

# Table of Contents

General Provisions	Section I
General Definitions	Section II
Termination and Cancellation of Insurance	Section III
Pre-Existing Conditions Exclusion	Section IV
General Exclusions	Section V
Benefits Available	Section VI

## SECTION I GENERAL PROVISIONS

### **Changes**

If You would like to make a change to the benefits provided, please contact 1-800-332-4899. The Coverage Effective Date for the revised coverage will be the next business day following Our acceptance of the change and receipt of any additional required premium. Changes to the Designated Trip Payment Plan will not be honored unless placed prior to the Covered Trip Departure Date and approved by Us. For the Designated and Per-Trip Trip Payment Plan, the premium is non-refundable after the Covered Trip Departure Date.

If enrolled in the Annual Payment Plan, a service fee will be assessed and Your premium refund calculated pro rata when You elect to terminate coverage.

### **Change in Permanent Residence**

You must notify Us within 30 days of a change in Your Permanent Residence. If the change is to a different state, Your Policy provisions and rates may be adjusted to conform to the requirements of that state. Notification of any such Policy adjustment will be included in a new Certificate of Insurance issued to You.

### **Excess Coverage**

With the exception of Airflight Insurance, all other benefits under the Policy are excess over certain sources of insurance or indemnity available to a Covered Person.

### **Extension of Coverage**

(Applicable to the Designated Trip Payment Plan only.) If the duration of a Covered Person's Covered Trip is prolonged and not completed during the Period of Coverage because of a delay in the means of transportation, or due to a travel related situation beyond the control of any Covered Person and provided the Covered Trip is completed without undue delay, this insurance is extended automatically beyond the Covered Trip Conclusion Date without additional premium for a period of 72 hours. If the Covered Person becomes hospitalized, coverage for that Covered Person and one Traveling Companion will be extended automatically for the period of Hospital confinement and an additional 5 days after release.

### **Fraud and Material Misrepresentation**

Coverage provided under the Policy shall be void if, whether before or after a loss, the Covered Person has concealed, omitted or misrepresented any material fact or circumstance concerning the application for this insurance, the subject of this insurance, or the interest of the Covered Person therein, and/or in case of any fraud or false swearing by the Covered Person relating thereto.

If any claim made under the Policy is determined to be false or fraudulent, or if any false or fraudulent means or devices are used by You, any other Covered Person or by anyone acting on behalf of a Covered Person, all benefits otherwise payable will be voided. Any claim intentionally submitted for an amount in excess of the true value of lost or damaged property or actual expenses incurred shall be deemed false or fraudulent within the meaning of this provision.

### **Legal Actions**

No legal action may be brought to recover against the Policy within 60 days after initial written proof of loss has been given. No such action may be brought after three years from the time written proof of loss is required to be given.

If a time limit of the Policy is less than allowed by the laws of the state where the Covered Person lives, the limit is extended to meet the minimum time allowed by such law.

### **Liberalization Clause**

If We make a change which broadens coverage under this edition of the Policy without additional premium charge, that change will automatically apply to the Covered Person's coverage as of the date We implement the change in Your state, provided that this implementation date falls within 60 days prior to or during the Period of Coverage described in the Schedule of Benefits.

This clause does not apply to changes implemented through introduction of a subsequent edition of the Policy.

### **Maximum Accidental Death and Dismemberment Benefit Payment per Occurrence**

If the Covered Person is enrolled in the Global Travel Shield Policy issued to the AMEX Assurance Travel Group Trust, other AMEX Assurance Company underwritten policies that provide a benefit for accidental death or dismemberment, or receives the accidental death or dismemberment benefit under an AMEX Assurance Company underwritten policy that is offered as a benefit of Cardmembership, the maximum sum payable under all applicable policies for accidental death or dismemberment is \$3,500,000. This maximum limit applies whether or not the Covered Person is required to enroll under the Policy or is eligible as a benefit of Cardmembership. This does not preclude the Covered Person from receiving all benefits other than accidental death or dismemberment benefits up to the maximum limit disclosed within the pertinent Certificate of Insurance.

### **Multiple Certificates of Insurance or Enrolled Accounts for each Covered Trip**

This Certificate of Insurance supersedes any Certificate of Insurance previously issued to You under the Policy. You may qualify under only one Certificate of Insurance for each Covered Trip. If any Covered Person is insured under more than one Certificate of Insurance, We will consider that person to be insured under the Certificate of Insurance that provides the greatest amount of coverage as shown on the Schedule of Benefits. Upon discovery of the duplication, We will refund any duplicated premium payments that may have been made on behalf of that person. The records maintained by the Policyholder shall determine the insurance provided under the Policy for any Covered Person.

With respect to Per-Trip and Annual Payment Plan Enrollees, duplicate or multiple enrolled Accounts shall not obligate Us to pay more than one benefit limit per Occurrence covered under each applicable enrolled benefit selected. The maximum amount We will pay for any one benefit is that which provides the greatest amount of coverage, as shown on the Schedule of Benefits.

### **Misstatement of Age**

If the age of the Covered Person has been inadvertently misstated during enrollment or on the enrollment form for insurance under the Policy, the benefits payable will be those which the premiums paid would have purchased based upon the correct age. Otherwise, there will be an equitable adjustment of premiums.

