

*The American Express®
GlobalTravel Card*

Cardmember Agreement



American Express GlobalTravel Card Website:

americanexpress.com/aaaglobaltravel

FOR 24-HOUR CUSTOMER SERVICE

- Please contact Customer Service at
1-866-608-3762
(International Collect: **1-801-606-8919**)

FOR AVAILABLE BALANCE

- Visit americanexpress.com/aaaglobaltravel
- Call Customer Service at **1-866-608-3762**
(International Collect: **1-801-606-8919**)

FOR TRANSACTION HISTORY

- Visit americanexpress.com/aaaglobaltravel
- Call Customer Service at **1-866-608-3762**
(International Collect: **1-801-606-8919**)
- You may obtain a sixty (60) day written history of Card transactions by calling Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**) or writing American Express at P.O. Box 30383, Salt Lake City, UT 84130

American Express GlobalTravel Card

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Cardmember Agreement

1. Introduction

This Cardmember Agreement (“Agreement”) sets out the terms and conditions which govern your American Express **GlobalTravel** Card. By activating, signing or using the Card (as defined below), you agree to each of the terms and conditions set forth in this Agreement. Should you wish not to be bound by this Agreement, you must, prior to using the Card, request a refund of the value of the Card by calling American Express Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**)

1.1 Defined Terms

We, us and *our* mean American Express Travel Related Services Company, Inc., the issuer of the American Express **GlobalTravel** Card.

You, your and *Cardmember* mean the person to whom the Card has been issued.

Authorized Seller means participating AAA offices, each of which has been authorized by us to distribute, load and reload the Card in the United States.

Card means the American Express **GlobalTravel** Card, including, to the extent activated and not suspended or terminated, the Primary Card and Backup Card delivered to you by an Authorized Seller, and any Replacement Card.

Card Currency means the United States Dollar.

Cross Currency Conversion Fee means the fee we charge you in connection with the conversion into the Card Currency of a charge, electronic charge or ATM withdrawal made in a currency other than Card Currency.

Available balance means the value of the funds available on the Card at any time, in the Card Currency.

Charge means all transactions made using a Card or otherwise charged to you, and includes ATM withdrawals, purchases, fees, commissions, and all other amounts you have agreed to pay us or are liable for under this Agreement.

Electronic charge means a charge which is initiated by giving an instruction through electronic equipment (such as an electronic terminal, computer, telephone or ATM) and using a code. This does not include a charge where the principal means of authorizing the charge is based on comparing your signature to the signature on the back of a Card.

1.2 Product Issuer

The Card is issued by American Express Travel Related Services Company, Inc., with offices at 200 Vesey Street, New York, NY 10285.

1.3 Purchase of the Card

You can purchase a Card at Authorized Seller locations in the United States.

Please visit americanexpress.com/aaaglobaltravel for a current “Where to Buy” location listing.

Any person who is at least 18 years of age may purchase and use the Card. Any person who is at least 16 years of age and lives in the same household as a AAA Primary Member may also purchase and use the Card.

At purchase, you will be required to (i) provide certain information, including personal information required by us to communicate with you and to verify your identity, such as name, address, date of birth, social security number, telephone number and government-issued photo identification, and (ii) load funds onto the Card in an amount at least equal to the Minimum Load and not exceeding the Maximum Load. You may load funds onto the Card using tender types accepted by the Authorized Seller, which, as of the date of this Agreement, include cash, money order, cashier’s check, personal check, and select credit cards and bank debit cards. Please note that loading via certain tender types may be subject to a fee charged by the Authorized Seller. Upon positive verification and acceptance, the Authorized Seller will distribute to you an activated Primary Card loaded with the funds requested and an inactive Backup Card. You may review a copy of this Agreement prior to purchase at Authorized Seller locations.

You agree: (i) to provide personal information during the purchase and registration process and thereafter during the Card relationship that is accurate and complete; (ii) to update your personal information as necessary so that it remains accurate and complete; and (iii) not to impersonate any other person, operate under an alias or otherwise conceal your identity. We will use the information you give us, as well as the information we receive from your use of the Card, to facilitate your participation in Card services and for other purposes consistent with our Privacy Notice, which has been delivered with this Agreement and can also be found at americanexpress.com/aaaglobaltravel. You must have your user name and password in order to access your Card online account.

1.4 Signing the Card

The person in whose name the Card has been issued must sign his/her signature on the Card where indicated. Write down the Card number, 4-digit Card security code and the Customer Service numbers on a separate piece of paper in case your Card is lost or stolen.

1.5 Description of the Card

The Card is a prepaid, reloadable payment device which must have funds loaded to it prior to use. The Card is not a gift, credit, debit or charge card, and does not constitute a checking, savings or other demand deposit or consumer asset account. The Card is not a payroll card and cannot be used to make payroll to anyone. Except where required by law or as specifically provided in this Agreement, the Card is not redeemable for cash.

The Card is not transferable and you agree not to permit any other person to use the Card. You are wholly responsible for the use of the Card in accordance with the terms of this Agreement. Funds on the Card are not FDIC-insured, and you will not receive interest on funds loaded to the Card.

Subject to the available balance on the Card, you may use the Card to obtain cash from Automated Teller Machines (“ATMs”) worldwide that accept the American Express Card, in accordance with this Agreement. The Card may also be used for payment of goods and services at retailers and other merchants worldwide that accept the American Express Card. This includes mail order, online and brick and mortar establishments (each, a “merchant”). You may use the Card to pay the final payment of a car rental but may not be able to use the Card to make a car rental or other reservation or deposit. You agree that you will not use the Card to engage in any type of illegal activity or make any prohibited purchase (e.g., purchase of alcohol or tobacco by a minor). Certain other limitations on use apply. Merchant categories are determined by merchants and other parties, and you agree to hold us harmless for any transactions that occur as a result of inaccuracies in merchant classification.

Available funds on your Card do not expire, even after the plastic expires. There are no inactivity fees associated with the Card, unlike many other prepaid cards.

When you purchase the Card, we provide you with one active ‘Primary’ Card and one inactive ‘Backup’ Card. If your Primary Card is lost or stolen, simply contact Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**) to deactivate your Primary Card and activate your Backup Card. If your Backup Card is also lost or stolen, you will be able to request a free Replacement Card, either locally or when travelling abroad. If needed, you will be able to get access to your funds, at no additional charge, via Western Union® while the Replacement Card is in transit. Certain limits may apply. For more details, please refer to Section 4.5 (“*Card Limits*”) of this Agreement.

