. Our benefit payment will not include any product rebates, discounts or money received from the lowest price comparison programs that reduced the original cost of the property.

Our payment of any eligible benefit amount is further contingent upon Your Account being Current and in Good Standing.

Only a Cardmember has a legal and equitable right to any insurance benefit that may be available under this Plan.

### **EXCLUSIONS**

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

1. any physical damage, including, but not limited to, damage as a direct result of natural disaster or a power surge, except to the extent the original manufacturer's warranty covers such damage;
2. mechanical failure covered under product recall; or
3. fraud or abuse or illegal activity of any kind by the Cardmember.

### **PURCHASES NOT COVERED**

The following are not covered:

1. products covered by an unconditional satisfaction guarantee;
2. motorized vehicles (including, but not limited to, passenger cars, trucks, motorcycles, boats, airplanes) and their parts, subject to high risk, combustible, wear and tear or mileage stipulations (including, but not limited to, batteries, carburetors, pipes, hoses, pistons, brakes, tires, or mufflers);
3. motorized devices and their parts used for agriculture, landscaping, demolition or construction;
4. motorized devices and their parts which are permanent additions or fixtures to a residential or commercial building;
5. business fixtures, including, but not limited to, air conditioners, refrigerators, heaters;
6. land or buildings;
7. consumable or perishable items;
8. animals or living plants;

9. more than one article in a pair or set. Coverage will be limited to no more than the value of any particular' part or parts, unless the articles are unusable individually and cannot be replaced individually, regardless of any special value they may have had as part of a set or collection;
10. items still under installment billing; and
11. additional service contract or extended warranty coverage for a computer, computer component or part that You buy which already comes with an original United States of America or Puerto Rico manufacturer's warranty, unless such coverage is provided and administered by the original manufacturer; and
12. items purchased for resale, professional, or commercial use.

### **CLAIMS PROVISIONS**

If You experience a Loss for which You believe a benefit is payable under this Plan, You must provide both Notice of Claim and Proof of Loss.

We will decide whether to have the product repaired or replaced, or to reimburse You up to the amount of the item purchased on Your Card.

To insure prompt processing of Your claim retain Your American Express charge receipts, Your original purchase receipts, all warranty or service contract documents, as well as the defective property. These items should be retained by You and furnished to Us as We may require to establish Your Proof of Loss.

#### **Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the Loss. You may contact Us by calling toll free stateside 1-800-225-3750 or, if from overseas, by calling collect 1-303-273-6498. You may also write to Us at Extended Warranty, PO Box 493, Golden, CO 80402.

Failure to provide Notice of Claim within thirty (30) days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if it can be shown that it was provided as soon as reasonably possible. At the time You provide Us with Notice of Claim, We will assist You with Your Proof of Loss by providing You with instructions and/or documents, which You may have to complete and return to Us. You are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process Your claim and determine if benefits are payable.

#### **Proof of Loss**

Proof of Loss requires You to send Us all the information We request, at Your expense, in order that Your claim may be evaluated and that We may make a determination as to whether the claim may be paid. You must provide Us with satisfactory Proof of Loss within one year from the date of your Notice of Claim. Your Proof of Loss documentation may be mailed to Us at the same address provided above for mailing Your Notice of Claim. We reserve the right to request all the information We deem necessary to determine that Your claim is payable, and We will not consider that We have received complete Proof of Loss until the information We have requested is received.

Proof of Loss may require documentation consisting of, but not necessarily limited to, the following:

1. the American Express charge receipt;
2. the original itemized store receipt;
3. a copy of the manufacturer's warranty;
4. service contract; and
5. a repair estimate for the product.

No payment will be made on claims not substantiated in the manner required by Us.

If all required documentation is not received within one year from the date of your Notice of Claim (except for documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is Your responsibility to provide all required documentation We request.

You may be required to mail the product to Us at Your expense for further evaluation of Your claim. If requested, You must mail it within one year from the date of request to remain eligible for coverage.

### **Payment of Claim**

A claim for benefits provided by this Plan will be paid upon Our receipt and review of Your complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan.

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

If other insurance is available to You which provides the same or similar coverage as that provided by this Plan, this Plan becomes excess and We will pay only that portion of the Covered Incident benefit which is not reimbursed by other insurance up to Our limits,

as provided under the Description of Benefits section.