### **Premium**

Premiums will be determined for each Covered Person listed on the Schedule of Benefits. We will provide insurance coverage in return for premium payment. Premiums are payable by You in a manner acceptable to Us.

### **Premium Changes**

This provision applies only to those enrolled in the Per-Trip or Annual Payment Plans as shown in the Schedule of Benefits. We have the right to change the premium rates on any premium due date. We will provide written notice to You at least 31 days before the date of change. The premium rates may also be changed at any time that the terms of the Policy are changed.

### **Grace Period**

This provision applies only to those enrolled in the Per-Trip or Annual Payment Plans as shown in the Schedule of Benefits. All benefits listed under the Policy have a 31-day grace period for the payment of each premium due after the first premium. The grace period begins on the premium due date. Premium will accrue during the grace period, and You are liable for such accrued premium.

When a claim is paid for a loss incurred during the grace period, any premium due and unpaid may be deducted from the claim payment.

There is no grace period if We advise You of non-renewal or cancellation.

### **Reinstatement of Insurance**

This provision applies only to those enrolled in the Per-Trip or Annual Payment Plans as shown in the Schedule of Benefits.

If We terminate insurance for nonpayment of premium, You may reinstate coverage within 90 days following the last unpaid premium due date. You must pay all overdue premiums. The reinstated plan will not cover a loss that occurred during the lapse period. We may issue You a new Certificate of Insurance upon reinstating coverage.

### **Physical Examination and Autopsy**

We may require that the Covered Person be examined by a Physician of Our choice. This may be done as often as reasonably necessary while a claim is pending or while We are paying benefits. We may require an autopsy where lawful. We will pay the cost of both the exam and autopsy.

### **Transfer of Rights and Duties Under The Policy**

The Covered Person's rights and duties under the Policy may not be transferred or assigned without Our written consent except in the case of death of a Covered Person. If a Covered Person dies, these duties and rights will be transferred to a legal representative acting within the scope of duties of a designated or appointed legal representative.

## **SECTION II GENERAL DEFINITIONS**

Certain words used in this Certificate of Insurance have special meanings as explained below, and they are capitalized throughout the certificate.

**Accident** means a sudden event resulting from an act of another not provoked or instigated by the Covered Person, or an act of the Covered Person the result of which reflects a material departure from the Covered Person's expectations and which event is neither caused by disease, illness or infirmity, nor by the voluntary ingestion, injection or inhalation of any substance.

**Accidental Death** means the termination of a Covered Person's life as a direct result of an Accident.

**Accidental Injury** means bodily injury to a Covered Person as a direct result of an Accident.

**Account(s)** throughout the Policy means the credit, charge or debit card account(s) issued to the Enrollee in his/her name to which premiums will be billed on a Designated Trip, Per-Trip or Annual Payment Plan basis. The Account(s) must be listed on the enrollment form to be considered an eligible enrolled Account to which premium can be billed.

**Annual Payment Plan** means a selected option of premium payment whereby You enroll a credit, charge or debit Account to which premiums are charged on an annual basis. Each Covered Trip taken will be covered for the same benefits as selected by You during enrollment.

**Common Carrier Conveyance** means any land, water or air conveyance (other than a rental) operated by a common carrier licensed to carry passengers for hire on a regularly scheduled basis and available to the public.

**Complications of Pregnancy** means:

1. Conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and
2. Non-elective Cesarean section, ectopic pregnancy which is terminated, spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible, hyperemesis gravidarum and pre-eclampsia.

**Covered Person** means You or Your Traveling Companions who You have listed on Your accepted enrollment form, who have met the enrollment and eligibility requirements of the Policy and for whom all due premiums have been paid.

**Covered Trip** means a Covered Trip as defined in Section VI.

**Covered Trip Conclusion Date** means the date on which the Covered Person is originally scheduled to return to the point where the Covered Trip started or to the Covered Person's final destination. This may be specified on the Covered Person's ticket, Schedule of Benefits, enrollment form and/or other verification.

**Covered Trip Departure Date** means the date on which the Covered Person is originally scheduled to leave on the Covered Trip. This may be specified on the Covered Person's ticket, Schedule of Benefits, enrollment form and/or other verification.

**Dependent(s)** means:

1. The Covered Person's Spouse or Domestic Partner;
2. The Covered Person's unmarried, dependent children under age 19 who rely on the Covered Person for more than 50% support and maintenance and who the Covered Person can claim as an exemption on their federal income tax return;
3. The Covered Person's unmarried dependent children 19 years or older:
  - a. Who are registered students in regular full-time attendance at an accredited secondary school, college or university and under age 24; or
  - b. Who, because of a handicap condition or disability that occurred before the attainment of the limiting age, are incapable of self-sustaining employment and are dependent upon a parent or other care provider for lifetime care and supervision. Coverage will be extended for as long as such child is incapacitated, unmarried and dependent.

Dependent children, unless otherwise specified, include:

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

**Designated Trip Payment Plan** means a selected option of premium payment whereby You enroll for coverage and pay a premium for benefits selected under the Policy for each Covered Person and Covered Trip. Re-enrollment is required for each Covered Trip.

**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.

**Enrollee** means the person who authorizes completion of the enrollment form, who pays the required premium and, if applicable, enrolls eligible Traveling Companions.