As an American Express Cardmember, you will be able to access our Global Assist® Services. Global Assist provides emergency assistance when you are travelling. Further details about Global Assist Services are available at americanexpress.com/aaaglobaltravel

In addition, you will be able to enjoy exclusive offers of high quality entertainment, shopping and dining from merchants under the American Express Selects® program. Special Cardmember offers and experiences can be found at americanexpress.com/globaltravelselects

THE CARD IS CURRENTLY NOT AVAILABLE in Arkansas (AR) and Vermont (VT). Please contact Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**) or visit americanexpress.com/aaaglobaltravel for the most current information regarding Card availability.

2. Protection of the Card and Codes

To prevent misuse of your Card, you must ensure that you:

- sign the back of the Card in ink as soon as you have received it;
- keep the Card secure at all times;
- keep the 'Backup' Card separate from the 'Primary' Card;
- regularly check that you still have the Card in your possession;
- do not let anyone else use the Card;
- ensure that you retrieve the Card after making a charge;
- never give out your Card details, except when using the Card in accordance with this Agreement; and
- follow any activation process we tell you about, as soon as possible.

To protect your PIN, in respect of telephone codes to access your Card account, on-line passwords to access your Card account and any other codes provided or approved by us to be used in connection with your Card account (each, a "code"), you must ensure that you:

- memorize the code;
- keep our communication informing you of the code in a safe place;
- do not write the code on the Card;
- do not keep a record of the code with or near the Card or account details;
- do not tell the code to anyone;
- when selecting a code, do not choose a code that can easily be associated with you such as your name, date of birth or telephone number; and
- take care to prevent anyone else seeing the code when entering it into an Automated Teller Machine ("ATM") or other electronic device.

3. Risks

American Express is a world leader in providing charge and credit cards, American Express® Travelers Cheques and other prepaid products to consumers, small businesses and corporations. However, with all products there are some risks. In certain circumstances you may be liable for unauthorized charges on your Card as described in this Agreement.

There is a risk that you may not be able to access your funds held on the Card when there is a system failure affecting ATMs or merchant facilities.

There is a risk that you may incur charges on your Card which exceed the available balance on your Card. Should this occur, you will be liable to American Express for payment of any charges which exceed the available balance on your Card.

4. Use of Your Card

The card may only be used by the person to whom it is issued, and at no time may you authorize anyone else to use the Card.

4.1 Permitted Uses

You may use your Card, subject to any restrictions set out in this Agreement, to:

- pay for goods and services from merchants worldwide which accept American Express Cards in person, by mail, telephone order or through the internet ("merchants"), and, if permitted by the merchant, you may return to the merchant goods or services obtained using your Card and receive a credit to your Card; and
- obtain cash at any Automated Teller Machine ("ATM") worldwide where American Express Cards are accepted, including those in the United States. All you need is your PIN. Make sure your PIN is a number you can remember. If not, we suggest that you change it before you travel by calling Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**). For a list of ATM networks by (major) country, please refer to the ATM Network Listing enclosed in the Welcome Pack or available online at americanexpress.com/aaaglobaltravel

Please note that some merchants and ATMs outside of the United States may not accept the Card. You will not be able to use the Card at merchants in countries where United States sanctions apply.

4.2 Purchases at Merchant Establishments

Present the Card to the merchant at the time of payment and sign the receipt with the same signature you used when you signed the back of your Card. After signing the receipt, your signature may be checked against your signature on the back of the Card. Retain the receipt as a record of the transaction. You agree to use the Card only at merchants and only for lawful purposes. You acknowledge that purchases made with prepaid cards, such as the Card, are similar to those made with cash. You cannot "stop payment" on such transactions.

Depending on the merchant's policy, you may be able to use your Card with another form of payment, such as cash, check or another card, to make a purchase. This is known as a "*split tender transaction*". To make a purchase for more than the available balance on the Card:

- (a) present the Card for payment and tell the cashier it is a prepaid card;
- (b) tell the cashier the available balance and ask whether another form of payment will be accepted for the balance of the purchase;
- (c) before the Card is "swiped," tell the cashier to only authorize the Card for the available balance;
- (d) if the Card is declined, remind the cashier of the available balance; and
- (e) be prepared to provide a second form of payment to cover the balance of your purchase.

Some merchants may only allow you to use cash or check, but not another card, as the second form of payment. Some

merchants do not permit a second form of payment at all. We do not guarantee that a merchant will permit a “split tender transaction”.

You can also use your Card for mail, phone and online purchases with merchants. However, please note that some online merchants do not permit “split tender transactions”.

If you experience any difficulty making a purchase by mail, phone or online with the Card, please call Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**) for assistance. For security purposes, you may be required to provide the 4-digit security code printed above the card number on the face of your Card plastic and your name. You should use your first and last name as provided when you purchased the Card.

4.3 ATM Access

We will provide you with a Personal Identification Number (“PIN”) for your Primary Card and a separate PIN for your Backup Card upon Card issuance. Your PIN can also be viewed at your online account on the website. You may use the Card and PIN to obtain cash worldwide at ATMs that accept the American Express Card, subject to certain withdrawal limits. Do not write or keep your PIN with the Card. If you have forgotten your PIN, it can always be viewed at your online account on the website. If you believe your PIN has been compromised or otherwise need or desire to request a change in your PIN, please immediately contact Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**). To get cash, use the “Checking Account” option at any ATM but you may need to try alternative options if you are unsuccessful. Subject to the amount of available funds on your Card, you may use the Card to obtain funds up to the withdrawal limit, plus any fees assessed. We may change this amount at any time for legal, risk management or security purposes. Acceptance within ATM networks may change at any time. Use of the Card at ATMs is subject to all applicable fees, surcharges, rules and customs of any clearinghouse, ATM network, or other institution or association involved with the transaction. The operator of the ATM may impose a fee in addition to any fee charged by us. See Section 4.4 (“Card Fees”) and Section 4.5 (“Card Limits”) for applicable ATM withdrawal fees and limits.

4.4 Card Fees

The following fees are payable by you in connection with your use of the Card, and are subject to change. For the most current schedule of fees applicable to the Card, please call Customer Service or visit americanexpress.com/aaaglobaltravel. We reserve the right to change or waive any fee and amend the schedule of fees at any time:

<p>Initial Load Fee Payable on the initial purchase and load of the Card.</p>	As determined by the Authorized Seller and disclosed at the time of purchase.
<p>Reload Fee Payable each time funds are reloaded onto the Card at participating AAA locations</p>	As determined by the Authorized Seller and disclosed at the time of reload.
<p>Cross Currency Conversion Fee Payable when a purchase or withdrawal is made in a currency other than the Card Currency. For example, if you make a purchase in EUR for EUR €75 and the applicable exchange rate is USD \$1 = EUR €0.75, then the converted amount is USD \$100. The Cross Currency Conversion Fee will then be added to this amount. In this case the fee is 2.7% of the converted amount (USD \$2.70). Therefore the total amount charged to your Card for this purchase will be USD \$102.70. See Section 9 (“Charges Made in a Currency Other than the Card Currency”) of this Agreement for more details.</p>	2.7%
<p>ATM Withdrawal Fee Payable when an ATM withdrawal is made at ATMs that accept American Express within the United States and internationally.</p>	<p>American Express does not charge for the first ATM withdrawal in each calendar month.</p> <p>Thereafter, a USD \$2.00 fee will be assessed by us against the Card balance for each ATM withdrawal.</p> <p>ATM operators may charge an additional fee when the Card is used. This fee is determined and charged by the ATM operator and is not retained by us.</p>
<p>Card Replacement If you lose both your Primary and Backup Cards, there is no cost to replace a lost, stolen, damaged or expired Card. See section 8.3 (“Replacement Cards”) of this Agreement for more details.</p>	FREE
<p>Emergency Funds Access If you need emergency access to your funds when your Card is lost, stolen or damaged, there is no charge. See Section 6 (“Emergency Funds Access”) of this Agreement for more details</p>	FREE

You agree to pay these Card fees and you authorize us, subject to applicable law, to charge them to your Card's available balance when due or when sufficient available funds are on your Card, deduct them from any load or reload or otherwise require payment. Fees charged to your Card will reduce your available balance.

4.5 Card Limits

The following limits apply to the use of the Card. We may change these limits at any time for legal, risk management, security or other purposes. For the most current listing of Card limits, please call Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**) or visit americanexpress.com/aaaglobaltravel

Minimum Load For both the initial load and any reload.	USD \$200
Maximum Load / Balance Your available balance on your Card cannot exceed this limit at any time.	USD \$9,000
ATM Withdrawals 24-Hour Limit You cannot withdraw more than this amount (or its equivalent) from ATMs in a 24-hour period. ATM operators may also limit the minimum and maximum amounts that can be obtained from their ATMs. These amounts may also be limited by regulatory controls.	USD \$1,000
Maximum Load 12-Month Limit You cannot load/reload more than this amount in a 12-month period.	USD \$30,000
Emergency Funds Access via Western Union 24-Hour Limit You can receive emergency access to your funds in the Card Currency via Western Union up to these limits and only in the name of the account holder. For more details, please refer to Section 6 ("Emergency Funds Access") of this Agreement.	USD \$1,000

A maximum of one American Express *GlobalTravel* Card can be held by a customer at any given time.

4.6 Prohibited Uses

You must not:

- give your Card or account number to others or allow them to use your Card or Card number for charges, identification or any other purpose;
- use your Card if you find your Card after reporting it to us as lost or stolen;

- use your Card for a charge which would put your account into negative balance;
- use your Card after you have been notified that your Card has been suspended or cancelled or after the valid thru date shown on the front of the Card;
- use your Card for an unlawful purpose;
- use your Card for gambling purposes; or
- use your Card for over-the-counter cash withdrawals.

It is your responsibility to ensure that there is no prohibited use of your Card. You will be responsible for any prohibited use of your Card even if we did not prevent or stop the prohibited use.

5. Backup Card

We will provide you with a Backup Card in case your Primary Card is damaged, lost or stolen. The Backup Card can be used in the same way as your Primary Card, but has a separate Card number and PIN.

Your Backup Card is initially inactive and can only be used by you once activated by Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**) and after your Primary Card has been deactivated. You must not give your Backup Card to any other person for their use.

You will be responsible for any charges made with your Backup Card and for ensuring that your Backup Card is used in accordance with this Agreement.

6. Emergency Funds Access

If you need immediate access to your funds, we can arrange emergency cash access by forwarding available funds in the Card Currency to you through the Western Union network free of cost. To request your emergency funds, please contact Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**). For your convenience, our representatives will ask you to provide us with your location, so the closest Western Union branch to you can be located. Please note that limits will apply to the amount you can request through this service, and the request can only be made in the name of the account holder. For applicable limits, please refer to Section 4.5 ("Card Limits") of this Agreement.

7. Your Card

7.1 Reloads

You can add additional funds to your Card (reload) at any time after purchase. You can reload your Card at any Authorized Seller using tender types accepted by the Authorized Seller from time to time, which, as of the date of this Agreement, include cash, money order, cashier's check and select credit cards and bank debit cards. You will need to present your Card and a government-issued photo identification to the Authorized Seller in order to reload.

We and the Authorized Seller may change accepted reload methods from time to time. For a current listing of initial load and reload methods, please call Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**) or visit americanexpress.com/aaaglobaltravel

All loads and reloads to the card are subject to the limits and fees set out in Sections 4.4 (“*Card Fees*”) and 4.5 (“*Card Limits*”) of this Agreement. Please note that loads via select tender types may be subject to an additional fee charged by the Authorized Seller. We will only increase your available balance after we receive payment in cleared funds. You will not receive any interest on funds loaded to the Card, and funds on the Card are not FDIC-insured.

7.2 Available Balance and Transaction History; Use of Available Balance and Negative Balances

The available balance on your Card does not expire. You may check your available balance anytime by calling Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**) or accessing your online Card account at americanexpress.com/aaaglobaltravel

You may also review your transaction history anytime by calling Customer Service or accessing your online Card account. You have the right to obtain a sixty (60) day written history of Card transactions by calling Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**) or writing American Express at P.O. Box 30383, Salt Lake City, UT 84130.

There are three ways that your available balance may be decreased. First, if you make a purchase with the Card, a cash withdrawal via ATM or Emergency Funds Access via Western Union, we will deduct the full amount of that purchase or cash withdrawal, including taxes and any other fees, from the available balance. Second, if you use the Card and the merchant authorizes for an amount greater than the actual purchase (e.g., when you use the Card at a merchant expecting a gratuity), the available balance will be temporarily decreased by the amount of the authorization until the actual transaction posts. Your available balance will be reduced with the amount of each charge. Only the final amount of the purchase will ultimately be deducted from the available balance. Third, your available balance may decrease if the fee or other amount is deducted from it as provided in this Agreement. For more details, please refer to Section 4.4 (“*Card Fees*”) of this Agreement.

Restaurants, hair salons and some other types of merchants will routinely obtain an authorization on the Card for an amount up to 20% more than the total service bill to cover any gratuity that may be added. Be sure that the available funds on your Card are sufficient to cover the cost of the bill plus any anticipated gratuity. If the Card is declined, ask the merchant to obtain an authorization for an amount equal to or less than the available funds.

Gas stations will routinely obtain an authorization on the Card for an estimated purchase amount to ensure that the available funds will cover the final purchase. To avoid having a gas station obtain authorization for an amount that is higher than the available funds, we suggest that you prepay inside at the cashier for an amount equal to, or less than, the available funds on the Card.