### **GENERAL PROVISIONS**

#### **Clerical Error**

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

#### **Conformity with Puerto Rico and Federal Law**

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

#### **Entire Contract; Representation; Changes**

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

#### **Excess Coverage**

If any Loss under this Policy is insured under any other valid and collectible policy, then this Policy shall cover such Loss, subject to its exclusions, conditions, provisions and other terms herein, only to the extent that the amount of such Loss is in excess of the amount of such other insurance which is payable or paid.

#### **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.

### **Legal Actions**

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

If a time limit of this Plan is less than allowed by the laws of Puerto Rico, the limit is extended to meet the minimum time allowed by such law.

### **Right of Recovery**

If We make a payment to You under this Plan and You recover an amount from another, equal to or less than Our payment, You shall hold in trust for Us the proceeds of the recovery and reimburse Us to the extent of Our payment. If Our payments exceed the maximum amount payable under the benefits of this Plan, We have the right to recover from You any amount exceeding the maximum amount payable.

### **Subrogation**

In the event of any payment under this Policy, We shall be subrogated to the extent of such payment to all Your rights of recovery. You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or otherwise pursue subrogation rights in Your name. You shall do nothing to prejudice such subrogation rights.

We shall be entitled to a recovery as stated in these provisions only after You have been fully compensated for damages by another party.

### **Termination or Cancellation**

Coverage will cease on the earliest of the following:

1. the date You no longer maintain 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 your American Express Card.
2. the date We determine that You or someone on Your behalf intentionally misrepresented or fraud occurred;
3. the date the Policy is cancelled;
4. the date You are no longer a Cardmember;
5. the date Your Account ceases to be Current and in Good Standing; or
6. the date the Plan 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.

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

### **Master Policyholder Cancellation**

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

### **IMPORTANT ADDITIONAL INFORMATION FOR YOU**

If the Cardmember is notified that any warranty has ended for any reason (including, but not limited to, bankruptcy of the manufacturer or other responsible party), this Plan will continue to provide coverage, not to exceed the original manufacturer's warranty up to three (3) years from the date the Cardmember is notified of such event. The Cardmember may be asked to provide proof in the form of a public announcement or other official documentation.

For those eligible and enrolled in the Membership Rewards program, a product is eligible for coverage under this Plan if it was purchased through redemption of a Membership Rewards redemption certificate. Payment or credit will not exceed the original assigned value of the property received through redemption of a Membership Rewards

redemption certificate up to the stated limits, which are indicated in Description of Benefits section. Benefits will not be paid when a Membership Rewards redemption certificate has been transferred to non-eligible Cardmember or non-Cardmembers.

This Description of Coverage replaces any other Description of Coverage that You may have previously received for Extended Warranty or its predecessor plan, Buyer's Assurance Plan.

**This Description of Coverage is an important document. Please read it and keep it in a safe place.**

The Cardmember can request a copy of the Master Policy by calling 1-800-225-3750.

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

EW-DOC-CCSG2-PR

## For The U.S. Virgin Islands Residents Only.

### AMERICAN EXPRESS CARD EXTENDED WARRANTY PROGRAM

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

#### DESCRIPTION OF COVERAGE

Extended Warranty will extend the terms of the original manufacturer's warranty for a period of time equal to the duration of the original manufacturer's warranty, up to three (3) additional years on warranties of five (5) years or less that are eligible in the United States of America and The United States Virgin Islands (see Description of Benefits Section) The coverage provided under this benefit is EXCESS of other sources of indemnity.

#### DEFINITIONS

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

**Account** means Your American Express Card Account.

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

**Cardmember** means a person who has been issued a United States of America based proprietary American Express Card, which is Current and in Good Standing, and who has a Permanent Residence in The United States Virgin Islands.

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

**Current and in Good Standing** means a Cardmember Account for which the monthly minimum requirement has been paid prior to the date on which the claim is payable.

**Loss** means the product malfunction which necessitates the repair or replacement of any one product, as covered by the terms of that product's original warranty which is valid in the United States

of America or The United States Virgin Islands when the expense of the purchase, whether for Your use or as a gift, has been charged to Your Account.

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

**Permanent Residence** means the one primary dwelling place where the Cardmember resides and to which he/she intends to return.