**Family Member** means the Covered Person's Dependent, son or daughter (including adopted and those who are in the process of becoming adopted, foster, step or in-law), Domestic Partner's son or daughter (including adopted and those who are in the process of becoming adopted, foster, step or in-law), brother or sister (including step or in-law), parent (including step or in-law), grandparent (including step or in-law), grandchild (including adopted and those who are in the process of becoming adopted, foster or step), aunt, uncle, niece, nephew, guardian, or ward.

**Hospital** means an institution that meets all of the following requirements:

1. It is properly accredited and where required by law, holds a license as a Hospital;
2. It operates mainly for the care and treatment of sick or injured persons as inpatients;
3. It provides twenty-four hours a day nursing care by registered nurses;
4. It has staff of one or more Physicians available at all times; and
5. It provides organized facilities for diagnosis and surgical procedures;

The term Hospital does not include any of the following:

1. A facility used primarily for the care of the aged;
2. A mental institution or sanitarium;
3. A facility used primarily as a clinic, nursing home, hospice or similar place of business;
4. A long term nursing unit or geriatric ward;
5. A rehabilitative facility or extended care facility for convalescent patients; or
6. A facility primarily used for treating alcoholics, drug addicts or other forms of addiction.

With respect to outpatient surgery, or diagnostic testing, an ambulatory surgical center or a clinic will be considered as a Hospital. Such facility must be properly accredited and, where required by law, hold a license allowing the facility to operate as such.

**Medically Necessary** means medical treatment that is vital and required for the treatment of an Accidental Injury or Sickness. Medically Necessary does not mean experimental procedures, or any surgical or medical treatment that reasonably can be delayed until the Covered Person returns to a Permanent or Temporary Residence. The extent of such care and treatment is that which is generally accepted, proven and established practice and recommended by most Physicians or Dentists with similar experience and training in the locality where the medical expense is incurred.

**Occurrence** means a single instance or a continuous or repeated exposure to conditions during the Period of Coverage which result in eligibility for payment of a Policy benefit. The loss shall be deemed one Occurrence if it is attributable directly or indirectly to one cause or to one series of similar causes.

**Participating Organization** means an organization engaged in travel or travel related operations that completes a Participating Organization Application.

**Per-Trip Payment Plan** means a selected option of premium payment whereby You enroll a credit, charge or debit Account to which premiums are charged each time a Covered Trip is taken. Each Covered Trip taken will be covered for the same benefits as selected by You during enrollment.

**Period of Coverage** means that period of time during which a Covered Person is covered under the Policy. This period begins on the Coverage Effective Date, which is variable by coverage, and ends at 12:01 a.m. on the date immediately following the Covered Trip Conclusion Date.

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

**Physician or Dentist** means a licensed practitioner of the healing arts, acting within the scope of his or her license for the service or treatment given. The treating Physician or Dentist may not be a Covered Person or anyone related to the Covered Person by blood, marriage or civil union.

**Policy** as used throughout means the contract issued to the Policyholder providing the benefits described herein.

**Policyholder** means AMEX Assurance Travel Group Trust.

**Reasonable and Customary** means the usual fee charged by a Physician or Dentist of the same type of training and experience when furnishing treatment for a similar condition, or by a provider of medical transportation services, or by a mortician, within a certain geographic area. The locality where the charge is made also will be considered. Locality means a county or such greater area as is needed to represent a cross section of providers giving the type of service or supplies for which the charge was made. If the fees charged are higher than the average amounts, the individual receiving the service is responsible for paying the difference.

**Scheduled Airline** means a commercial airline that publishes schedules and fares for regular passenger service between cities and which is:

1. Of United States registry and certified for civil scheduled air transport by the United States government to carry passengers on a regularly scheduled basis ; or
2. Of foreign registry and approved by the United States government or the appropriate foreign authority where the aircraft is registered; or
3. A Scheduled Charter, defined as an airline charter service that meets all of the following qualifications:
  - a. It is operated by a Scheduled Airline;
  - b. It is licensed to carry passengers for hire;
  - c. It is available to the public; and
  - d. It is not hired, owned or leased by a Covered Person's employer.

**Sickness** means an illness or disease of the body, or any complication due to or as a result of an illness or disease, which originates while on a Covered Trip and requires Medically Necessary treatment by a Physician or Dentist.

**Spouse** means a person to whom the Covered Person is married.

**Temporary Residence** means a dwelling place where the Covered Person intends to reside for a limited time, and which is occupied or intended to be occupied by the Covered Person for 45 days or more during a Covered Trip.

**Traveling Companion** means an enrolled person who accompanies You on the entire Covered Trip and is named on Your enrollment form for coverage.

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

**You or Your** means, or refers to, the Enrollee.

## SECTION III TERMINATION AND CANCELLATION OF INSURANCE

Coverage under the Policy will terminate or cancel at 12:01 a.m. on the date immediately following the earliest of these events:

1. The Covered Trip Conclusion Date;
2. The Covered Person completes the Covered Trip;
3. The Covered Person reaches the final destination point on a one-way trip or arrival at the return destination on a round-trip;
4. The Covered Trip is cancelled;
5. The Covered Person's Permanent Residence is no longer within the 50 United States of America or the District of Columbia;
6. You request termination of insurance;
7. When We determine that misrepresentation, non-disclosure or fraud in enrollment or claims presentation has occurred;
8. The end of the period for which required premiums are due but not paid, subject to the Grace Period Provision;
9. The Policy or any benefit under the Policy is cancelled;
10. The Participating Organization ceases to participate in the Policy;
11. Your Account ceases to remain in good standing.