The Card is not a credit, charge or debit card. Its use is limited to the available balance and is subject to any other limits or restrictions referred to in this Agreement. Once your available funds reach zero (\$0), you agree that you will no longer use the Card until funds have been reloaded to the Card. Each time you use the Card, the amount of the purchase or transaction will be debited from the Card’s available funds. If you have an insufficient available balance to pay for a charge, the charge may be declined. If you do make a purchase or other transaction or if a fee is deducted from your available funds that exceeds the available funds on the Card, and as a result, the balance on your Card is negative (a “Shortage”), you will remain fully responsible for the Shortage amount and we reserve the right to require that you immediately forward payment to us for any such Shortage. Subject to applicable law, we reserve the right to debit the available funds on the Card or any other prepaid card you hold that is issued by us or our affiliates, or debit any subsequent reloads to the Card, for any Shortage amount.

7.3 Authorization

We require charges to be authorized by us before they are accepted by a merchant. We may refuse, in our sole discretion, any request for authorization of a charge in certain circumstances, for example where the available balance is less than the charge, or where we suspect the charge is fraudulent, is subject to United States sanctions or does not comply with this Agreement.

In some cases, a merchant may authorize a charge in advance and your available balance will be reduced by the amount of the authorization. For example, when you rent a car, or check-in to a hotel, the merchant will often seek a pre-set amount, equivalent to the estimated final bill, to be reserved against your Card. This means that your available balance will be reduced by that amount until after the end of your car rental period or hotel stay. In some circumstances, this may temporarily restrict your ability to make further charges on your Card.

In other cases, merchants (e.g., car rental companies and cruise lines) may not accept the Card for charges authorized in advance, only for the final bill. In addition, some merchants may not accept online authorizations or impose additional requirements for online authorizations.

If you do not wish to incur a temporary reduction of the balance on your Card, which may be higher than the final bill, or if the merchant is not accepting the Card for pre-authorizations, we advise you to consider using a credit or charge card when

making car rental reservations or checking into hotels and to use your Card to settle the final bill.

You agree that the amount shown on any sales receipt or transaction record is sufficient evidence of the cash price of the goods or services to which that voucher or transaction record relates.

7.4 No Expiration of Your Available Balance

The available balance on your Card does not expire. At any time you can cancel your Card and obtain a refund equal to the available balance on your Card. See Section 20 (“*Cancellation or Suspension of Your Card*”) of this Agreement for more details.

8. Account Management

8.1 Card Registration and Online Servicing

After you purchase a Card, you can register your Primary Card by logging onto **americanexpress.com/aaaglobaltravel** and creating a user name and personal password that you may use to sign in to the website and manage your account, including checking your available balance and viewing your transaction history. You are responsible for keeping this information safe and you will need it every time you sign in to the portion of the Card website that contains your personal Card data. Please notify us immediately if you believe that the security of your Card, card number or password has been compromised. You may also check your available balance and obtain your transaction history by calling Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**). Remember to have your Card in front of you.

8.2 Review and Update of Your Details

You can manage your Card, including checking your available balance, transaction history and editing your profile by logging onto **americanexpress.com/aaaglobaltravel** or calling Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**). You should check your transaction history carefully. If you believe any transaction is wrong or was not authorized, you must notify us promptly. See Section 11 (“*Lost and Stolen Cards; Errors or Questions About Card Transactions*”) of this Agreement for details of what you should do.

You can change your PIN by calling Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**) and selecting the “Change your PIN” option from the main menu. For your security, this is an automated service and requires that you know your current PIN to change it. If you cannot remember your PIN, you can view it online by logging into your Card account on **americanexpress.com/aaaglobaltravel**

8.3 Replacement Cards

If your Card is lost, stolen or damaged, contact Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**) immediately and we will deactivate the lost,

stolen or damaged Card and (i) if you lost your Primary Card, activate your Backup Card, so that you will be able to use your Backup Card, or (ii) if you lost your Backup Card, deliver a Replacement Card to a convenient location of your choice at no additional cost. In connection with a request for a Replacement Card, and for your own security, our operator will require your name, permanent address, Card number and other details in order to validate your personal information and request an address to which the new Card should be sent. This address could be an address abroad (e.g., a hotel in which you are or will be staying) or a local address in the United States. Once you receive your Replacement Card, please contact Customer Service at **1-866-608-3762** (International Collect:

1-801-606-8919) to activate it. If you need access to your available funds while the Replacement Card is in transit, we can arrange emergency funds access via Western Union, at no additional cost to you. For more details, please refer to Section 6 (“*Emergency Funds Access*”) of this Agreement.

8.4 Valid Thru Date

Please note the Card has a “Valid Thru” date on the front of the Card. The “Valid Thru” date is the date through which your physical plastic Card may be used, and is required to process purchases at merchants that request a plastic expiration date. Even if the “Valid Thru” date has passed on your Card, remember that the available balance on your Card remains unchanged and intact, as it does not expire. You may not use the Card after the “Valid Thru” date on the front of the Card.

You should request a Replacement Card from us prior to the expiration of the Valid Thru date. You can start using your Replacement Card for transactions and purchases as soon as you receive it in the mail and you activate it by calling Customer Service. Once you receive your Replacement Card, you should destroy the old Card. The old Card may no longer be used for transactions or purchases. If we are unable to send you a Replacement Card, we will provide you with instructions on how to redeem your available funds.

9. Charges Made in a Currency Other than the Card Currency

If you make a charge in a currency other than the Card Currency (a “foreign currency charge”) or obtain foreign currency cash via an ATM withdrawal, the amount of such purchase or cash withdrawal will be converted into US dollars on the date it is processed by us or our agents. Unless a particular rate is required by applicable law, you authorize us to choose a conversion rate that is acceptable to us for that date. Currently, the conversion rate we use for a transaction in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, and (b) the highest interbank conversion rate identified by us from customary banking sources on the conversion date or the prior business

day. This conversion rate may differ from rates in effect on the day of your transactions. Charges converted by merchants (such as airlines) will be billed at the rates these merchants use. We charge a fee equal to a percentage of the converted transaction amount for each foreign currency charge (“Cross Currency Conversion Fee”). See section 4.4 (“Card Fees”) for the Cross Currency Conversion Fee.

10. Card is our Property

All Cards remain our property at all times. You may be asked and you agree to return the Card to us or anyone we ask to take it on our behalf, including merchants. For example, we may ask you to return the Card when it has been suspended, cancelled or is no longer valid. We may also inform merchants that your Card is no longer valid.

11. Lost and Stolen Cards; Errors or Questions About Card Transactions

11.1 Contacting American Express

You must contact American Express Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**) immediately if:

- the Card is lost or stolen;
- a Replacement Card has not been received within the specified time;
- you suspect someone else learns or knows your Card number or Card security code;
- you suspect that your Card or Card number is being misused; or
- you suspect that a charge has been posted to your Card account in error.