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

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

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

**You, Your** means the Cardmember.

#### DESCRIPTION OF BENEFITS

Where a Loss has occurred during this Plan's extended warranty time period of up to three (3) additional years, We will provide a benefit equal to the coverage of the original manufacturer's warranty on warranties of up to five (5) years. We will pay up to the actual amount charged to Your Account for the product for which a Loss is claimed, but not to exceed \$10,000. If the product also is covered by a purchased service contract, this Plan's extended warranty time period begins at the end of the service contract and extends the original manufacturer's warranty for a period of time equal to that warranty, up to three (3) additional year. If the combined coverage of the original manufacturer's warranty and the purchased service contract exceed five (5) years, the product purchased is not eligible under this Plan and no coverage applies.

Extended Warranty does not reimburse for shipping and handling expenses or installation, assembly, professional advice, maintenance or other service charges.

If You experience more than one Loss in a calendar year, We will pay an amount not to exceed \$50,000 for all Losses in a calendar year. Our benefit payment will not include any product rebates, discounts or money received from the lowest price comparison programs that reduced the original cost of the property.

Our payment of any eligible benefit amount is further contingent upon Your Account being Current and in Good Standing.

Only a Cardmember has a legal and equitable right to any insurance benefit that may be available under this Plan.

### **EXCLUSIONS**

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

1. any physical damage, including, but not limited to, damage as a direct result of natural disaster or a power surge, except to the extent the original manufacturer's warranty covers such damage;
2. mechanical failure covered under product recall; or
3. fraud or abuse or illegal activity of any kind by the Cardmember.

### **PURCHASES NOT COVERED**

The following are not covered:

1. products covered by an unconditional satisfaction guarantee;
2. motorized vehicles (including, but not limited to, passenger cars, trucks, motorcycles, boats, airplanes) and their parts, subject to high risk, combustible, wear and tear or mileage stipulations (including, but not limited to, batteries, carburetors, pipes, hoses, pistons, brakes, tires, or mufflers);
3. motorized devices and their parts used for agriculture, landscaping, demolition or construction;
4. motorized devices and their parts which are permanent additions or fixtures to a residential or commercial building;
5. business fixtures, including, but not limited to, air conditioners, refrigerators, heaters;
6. land or buildings;
7. consumable or perishable items;
8. animals or living plants;
9. more than one article in a pair or set. Coverage will be limited to no more than the value of any

particular' part or parts, unless the articles are unusable individually and cannot be replaced individually, regardless of any special value they may have had as part of a set or collection;

10. items still under installment billing; and
11. additional service contract or extended warranty coverage for a computer, computer component or part that You buy which already comes with an original United States of America or The United States Virgin Islands manufacturer's warranty, unless such coverage is provided and administered by the original manufacturer; and
12. items purchased for resale, professional, or commercial use.

### **CLAIMS PROVISIONS**

If You experience a Loss for which You believe a benefit is payable under this Plan, You must provide both Notice of Claim and Proof of Loss.

We will decide whether to have the product repaired or replaced, or to reimburse You up to the amount of the item purchased on Your Card.

To insure prompt processing of Your claim retain Your American Express charge receipts, Your original purchase receipts, all warranty or service contract documents, as well as the defective property. These items should be retained by You and furnished to Us as We may require to establish Your Proof of Loss.

### **Notice of Claim**

Notice of Claim should be provided to Us within thirty 30 days of the Loss. You may contact Us by calling toll free stateside 1-800-225-3750 or, if from overseas, by calling collect 1-303-273-6498. You may also write to Us at Extended Warranty, PO Box 493, Golden CO 80402-0493.

Failure to provide Notice of Claim within thirty 30 days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if it can be shown that it was provided as soon as reasonably possible. At the time You provide Us with Notice of Claim, We will assist You with Your Proof of Loss by providing You with instructions and/or documents, which You may have to complete and return to Us. You are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process Your claim and determine if benefits are payable.

### **Proof of Loss**

Proof of Loss requires You to send Us all the information We request, at Your expense, in order that

Your claim may be evaluated and that We may make a determination as to whether the claim may be paid. You must provide Us with satisfactory Proof of Loss within one year from the date of your Notice of Claim. Your Proof of Loss documentation may be mailed to Us at the same address provided above for mailing Your Notice of Claim. We reserve the right to request all the information We deem necessary to determine that Your claim is payable, and We will not consider that We have received complete Proof of Loss until the information We have requested is received.

Proof of Loss may require documentation consisting of, but not necessarily limited to, the following:

1. the American Express charge receipt;
2. the original itemized store receipt;
3. a copy of the manufacturer's warranty;
4. service contract; and
5. a repair estimate for the product.