The Company can non-renew the Policy. All insurance will cease on the date of non-renewal. If the Company non-renews, advance written notice will be provided to You at least 60 days prior to the effective date of the non-renewal.

The Participating Organization or member may terminate one or more benefits under the Policy that are offered as an option or all insurance benefits. Termination is not effective until We are notified in writing by the organization. The Participating Organization must provide Us with a minimum of 60 days advance written notice before the requested termination date.

We may cancel the Participating Organization by providing 60 days advance written notice before the cancellation date. Our cancellation of a Participating Organization will not prejudice a valid claim that exists on the cancellation date.

## **SECTION IV PRE-EXISTING CONDITIONS EXCLUSION**

**This exclusion is applicable to all Covered Persons and Family Members, whether they are or are not traveling.**

There is no coverage for any condition of a Covered Person or a Family Member if, during the 60 days preceding and including the Coverage Effective Date, a) there was medical consultation, advice, examination or treatment received or recommended by a Physician or Dentist for the condition, b) symptoms of the condition were present which would have caused a prudent person to seek medical consultation, advice, examination or treatment, or c) required taking prescribed medication, unless the condition for which the prescribed medication was required remained controlled without any adjustment of the prescribed medication.

We will waive this Pre-Existing Conditions Exclusion if the Covered Person meets all of the following requirements:

1. The scheduling and booking of the Covered Trip must be the first and only booking for this Period of Coverage and resulting destination;
2. The Covered Person must be medically able to travel at the time the Policy premium is paid;
3. The premium under the Policy is paid within 14 days of making the first Covered Trip deposit; and
4. The amount of Trip Cancellation coverage purchased is equal to the entire cost of the Covered Trip. The entire cost of any subsequent arrangements added to the Covered Trip (or any other arrangements not made through a travel agent) must be insured within 14 days of payment for those arrangements.

## **SECTION V GENERAL EXCLUSIONS**

The benefits under this Policy will not be paid 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. Participation in a riot, civil disturbance or insurrection;
2. War or any act of war, whether declared or undeclared;
3. Detention or arrest by any branch of any government of any nation state recognized by the United Nations;
4. Violation of a criminal law, offense or infraction, whether cited or charged, by or on behalf of the Covered Person or Covered Person's beneficiary.

## **SECTION VI BENEFITS AVAILABLE**

Once You and any Traveling Companions have been enrolled, You pay the required correct premium, and We validate Your enrollment and accept You, We will provide the following benefits as selected by You and shown on the Schedule of Benefits.

# AIRFLIGHT INSURANCE

**Definitions**

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

**Beneficiary** means the person or entity designated on forms and in a manner approved by Us to receive benefits in the event of death. If no person or entity is designated, the Beneficiary will be determined by the terms of the Certificate of Insurance.

**Boarding** means when a Covered Person is in the direct and immediate act of getting on and entering into the Scheduled Airline plane while on a Covered Trip.

**Covered Trip** means:

1. A trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket; and
2. It is a trip on a Scheduled Airline.

**Dismemberment** means, with reference to hand or foot, complete and permanent severance through or above the wrist or ankle joint as a result of an Accident, and as used with reference to eye, means the irrecoverable loss of the entire sight thereof as a result of an Accident.

**Home Care** means care provided by a certified home health care agency which follows a home health care plan approved in writing by the Physician. Eligible benefits may include, but are not limited to, the following:

1. Part-time or intermittent home nursing care by or under the supervision of a registered professional nurse (R.N.);
2. Part-time or intermittent home health aide services which consist primarily of caring for the patient;
3. Physical, occupational or speech therapy if provided by the home health care service or agency; or
4. Medical supplies, drugs and medications prescribed by the Physician.

Each visit by a member of a home health care agency is considered one Home Care visit, and up to 4 hours of Home Care service is considered one Home Care visit.

**Reasonable Medical Expenses** means the charges made for the following Medically Necessary services and supplies as the direct result of an Accidental Injury:

1. Hospital room and board, supplies and services;
2. Surgical procedures or medical treatment by a Physician or Dentist; and
3. Private duty services of a licensed practical or registered nurse while Hospital confined.

Such expenses may not exceed the Reasonable and Customary charges in the geographic area involved.

**Residence** means either the Covered Person's Permanent Residence or Temporary Residence.

**Description of Benefits**

<b>BENEFIT AMOUNT</b>	
<b>ACCIDENTAL DEATH</b> .....	<b>\$1,500,000</b>
<b>DISMEMBERMENT</b>	
Loss of one hand or one foot.....	\$750,000
Loss of both hands or both feet.....	\$1,500,000
Loss of one hand and one foot.....	\$1,500,000
Loss of entire sight of both eyes.....	\$1,500,000
Loss of the entire sight of one eye	
and one hand or one foot.....	\$1,500,000
	<b>REASONABLE MEDICAL EXPENSES</b> .....
	..... <b>up to a maximum of \$150,000</b>
	<b>HOME CARE</b> ..... <b>up to 40 visits</b>

**Accidental Death or Dismemberment Benefit**

If a Benefit Amount is payable under the When Benefits Are Payable provision, We will pay the applicable Benefit Amount if a Covered Person suffers an Accidental Death or Dismemberment. The Accidental Death or Dismemberment must occur within 100 days of the date of the Accident that caused the Accidental Death or Dismemberment. We will pay benefits for the greatest loss, either Accidental Death or one category of Dismemberment, sustained by the Covered Person as the result of any one Occurrence.