If a Card that you have reported lost or stolen is later found, you must destroy it and continue to use the Backup Card or, if applicable, wait for the Replacement Card.

If you suspect that your account is being misused or a charge posted to your Card account is wrong, you will be asked to provide the following information to American Express:

- your name, date of birth, address, Card number and CSC (Card Security Code);
- details of all charges or errors associated with your Card, including date, and amount of the charges;
- a brief description explaining unauthorized or incorrect charges;
- a brief explication as to how the disputed charges were made, or who might have made the disputed charges; and
- you agree to provide American Express a statutory declaration, affidavit, and any police reports that you may have, as needed.

All information obtained may be provided to local authorities to investigate the disputed charges.

11.2 Errors or Questions About Card Transactions

Call Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**) or write American Express at the address below as soon as you can if you think your transaction history or receipt is wrong or if you need more information about a particular transaction. We must hear from you no later than sixty (60) days after the earlier of (i) the date you electronically access your transaction history, if the error could be viewed there and (ii) the date we sent the first written history on which the error appeared. You may request a sixty (60) day written history of your transactions at any time by calling Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**) or writing us at American Express, PO Box 30383, Salt Lake City, UT 84130.

If you are delayed in contacting us due to extenuating circumstances (such as a hospital stay or personal accident), we may extend this sixty (60) days for a reasonable time. When you call:

1. tell us your name and Card number;
2. describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
3. tell us the dollar amount of the suspected error; and
4. tell us approximately when the error took place.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Card within ten (10) business days for the amount you reported is in error, so that you will have the money during the time it takes us to complete our investigation. If you call us with your complaint or question and we ask you during that call to put your complaint or question in writing, and we do not receive it within ten (10) business days, we may not credit your Card. Complaints or questions submitted in writing should be mailed to American Express *GlobalTravel* Card, Dispute Form, 4315 S 2700 W, Salt Lake City, UT 84184 – 0440.

For errors involving new Cards, point-of-sale or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Cards, we may take up to twenty (20) business days to provisionally credit your Card for the amount you reported is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you an explanation and debit your Card for any amount that was provisionally credited after the error was reported. You may ask for copies of the documents that we used in our investigation.

If you need more information about our error-resolution procedures, please call Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**).

11.3 No Liability for Fraudulent Transactions

You are not liable for fraudulent transactions or purchases on the Card. If you believe that an unauthorized transaction occurred after your Card was lost or stolen, please follow the instructions described in Section 11 (*“Lost and Stolen Cards; Errors or Questions About Card Transactions”*) of this Agreement. You agree to provide us all information and assistance reasonably requested to make a complete investigation and determination with respect to the loss or theft of, or the occurrence of any fraudulent transactions or purchases on, your Card, and we reserve the right to complete such investigation.

12. Limitation of Our Liability

We are not responsible or liable to you for:

- (a) any delay or failure by a merchant to accept the Card;
- (b) our refusal to authorize a charge in accordance with Section 7.3 (*“Authorization”*) of this Agreement;
- (c) goods and services you charge to your account, including any dispute with a merchant about goods and services charged to your account; or
- (d) loss of profits or any incidental, indirect, consequential, punitive or special damages regardless of how they arise.

13. Changes

We may change the terms of, or add new terms to, this Agreement at any time, with or without cause, and without giving you notice, subject to applicable law. For the most current Agreement, please visit the website at americanexpress.com/aaaglobaltravel. In addition, we may suspend, cancel, add, modify or delete any feature or benefit offered in connection with the Card at our sole discretion at any time, with or without cause, and without giving you notice, subject to applicable law. We reserve the right to deliver to you any notice of changes to existing terms or the addition of new terms in accordance with section 21 (*“Communicating with You”*).

14. No Assignment by Cardmembers

Your rights under this Agreement are personal to you and may not be assigned without our written consent. The Card is not transferable and may only be used by you.

15. Complaints; Dispute Resolution

American Express is committed to customer satisfaction as part of its service philosophy. We have established internal procedures to resolve any complaints that may arise regarding our products. If you have a complaint about the service or products provided to you, please contact Customer Service at **1-866-608-3762** (International Collect: **1-801-606-8919**). Please note that if you wish to dispute a transaction concerning the authorization of a charge you should follow the procedure set

out in Section 11 (*“Lost and Stolen Cards; Errors or Questions About Card Transactions”*) of this Agreement.

16. Privacy & Data Security

For information about how we use Cardmember information and protect your privacy and data security, please refer to our Privacy Notice, a copy of which has been delivered with this Agreement or can be accessed at

americanexpress.com/aaaglobaltravel

17. U.S. Patriot Act Notice

IMPORTANT INFORMATION ABOUT PROCEDURES FOR PURCHASING A CARD:

To help the United States government fight the funding of terrorism and money laundering activities, United States Federal law requires us to obtain, verify, and record information that identifies each person who purchases a product like the Card.

18. Severability

If any provision of this Agreement conflicts with any applicable law or regulation, that provision will be deemed to be modified or deleted so as to be consistent with law or regulation. This will not affect the parties' other obligations which will continue as amended.

19. Cancellation or Suspension of Your Card

You may cancel your Card at any time by calling Customer Service and requesting cancellation. However, you will remain liable for any outstanding amounts from pending transactions or disputes under your account after such termination.

We reserve the right to suspend or terminate your Card (i) if the available balance on your Card is zero (\$0) for a period of fifteen or more months at any time after initial issuance of a Card to you, (ii) if you attempted reloads to your Card and are declined or dishonored repeatedly, (iii) if you violate this Agreement, (iv) if there are potential fraud or security risks associated with your Card, as determined by us, or (v) for any reason allowed or required by law. If we suspend your Card, you will not be able to use your Card for purchases or ATM or Emergency Funds access and you may not have access to certain other services associated with the Card such as Purchase Protection, Global Assist or Amex Selects as referenced in this Agreement. While your Card is suspended, we will not collect any fees with respect to your Card.

If available funds remain on the Card after cancellation pursuant to either of the two preceding paragraphs, we will refund the remaining amount on your Card by issuing you a check. We reserve the right to investigate all requests for cancellation and to enable all Card transactions made prior to Card cancellation to post before processing a refund. All refunds are at our sole discretion. If we elect to provide a refund, we will cancel your Card and process your refund.

Once your Card is canceled, you must destroy any Cards by cutting them and disposing of them securely. You are responsible for all charges made using your Card. You will also continue to be responsible for all charges made on your Card while your Card account was active and submitted by merchants or online retailers after your Card account has been closed.