No payment will be made on claims not substantiated in the manner required by Us.

If all required documentation is not received within one year from the date of your Notice of Claim (except for documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is Your responsibility to provide all required documentation We request.

You may be required to mail the product to Us at Your expense for further evaluation of Your claim. If requested, You must mail it within one year from the date of request to remain eligible for coverage.

#### **Payment of Claim**

A claim for benefits provided by this Plan will be paid upon Our receipt and review of Your complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan.

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

If other insurance is available to You which provides the same or similar coverage as that provided by this Plan, this Plan becomes excess and We will pay only that portion of the Covered Incident benefit which is not reimbursed by other insurance up to Our limits, as provided under the Description of Benefits section.

## **GENERAL PROVISIONS**

### **Clerical Error**

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

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

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

### **Entire Contract; Representation; Changes**

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

### **Excess Coverage**

If any Loss under this Policy is insured under any other valid and collectible policy, then this Policy shall cover such Loss, subject to its exclusions, conditions, provisions and other terms herein, only to the extent that the amount of such Loss is in excess of the amount of such other insurance which is payable or paid.

### **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.

### **Legal Actions**

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

If a time limit of this Plan is less than allowed by the laws of The United States Virgin Islands, the limit is extended to meet the minimum time allowed by such law.

### **Right of Recovery**

If We make a payment to You under this Plan and You recover an amount from another, equal to or less than Our payment, You shall hold in trust for Us the proceeds of the recovery and reimburse Us to the extent of Our payment. If Our payments exceed the maximum amount payable under the benefits of this Plan, We have the right to recover from You any amount exceeding the maximum amount payable.

### **Subrogation**

In the event of any payment under this Policy, We shall be subrogated to the extent of such payment to all Your rights of recovery. You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or otherwise pursue subrogation rights in Your name. You shall do nothing to prejudice such subrogation rights.

We shall be entitled to a recovery as stated in these provisions only after You have been fully compensated for damages by another party.

### **Termination or Cancellation**

Coverage will cease on the earliest of the following:

1. the date You no longer maintain 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 your American Express Card.
2. the date We determine that You or someone on Your behalf intentionally misrepresented or fraud occurred;
3. the date the Policy is cancelled;

4. the date You are no longer a Cardmember;
5. the date Your Account ceases to be Current and in Good Standing; or
6. the date the Plan 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.

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

### **Master Policyholder Cancellation**

The Master Policyholder may cancel the Master Policy by giving the Company written notice of what future date the Master Policy shall be cancelled. The Master Policyholder must notify Cardmembers of the date their coverage is cancelled or replaced. The Master Policyholder must provide to the Company sixty (60) days written notice and to the Cardmember thirty (30) days written notice actually delivered or mailed by certified mail, prior to the date cancellation is effective, indicating in such notice the reason for cancellation.

### **IMPORTANT ADDITIONAL INFORMATION FOR YOU**

If the Cardmember is notified that any warranty has ended for any reason (including, but not limited to, bankruptcy of the manufacturer or other responsible party), this Plan will continue to provide coverage, not to exceed the original manufacturer's warranty up to one (1) year from the date the Cardmember is notified of such event. The Cardmember may be asked to provide proof in the form of a public announcement or other official documentation.

For those eligible and enrolled in the Membership Rewards program, a product is eligible for coverage under this Plan if it was purchased through redemption of a Membership Rewards redemption



certificate. Payment or credit will not exceed the original assigned value of the property received through redemption of a Membership Rewards redemption certificate up to the stated limits, which are indicated in Description of Benefits section. Benefits will not be paid when a Membership Rewards redemption certificate has been transferred to non-eligible Cardmember or non-Cardmembers.

This Description of Coverage replaces any other Description of Coverage that You may have



Troy E. Glover  
President  
AMEX Assurance Company

previously received for Extended Warranty or its predecessor plan, Buyer's Assurance Plan.

**This Description of Coverage is an important document. Please read it and keep it in a safe place.**

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

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



Mark W. Musser  
Secretary  
AMEX Assurance Company

EW-DOC-CCSG2-VI

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

**AMEX ASSURANCE COMPANY**

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

**NOTICE OF CLAIM ADDRESS CHANGE ENDORSEMENT**

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

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

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

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

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

USVI ADCHG END 12.12