**Medical Expense For Accidental Injury Benefit**

If a Benefit Amount is payable under the When Benefits Are Payable provision, We will pay up to the maximum of the applicable Benefit Amount for Reasonable Medical Expenses incurred due to, and within 365 days of, any Covered Person's Accidental Injury. Reasonable Medical Expenses are covered up to 10% of the enrolled benefit level.

**Home Care Benefit**

If a Benefit Amount is payable under the When Benefits Are Payable provision, We will pay up to the applicable Benefit Amount for Medically Necessary Home Care expenses incurred due to, and within 365 days of, a Covered Person's Accidental Injury. Benefits for Home Care are payable only if Hospital confinement or confinement to a facility providing nursing care would otherwise have been required.

**When Benefits Are Payable****Scheduled Airline Benefit**

This benefit is payable if the Covered Person suffers an Accidental Death, Accidental Injury or Dismemberment while riding solely as a passenger in, or while Boarding or Alighting from a Scheduled Airline flight on a Covered Trip.

**Common Carrier Conveyance Benefit**

During the Period of Coverage, this benefit is payable if the Covered Person suffers an Accidental Death, Accidental Injury or Dismemberment while riding solely as a passenger in a land Common Carrier Conveyance or a scheduled helicopter operated as a Common Carrier Conveyance, but only when going directly to an airport for the purpose of immediately Boarding a Scheduled Airline plane on a Covered Trip, or when leaving directly from an airport immediately after Alighting from a Scheduled Airline plane on a Covered Trip.

**Airport Premises Benefit**

During the Period of Coverage, this benefit is payable if the Covered Person suffers an Accidental Death, Accidental Injury or Dismemberment while upon any airport premises designated for passenger use, but only when the Covered Person is upon such premises immediately before Boarding or immediately after Alighting from a Scheduled Airline plane on a Covered Trip.

**Exposure and Disappearance Benefit**

Coverage will be provided for an Accidental Death, Accidental Injury, or Dismemberment as a result of the Covered Person being unavoidably exposed to the elements because of the disappearance, sinking, or wrecking of a Scheduled Airline plane while on a Covered Trip. If the Covered Person's remains cannot be found within 52 weeks after the date of an Accident involving the disappearance, sinking or wrecking of the Scheduled Airline plane on which the Covered Person was a passenger while on a Covered Trip, it will be presumed, subject to the absence of evidence to the contrary, that the Covered Person suffered Accidental Death covered by the Policy.

### **Additional Exclusions Applicable to Airflight Insurance**

Benefits will not be paid 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. Any exclusion identified in Section V of the Policy;
2. Suicide, attempted suicide or intentionally self-inflicted injury while sane;
3. Driving, riding as a passenger in, entering or leaving a rental vehicle;
4. Pregnancy, resulting childbirth or abortion except to the extent coverage is required for Complications of Pregnancy;
5. Cosmetic surgery, except cosmetic surgery that is reconstructive, incidental and related to an Accidental Injury or Dismemberment;
6. Consumption of alcohol at or in excess of the legal blood alcohol level in the state or locality in which the loss occurred;
7. Being under the influence of any drug unless taken as prescribed or administered on the advice of a Physician or Dentist;
8. Operating or learning to operate any aircraft as pilot or serving as a crew member;
9. Any disease, illness or infirmity;
10. Pre-existing conditions as defined in Section IV, Pre-Existing Conditions Exclusion with the exception of those pre-existing conditions waived in Section IV;
11. Any activity directly related to and occurring while in the service of any armed military force of any nation state recognized by the United Nations.

### **Premiums**

#### **Designated Trip Payment Plan**

The applicable single-trip premium will be due prior to the Covered Trip Departure Date.

### **Beneficiary**

You may name any person(s) to be Your Beneficiary or change Your Beneficiary at any time. For a Beneficiary designation to become effective, a written request on Our Beneficiary Designation form or on the enrollment request must be completed and filed with Us. To receive a Beneficiary Designation form, please contact Us at 1-800-332-4899. Any Beneficiary designations or changes made will take effect as of the date of the signed request. If death occurs prior to the date We receive and record the change, payment will be made to the new Beneficiary. The prior Beneficiary's interest ends the date the new designation takes effect. If more than one Beneficiary is named without stating their respective interest, they will share equally.

### **Claims**

#### **Notice of Claim**

The Covered Person or someone on his or her behalf must send Us written notice of claim within 30 days after the Occurrence which results in eligibility for payment of a Policy benefit or as soon as reasonably possible. Notice must be sent to Global Travel Shield, PO Box 792, Golden, CO 80402-0792 or call at 1-800-332-4899. The notice should include the Covered Person's name, Certificate Identification Number and an address to which the claim form should be sent.

#### **Claim Forms**

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

#### **Proof of Loss**

We must receive written proof of loss within 90 days after the date of the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than one year from the time it is otherwise required, except in the absence of legal capacity.

We will pay benefits immediately after We receive proper proof of a covered loss.