20. Cash-Out of Available Balance

You may cash-out the entire available balance of your Card (without cancelling your Card) (i) at select Authorized Sellers or (ii) by contacting Customer Service. In order to cash-out at an Authorized Seller, you must present your Card and a government-issued photo identification. The Authorized Seller may return your available balance to you in the form of American Express Travelers Cheques, regardless of your original funding source, and no fees will be charged. If needed, any remaining balance will be refunded in the form of cash. If you cash-out via Customer Service, your available funds will be returned to you via check (please allow up to twenty (20) days for shipping of a cash-out check to you).

21. Communicating with You

All notices (which may include changes to this Agreement), disclosures and other communications (together, “communications”) will be communicated to you by US Mail or electronically to the street and/or email address you have provided in connection with your Card. Any communications from us shall be deemed given when deposited in the US Mail, postage prepaid, addressed to you at the latest address shown on our records, or sent electronically to the email address you have provided for your Card.

You must inform us immediately if you change your address or other contact information (such as telephone number or e-mail address) you have provided to us.

22. Complaints and Problems with Goods or Services Purchased

Subject to applicable law and the terms and conditions set forth in this Agreement, if you have a complaint or problem with a merchant or any goods and services charged to your account, you must settle the dispute directly with the merchant. If you wish to return any merchandise purchased with the Card, you will be subject to the merchant’s return policies. If the Merchant agrees to issue a credit to the Card, such funds may not be available for seven (7) days or longer.

23. No Waiver of Our Rights

If we fail to exercise any of our rights under this Agreement, this will not be a waiver of our rights and will not prevent us from exercising them later.

24. Examples

When we provide examples in this Agreement, they do not limit the provisions of this Agreement. The terms “includes”, “such as” and “for example” mean, respectively, “includes without limitation”, “such as but without limitation” and “for example but without limitation”.

25. No Warranties

We are not responsible or liable to you (i) for any interruption in your use of the Card, (ii) for the quality, safety, legality, or any other aspect of any goods or services purchased from any merchant with your Card, (iii) if any merchant refuses to honor the Card or special offers, and/or (iv) for any other problems you may have with any merchant. Subject to applicable law, if you have a dispute with a merchant, you agree to settle the dispute directly with the merchant. If a merchant fails to honor the Card, please call Customer Service at **1-866-608-3762** (International Collect **1-801-606-8919**) to report the incident.

26. Assignment and Waiver

We may assign this Agreement to a third party at any time without notice to you. However, if we assign this Agreement, the terms will remain substantially and materially the same unless you are notified. If we reimburse you for a refund claim you have made for a lost or stolen Card, or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the Card, you are automatically deemed to assign and transfer to us any rights and claims, excluding tort claims, that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Card. You agree that you will not pursue any claim against, or reimbursement from, such third party for the amount that we paid or credited to your Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited. Neither our failure to exercise any of our rights under this Agreement, nor our delay in enforcing or exercising any of our rights, shall constitute a waiver of such rights. If we waive any right under this Agreement on one occasion, such waiver shall not operate as a waiver as to any other occasion.

27. Telephone Monitoring/Recording

Subject to applicable law, from time to time we may monitor and/or record telephone calls between you and us to assure the quality of our Customer Service or as required by applicable law.

28. Dispute Resolution through Arbitration

Agreement to Arbitrate Disputes: This Arbitration Provision sets forth the circumstances and procedures under which Claims (defined below) that arise between you and us will be resolved through binding arbitration. This means that neither you nor we will have the right to litigate that Claim in court or

have a jury trial on that Claim. Other rights that you would have in court also may not be available or may be limited in arbitration, including your right to appeal and your ability to participate in a class action. Nothing in this provision precludes you from filing and pursuing your individual Claim in a small claims court in your state or municipality, so long as that Claim is pending only in that court.

Definitions: As used in this Arbitration Provision, the term “Claim” shall mean and include any claim, dispute or controversy of every kind and nature, whether based in law or equity, between you and us arising from or relating to the Card or this Agreement, as well as any related or prior agreement that you may have had with us or the relationships resulting from any of the above agreements (“Agreements”), including the validity, enforceability or scope of this Arbitration Provision or the Agreements. “Claim” also includes claims by or against any third party using or providing any product, service or benefit in connection with the Card (including, but not limited to, third parties who accept the Card, third parties who use, provide or participate in programs accessed with the Card, enrollment services and rewards programs, debt collectors and all of their agents, employees, directors and representatives) if and only if, such third party is named as a co-party with you or us (or files a Claim with or against you or us) in connection with a Claim asserted by you or us against the other. As used in this Arbitration Provision, “you” and “us” also includes any corporate parent, or wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, directors and representatives of any of the foregoing, and any third party using or providing any product, service or benefit in connection with the Card.

Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed (the “Code”), except to the extent the Code conflicts with this Agreement. Claims shall be referred to either JAMS (“JAMS”) or the American Arbitration Association (“American Arbitration”), as selected by the party electing to use arbitration. If a selection by us of either of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitration administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact (1) JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614; www.jamsadr.com, (2) American Arbitration at 335 Madison Avenue, New York, NY 10017, www.adr.org. In addition to the arbitration organizations listed above, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us, or to an arbitration organization or arbitrator(s) appointed pursuant to Section 5 of the Federal

Arbitration Act, 9 US C. Sections 1-16, provided that any such arbitration organization and arbitrator(s) will enforce the terms of the Restrictions on Arbitration provision set forth below.

Class Action Waiver and Other Restrictions: Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator’s authority to resolve and make written awards is limited to Claims between you and us alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Agreement (including the “Continuation” provision below), and without waiving either party’s right of appeal, if any portion of this “Class Action Waiver and Other Restrictions” provision is deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) shall not apply.

Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 US C. Sections 1-16, as it may be amended (“FAA”), and the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law. Federal or state rules of civil procedure or evidence shall not apply. Written requests to expand the scope of discovery rest within the arbitrator’s sole discretion and shall be determined pursuant to the applicable Code. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the written arbitral award may be entered in any court having jurisdiction. Subject to the right of appeal under the FAA, the arbitrator’s written decision will be final and binding unless you or we take an appeal from the award by making a dated, written request to the arbitration organization within thirty (30) days from the date of entry of the written arbitral award. A three-arbitrator panel administered by the same arbitration organization shall consider anew any aspect of the award objected to by the appellant, conduct an arbitration pursuant to its Code and issue its decision within one hundred and twenty (120) days of the date of the appellant’s written notice. The panel’s majority vote decision shall be final and binding.

Location of Arbitration/Payment of Fees: The arbitration shall take place in the federal judicial district of your residence. Irrespective of who prevails in arbitration, you will only be responsible for paying your share, if any, of the arbitration fees required by the applicable Code, which amount shall not exceed the filing fees you would have incurred if the Claim had been brought in the appropriate state or federal court closest to your residence. We will pay the remainder of any arbitration

fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees. Waivers also may be available from the JAMS or American Arbitration.