### **Payment of Claims**

Accidental Death benefits will be paid to the designated Beneficiary. Benefits for all other losses sustained will be paid to the Covered Person, if living, otherwise to the designated Beneficiary. If more than one Beneficiary is designated and You have failed to specify the Beneficiaries' respective interests, the designated Beneficiaries will share equally. If no Beneficiary has been designated, or if the designated Beneficiary does not survive the Covered Person, the benefits will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. Spouse or Domestic Partner;
2. Children, equally per stirpes; or
3. The estate.

In determining such person or persons, We may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon any such affidavit will fully discharge Us from all obligations under the Policy unless, before such payment is made, We have received written notice of a valid claim by some other person. Any amount payable to a minor may be paid to the guardian of the estate of the minor.

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

### **Settlement Method**

Accidental Death and Dismemberment benefits will be paid in a single, lump sum.

## **24-Hour Accidental Death Insurance**

### **Definitions**

**Covered Trip**, under this 24-Hour Accidental Death Insurance benefit only, means a Covered Person's travel during the Period of Coverage, which includes Scheduled Airline travel. The Covered Trip begins at 12:01 a.m. on the Covered Trip Departure Date and ends at 12:01 a.m. on the date immediately following the Covered Trip Conclusion Date, provided the Covered Person actually uses the Scheduled Airline ticket, unless an Accidental Death occurs prior to the travel.

If a Covered Person travels on a Covered Trip to a Temporary Residence, the Covered Person will not be covered beginning at 12:01 a.m. on the 46th day of the Covered Trip and ending at 12:01 a.m. on the date the Covered Person departs from the Temporary Residence to conclude the Covered Trip.

### **Coverage Requirements**

We will provide the following Accidental Death Insurance coverage to any Covered Person named on the enrollment form for which premium has been paid, the Airflight Insurance benefit is selected and We have received and validated an enrollment for this benefit. This coverage is not offered as a stand-alone benefit under the Policy and is hereby included in the Airflight Insurance benefit only.

### **Description of Benefits**

The Company will pay, subject to all the terms and limitations herein, an Accidental Death benefit equal to \$150,000 if a Covered Person's Accidental Death occurs within 100 days from the date of the Accident which caused the Accidental Death and the Accident occurs during a Covered Trip; provided this benefit will not be payable if an Accidental Death benefit is payable with respect to the Covered Person under the Scheduled Airline Benefit, Common Carrier Conveyance Benefit, Airport Premises Benefit or Exposure and Disappearance Benefit.

The Company will pay, subject to the further terms and limitations of the Policy and not in addition to any other Accidental Death benefit payable under Airflight Insurance, the applicable Accidental Death Insurance benefit amount of \$150,000 if:

1. The Covered Person is unavoidably exposed to the elements during a Covered Trip, and if as a result of such exposure the Covered Person's death occurs, that death will be deemed an Accidental Death which occurred during the Covered Trip; or
2. If the Covered Person's remains cannot be found within 52 weeks after the date of an Accident while on a Covered Trip, it will be presumed, subject to the absence of evidence to the contrary, that the Covered Person suffered Accidental Death covered by the Policy.

All other provisions of the Airflight Insurance coverage apply that are not inconsistent with this 24-Hr Accidental Death Insurance benefit.

## 24-HOUR TRAVEL ASSISTANCE HOTLINE

All Covered Persons under the Policy are eligible to use the 24-Hour Travel Assistance Hotline benefit. This hotline is administered by Mercury International.

### **Support Services Provided**

Emergency Assistance- If a Covered Person needs emergency assistance for a covered Occurrence under the Policy, the Covered Person can call 1-800-332-4899, 24 hours a day, 7 days a week within the United States, or call collect at 1-(303)273-6497 from anywhere else. Please have the Identification Number, local telephone number, location and details of the situation readily available. Mercury International will confirm the Covered Person's eligibility and assist the Covered Person with the situation. If the Covered Person is unable to get through to Mercury International when calling collect, dial Mercury International directly at 1-(303)273-6497. The assistance coordinator will take the Covered Person's telephone number and return his/her call.

If the Covered Person's emergency needs call for immediate attention, he/she should acquire local assistance and then contact the Travel Assistance Hotline as soon as the Covered Person is reasonably able to do so. The Travel Assistance Hotline provider will do everything possible to assist the Covered Person immediately upon calling. Unfortunately, there are occasional situations beyond Our control that make providing support difficult. Our assistance providers will make every possible attempt to service the Covered Person during his/her emergency. Our assistance provider's staff will do its very best to refer the Covered Person to appropriate and reputable providers located nearest him/her. However, Our assistance provider and We cannot be held liable for the outcome or quality of the care the Covered Person receives from these independent practitioners.

### **Support Service Availability**

The assistance provider will have 24-hour availability, 7 days a week, and becomes available when the Covered Person actually initiates his/her Covered Trip. Hotline services expire the earliest of: midnight on the day the plan expires, when the Covered Person reaches his/her return destination or when the Covered Person completes his/her Covered Trip.

### **Basic Inquiries**

Basic Inquiry- Mercury International Assistance will field calls from the Covered Person about contact numbers, general questions and any other non-emergency questions.

Benefits Inquiry- If the Covered Person should have questions about the specific benefits of this service, Mercury International will provide the information requested.

Service Only- If the Covered Person is in need of a general service that is not specifically listed, but is still attainable, Mercury will do its best to provide this service.

### **Financial Assistance**

Alternate Cash Source - Mercury is capable of locating ATM's around the United States and in many foreign cities.

### **Pre-trip Planning**

Pre-trip Assistance - Before leaving on a Covered Trip, Mercury can provide the Covered Person with information on the particular country they will be traveling to, such as passport/visa requirements, inoculations, and travel warnings.

Consulate/Embassy Referral - Mercury will provide the Covered Person the address and/or phone number of the local embassy or consulate.

Weather Inquiry - This benefit provides the Covered Person with weather forecasts for destinations around the world. Mercury can provide month-to-month averages as well as a short-term detailed forecast.

Foreign Exchange Rates - Mercury is able to provide timely foreign exchange rates throughout the world.

Visa/Passport Requirements - Mercury can provide the Covered Person with the entry requirements for destinations around the world.

Inoculation Information - Mercury will provide the Covered Person with inoculation recommendations that may be needed prior to traveling to his/her destination.

**Medical Assistance Level I (Medical Referral)**

Medical Referral - If an emergency occurs during a Covered Trip that requires the Covered Person to seek urgent and immediate medical advice, the Covered Person should contact the 24-hour hotline to obtain the names and telephone numbers of local qualified Physicians and Dentists that speak his/her language in the area. Mercury is not providing medical advice but rather information; the ultimate choice to seek and accept medical care is the Covered Person's responsibility.

**Medical Assistance Level II**

Medical Monitoring - If the Covered Person is hospitalized when traveling away from his/her Permanent Residence, Our medical advisors monitor the case from initial admission until discharge by maintaining close contact with the Covered Person's attending Physician, family Physician and family. Our medical advisors also help determine if adequate care is available locally, and if necessary, facilitate the evacuation of the Covered Person to the nearest appropriate medical facility.

**Other Assistance Services**

Lost Luggage/Document Assistance - Mercury assists with the return of lost luggage by coordinating with the commercial carrier.

Legal Referral - Mercury will provide the Covered Person with convenient legal referrals in his/her general area. The ultimate choice to seek and accept legal advice is the Covered Person's responsibility.

Urgent Message Relay - Mercury will provide for the contact of family and/or friends in the event of an emergency situation while the Covered Person is traveling.

Telephone Interpretation/Translation-Mercury provides emergency telephone translation services in major languages and also makes referrals to interpreter services.



**Kenneth J. Ciak  
President**



**Paul R. Johnson  
Secretary**

**For Wisconsin Residents**

**KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

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

**AMEX Assurance Company**

**Attn: Global Travel Shield**

**PO Box 792**

**Golden, CO 80402**

**1-800-332-4899**

**1-303-273-6497 (Call collect outside the U.S.)**

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

Information and Complaints Section

P.O. Box 7873

Madison, WI 53707-7873

1-800-236-8517

1-608-266-0103

**AMEX Assurance Company  
Global Travel Shield  
Emergency Medical and Dental Expense Benefit**

**NOTICE OF HIPAA PRIVACY PRACTICES**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

This Notice of HIPAA\* Privacy Practices describes how we may use and disclose your protected health information to administer your Emergency Medical and Dental Expense benefit under the Global Travel Shield insurance package, and for other purposes that are permitted or required by law. It also sets out our legal obligations concerning your protected health information. Additionally, this Notice describes your rights to access and control your protected health information.

This Notice applies only to certain health-related products covered by our company and their affiliated entities. "Health-related products" are individual or group products that provide, or pay the cost of, medical care. These include major medical policies, dental and vision products, Medicare supplemental insurance and long-term care policies that have a health care reimbursement component. It does not apply to certain products (such as a life insurance or disability insurance policy) that may involve some use or disclosure of health information, but whose primary function is not the reimbursement of the costs of health care.

Protected health information is individually identifiable health information, including demographic information, collected from you or created or received by a health care provider, a health plan, your employer, or a health care clearinghouse and that relates to: (i) your past, present, or future physical or mental health or condition; (ii) the provision of health care to you; or (iii) the past, present, or future payment for the provision of health care for you.

If you have any questions or want additional information about the Notice or the policies and procedures described in the Notice, please contact: Attn: Card Products, AMEX Assurance Company HIPAA Compliance, P.O. Box 19054, Green Bay, WI 54115 or call 1-800-332-4899 to speak to a Client Service representative.

**Effective Date**

This notice becomes effective on April 14, 2003.

**Our Responsibilities**

We are required by law to maintain the privacy of your protected health information. We are obligated to provide you with a copy of this Notice of our legal duties and our privacy practices with respect to protected health information. And we must abide by the terms of this Notice. We reserve the right to change the provisions of our Notice and make the new provisions effective for all protected health information that we maintain. If we make a material change to our Notice, we will mail a revised Notice to the address that we have on record for you.

**Primary Uses and Disclosures of Protected Health Information**

The following is a description of how we are most likely to use and/or disclose your protected health information. Where state law provides additional restrictions on how we can use and disclose information, we will follow applicable state laws.

**Payment and Health Care Operations**

We have the right to use and disclose your protected health information for all activities that are included within the definitions of "payment" and "health care operations" as set out in 45 C.F.R. § 164.501 (this provision is a part of what is known as "the HIPAA Privacy Regulations"). We have not listed in this Notice all of the activities included within these definitions, so please refer to 45 C.F.R. §164.501 for a complete list.