Continuation: This Arbitration Provision shall survive termination of the Card, as well as voluntary payment in full of any Shortages, any debt collection proceeding by or between you and us, and any bankruptcy by you or us. If any portion of this Arbitration Provision, except the “Class Action Waiver and Other Restrictions” provision above, is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Arbitration Provision, this Agreement or any predecessor agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

29. Applicable Law

This Agreement and your Card, and all questions about their legality, enforceability and interpretation, are governed by the laws of the State of New York, USA (without regard to internal principles of conflicts of law). The Card is issued by American Express Travel Related Services Company, Inc.

30. Taxes, Duties and Exchange Control

You must pay any government tax, duty or other amount imposed by law in any country in respect of the Card, any charge on your Card or any use of the Card by you.

SPECIAL NOTICE TO CALIFORNIA RESIDENTS: RIGHT TO REFUND

The following applies to California residents with respect to the use of the Card to transmit funds to a foreign country by means of a valid purchase or ATM transaction occurring outside of the United States:

You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if American Express Travel Related Services Company, Inc. does not forward the money received from you within ten (10) days of the date of its receipt, or does not give instructions committing an equivalent amount of money to the person designated by you within ten (10) days of the date of the receipt of funds from you unless otherwise instructed by you. If your instructions as to when the moneys shall be forwarded or transmitted are not complied with and the money has not been forwarded or transmitted you have a right to a refund of your money. If you want a refund, you must mail or deliver your written request to American Express Travel Related Services Company, Inc. at PO Box 30383, Salt Lake City, UT 84130. If you do not receive a refund, you may be entitled to your money back plus a penalty of up to \$1,000 US and attorney’s fees pursuant to Section 1810.5 of the California Financial Code.

ADDITIONAL PLANS AND SERVICES

As a Cardmember, you are automatically protected by American Express Purchase Protection, as described below:

PURCHASE PROTECTION

DESCRIPTION OF COVERAGE

Underwritten by AMEX Assurance Company

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

Purchase Protection can protect your eligible purchases for ninety (90) days from the date of purchase when you charge any portion of the eligible purchase to your Card. You can be reimbursed only for the amount charged to your Account (See Description of Benefits section).

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.

Covered Incident: means the theft of, or damage, whether by accident or vandalism, to any one item of property purchased worldwide as a gift or for personal or business use and charged to Your Account.

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.

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.

Platinum Cardmember: means a Cardmember who has a Platinum Charge Card (required to be paid in full monthly), a Corporate Platinum Card, or a Fidelity American Express Platinum Card. Any other Card which may reference the

Platinum name or has Platinum colored plastic will not receive higher coverage limits or benefits.

Policy: means the Group Insurance Master Policy (AX0951 issued to American Express Travel Related Services Company, Inc.).

We, Us, Our: means the Company.

You, Your: means the Cardmember.

DESCRIPTION OF BENEFITS

We will pay you the expense charged to Your Account up to \$1,000 U.S. for any one Covered Incident and up to \$50,000 U.S. for all Covered Incidents during a calendar year. Purchase Protection provides benefits, for ninety (90) days from the date of purchase, if a Covered Incident occurs with respect to property you purchased and charged to Your Account. Our benefit payment will not include shipping and handling expenses or installation, assembly, professional advice, maintenance or other service charges or any product rebates, discounts or money received from 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. war or any act of war, whether declared or undeclared;
2. 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;
3. participation in a riot, civil disturbance, protest or insurrection;
4. violation of a criminal law, offense or infraction;
5. natural disasters, including, but not limited to, hurricanes, floods, tornados, earthquakes or any other event in the course of nature, that occurs at the same time or in separate instances;
6. fraud or abuse or illegal activity of any kind by the Cardmember;
7. confiscation by any governmental authority, public authority, or customs official;
8. negligent failure of a duty to care by any third party in whose possession the property purchased by a Cardmember has been temporarily placed;
9. not being reasonably safeguarded by You;
10. theft from baggage not carried by hand and under Your personal supervision or under the supervision of a traveling companion known by You;
11. damage through alteration (including, but not limited to, cutting, sawing and shaping);
12. normal wear and tear, inherent product defect or manufacturer's defects or normal course of play;

13. damage or theft while under the care and control of a common carrier;
14. food spoilage;
15. leaving property at an unoccupied construction site; or
16. purchases lost or misplaced.

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 purchases are not covered:

1. travelers checks, tickets of any kind, negotiable instruments (including, but not limited to, gift certificates, gift cards and giftchecks), cash or its equivalent;
2. animals or living plants;
3. rare stamps or coins;
4. consumable or perishable items with limited life spans (including, but not limited to, perfume, light bulbs, batteries);
5. antique or previously owned items;
6. motorized vehicles and watercraft, aircraft, and motorcycles or their motors, equipment, parts or accessories;
7. stolen or damaged property consisting of articles 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;
8. items purchased for resale, professional, or commercial use;
9. permanent household and/or business fixtures, including, but not limited to, carpeting, flooring and/or tile;
10. business fixtures, including, but not limited to, air conditioners, refrigerators, heaters; and
11. hospital, medical and dental equipment and devices.

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. To insure prompt processing of Your claim, report any theft or damage immediately following the date of the Covered Incident, including for gifts purchased with the Card. Retain Your receipts and Your damaged property (if applicable) until the claim process is complete.

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 **1-800-322-1277** or, if from overseas, by calling collect **1-303-273-6498**. You may also write to Us at Purchase

Protection, PO Box 402, Golden CO 80402-0402. 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 a claim form 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. a Purchase Protection Claim Form;
2. the original itemized store receipt;
3. the insurance declaration forms for Your other sources of insurance or indemnity (e.g., homeowner's or renter's insurance);
4. a photograph of and/or repair estimate for the damaged property; and
5. for theft and vandalism claims, a report regarding the stolen or vandalized property must be filed with the appropriate authority before You call to file a claim under Purchase Protection.

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 send in the damaged property at Your expense for further evaluation of Your claim. If requested, You must send in the damaged property within thirty (30) days (for residents of North Dakota sixty (60) days) from the date of Our 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; Change

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 remain 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.

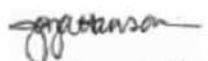
IMPORTANT ADDITIONAL INFORMATION FOR YOU

For those eligible and enrolled in the Membership Rewards® program, benefits are also paid when the purchased property is received through the 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, excluding shipping and handling expenses. Benefits will not be paid when a Membership Rewards redemption certificate has been transferred to a non-eligible Cardmember or non-Cardmembers.

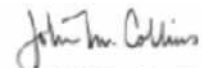
This Description of Coverage replaces any other Description of Coverage that You may have previously received for Purchase Protection.