**Payment**

We will use or disclose your protected health information to fulfill our responsibilities for coverage and providing benefits under your policy. For example, we may disclose your protected health information when a provider requests information regarding your eligibility for coverage under our health plan, or we may use your information to determine if a treatment that you received was medically necessary.

\*Health Insurance Portability and Accountability Act

## **Health Care Operations**

We will use or disclose your protected health information to support our business functions. These functions include, but are not limited to: quality assessment and improvement, reviewing provider performance, licensing, business planning, and business development. For example, we may use your information (i) to respond to a customer service inquiry from you, (ii) to review the quality of medical services being provided to you, or (iii) to conduct audits or medical review of claims activity.

## **Business Associates**

We contract with individuals and entities (known as “business associates”) to perform various functions on our behalf or to provide certain types of services. Some of the functions they provide are administering claims and policy service support. To perform these functions or to provide the services, business associates will receive, create, maintain, use, or disclose protected health information, but only after we require the business associates to agree in writing to contract terms designed to appropriately safeguard your information.

## **Other Possible Uses and Disclosures of Protected Health Information**

We may disclose your protected health information in other ways, which law permits us to. Those ways may include health oversight activities; as required by law; in connection with public health activities; abuse or neglect reports required by governmental authorities; legal proceedings; law enforcement; coroners, medical examiners, funeral directors, and organ donation; research; military activity and national security; in connection with an inmate of a correctional institution; worker’s compensation; or to others involved in your health care.

## **Required Disclosures of Your Protected Health Information**

The following is a description of disclosures that we are required by law to make.

### **Disclosures to the Secretary of the U.S. Department of Health and Human Services**

We are required to disclose your protected health information to the Secretary of the U.S. Department of Health and Human Services when the Secretary is investigating or determining our compliance with the HIPAA Privacy Regulations.

### **Disclosures to You**

We are required to disclose to you most of your protected health information in a “designated record set” when you request access to this information. Generally, a “designated record set” contains medical and billing records, as well as other records that are used to make decisions about your health care benefits. We also are required to provide, upon your request, an accounting of many disclosures of your protected health information that are for reasons other than payment and health care operations.

## **Other Uses and Disclosures of Your Protected Health Information**

Other uses and disclosures of your protected health information that are not described above will be made only with your written authorization. If you provide us with such an authorization, you may revoke the authorization in writing, and this revocation will be effective for future uses and disclosures of protected health information. However, the revocation will not be effective for information that we already have used or disclosed in reliance on your authorization.

## **Your Rights**

### **Right to Request a Restriction**

You have the right to request a restriction on the protected health information we use or disclose about you for payment or health care operations.

We are not required to agree to any restriction that you may request. If we do agree to the restriction, we will comply with the restriction unless the information is needed to provide service to you under the policy.

You may request a restriction by writing. In your request tell us: (1) the information whose disclosure you want to limit and (2) how you want to limit our use and/or disclosure of the information.

### **Right to Request Confidential Communications**

If you believe that a disclosure of all or part of your protected health information may endanger you, you may request in writing that we communicate with you regarding your information in an alternative manner or at an alternative location.

In your request tell us: (1) the parts of your protected health information that you want us to communicate with you in an alternative manner or at an alternative location and (2) that the disclosure of all or part of the information in a manner inconsistent with your instructions would put you in danger.

**Right to Inspect and Copy**

You have the right to inspect and copy your protected health information that is contained in a “designated record set”. Generally, a “designated record set” contains medical and billing records, as well as other records that are used to make decisions about your health care benefits. However, you may not inspect or copy psychotherapy notes or certain other information that may be contained in a designated record set.

To inspect and copy your protected health information that is contained in a designated record set, you must submit your request in writing. If you request a copy of the information, we may charge a fee for the costs of copying, mailing, or other supplies associated with your request.

We may deny your request to inspect and copy your protected health information in certain limited circumstances. If you are denied access to your information and you request that the denial be reviewed, we will review your request.

**Right to Amend**

If you believe that your protected health information is incorrect or incomplete, you may request in writing that we amend your information. Your request should include the reason the amendment is necessary.

In certain cases, we may deny your request for an amendment. For example, we may deny your request if the information you want to amend is not maintained by us, but by another entity. If we deny your request, you may have the right to file a statement of disagreement with us. Your statement of disagreement will be linked with the disputed information and all future disclosures of the disputed information will include your statement.

**Right of an Accounting**

You have a right to request in writing, an accounting of most disclosures of your protected health information that are for reasons other than payment or servicing your policy. An accounting will include the date(s) of the disclosure, to whom we made the disclosure, a brief description of the information disclosed, and the purpose for the disclosure. Your request may be for disclosures made up to 6 years before the date of your request, but in no event, for disclosures made before April 14, 2003. The first list you request within a 12-month period will be free. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at the time before any costs are incurred.

**Complaints**

You may complain to us if you believe that we have violated your privacy rights. You may file a complaint with us by writing to: Attn: Card Products AMEX Assurance Company HIPAA Compliance, PO Box 19054 Green Bay, WI 54307.

You also may file a complaint with the Secretary of the U.S. Department of Health and Human Services. Complaints filed directly with the Secretary must: (1) be in writing; (2) contain the name of the entity against which the complaint is lodged; (3) describe the relevant problems; and (4) be filed within 180 days of the time you become aware of the problem.

We will not penalize or in any other way retaliate against you for filing a complaint with the Secretary or with us.