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:



Joy A. Hanson, President
AMEX Assurance Company



John M. Collins, Secretary
AMEX Assurance Company

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

APPLICABLE FOR RESIDENTS IN THE STATE OF ARIZONA

Purchase Protection is governed by form numbers PP-IND-CCSG1 07/07, PP-IND-CCSG2 07/07, PP-IND-OSBN1 07/07, PP-IND-OSBN2 07/07 and PP-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 herein.

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.

APPLICABLE FOR RESIDENTS OF THE STATE OF INDIANA

Questions regarding your policy should be directed to:

AMEX Assurance Company: 1-800-225-3750

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

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

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

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

APPLICABLE FOR RESIDENTS OF THE STATE OF OREGON

In the Exclusions section the following are removed:

4. violation of a criminal law, offense or infraction;
6. 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 a claim form 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. Purchase Protection Claim Form;
2. the original itemized store receipt;
3. the insurance declaration forms for Your other sources of insurance or indemnity (e.g., homeowner's or renter's insurance);
4. a photograph of and/or repair estimate for the damaged property; and
5. or theft and vandalism claims, a report regarding the stolen or vandalized property must be filed with the appropriate authority before You call to file a claim under Purchase Protection.

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 send in the damaged property at Your expense for further evaluation of Your claim. If requested, You must send in the damaged property within ninety (90) days from the date of Our request to remain eligible for coverage.

PP-RDR1-OR 05/07

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

**APPLICABLE FOR RESIDENTS OF THE
STATE OF TEXAS**

**IMPORTANT NOTICE
FOR TEXAS RESIDENTS**

**TO OBTAIN INFORMATION OR MAKE A
COMPLAINT:**

You may call AMEX Assurance's toll-free telephone
number for information or to make a complaint at:

[1-800-225-3750]

You may also write to AMEX Assurance Company at:

AMEX Assurance Company
[MC: 180219 19640 N. 31st Ave.
Phoenix, AZ 85027]

You may contact the Texas Department of
Insurance to obtain information on companies,
coverages, rights or complaints at:

[1-800-252-3439]

You may write the Texas Department of
Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you
have a dispute concerning your premium or about
a claim you should contact the company first. If
the dispute is not resolved, you may contact the
Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This
notice is for information only and does not become a
part or condition of the attached document.

**AVISO IMPORTANTE
PARA LOS RESIDENTES DE TEXAS**

**PARA OBTENER INFORMACION O PARA
SOMETER UNA QUEJA:**

Usted puede llamar al numero de telefono gratis
de AMEX Assurance Company's para informacion
o para someter una queja al

[1-800-225-3750]

Usted tambien puede escribir a AMEX
Assurance Company:

AMEX Assurance Company
[MC: 180219 19640 N. 31st Ave.
Phoenix, AZ 85027]

Puede comunicarse con el Departamento de
Seguros de Texas para obtener informacion acerca de
companies, coberturas, derechos o quejas al

[1-800-252-3439]

Puede escribir al Departamento de
Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# (512) 475-1771
Web: www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si
tiene una disputa concerniente a su prima o a un
reclamo, debe comunicarse con la compania primero.
Si no se resuelve la disputa, puede entonces
comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA: Este aviso es solo
para proposito de informacion y no se convierte en
parte o condicion del documento adjunto.

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:

The Company has the right to cancel the Policy 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.

PP/EW-RDR1-VT 05/07

APPLICABLE FOR RESIDENTS OF YOUR STATE

In the **Exclusion** section, **Exclusion** number 16 is being added and made part of the Description of Coverage:

16. Purchases lost or misplaced.

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. 31st 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.

PP-RDR1-

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Notes

An Important Notice Concerning Your Privacy

This Privacy Notice is addressed to United States purchasers of the American Express *GlobalTravel* Card. This Notice explains how we collect, use and safeguard information about you and how to limit the use and disclosure of your information. In this Notice, “American Express,” “we,” “our,” and “us” refer to American Express Travel Related Services Company, Inc. (the issuer of the American Express *GlobalTravel* Card), American Express Centurion Bank and American Express Bank, FSB. These entities are “Affiliates” of each other, which are companies in the American Express family that are related to each other by common ownership or control. Our Affiliates also include publishers, credit card, charge card and travelers cheques issuers, travel agents and providers of Card-related insurance services. The cards that we issue are called “Cards.” Purchasers and holders of those Cards are called “Purchasers,” “Cardmembers” or “you(r).”

What Information Do We Collect?

We obtain information about you from a variety of sources. You provide us with information about yourself, for example, when you purchase a Card. This includes your name, address, social security number, and income and asset information. Your use of the Card and your other transactions with us and our Affiliates provide us with additional information, such as your spending and payment history. Other sources, such as credit reporting agencies and providers of marketing information, furnish us with additional information about your credit history, purchasing preferences, and other matters. We also obtain information about you in connection with our efforts to protect against fraud. We call all of this information “Cardmember Information.”

What Do We Do with Cardmember Information?

We use Cardmember Information in connection with delivering products and services to you. To do this it is often necessary to share it with our Affiliates and other companies we work with. These may include companies that manage Cards, offer affinity, frequent-user, and reward programs, companies that perform marketing services and other business operations for us, and companies whose products or services are provided as a benefit of your Card. We may also share Cardmember Information with other financial institutions with whom we jointly offer products and services. And we may disclose it to other third parties as permitted by law. For example, we disclose Cardmember Information in response to subpoenas, to credit reporting agencies, and to help prevent fraud.

Information We Share with Our Affiliates

You can inform us not to share with our Affiliates credit-related information (except as permitted by law), such as your credit

history as shown on a consumer report. If you make this choice, we are permitted by law to share with our Affiliates information about our transactions and experiences with you, such as your transaction history.

Valuable Partner Offers

We work with carefully selected business partners, such as merchants that accept the Card, so that you may receive offers for their products and services. We use Cardmember Information to help make these offers more relevant and valuable to you. If you respond to one of these offers, the business partner will know certain information about you, such as your name, that you are a Purchaser or Cardmember, and that you met the qualifications established for the offer. You can inform us not to send you these offers.

Your Choices

Please let us know if you do not want us to use your Purchaser or Cardmember Information to communicate with you by mail or telephone about offers, including exclusive partner offers and offers from our Affiliates, or share your credit-related information with our Affiliates, by calling us at 1-800-722-8614. For email communications, you may follow the unsubscribe instructions that are located at the bottom of e-mail messages you receive from us. If you make these choices, you may not learn about products, services and features, including discounts and other special offers, we believe may be of interest to you and add value to your membership.

If you have other relationships with us, you will receive additional privacy notices that apply to those relationships. Please note that any choices you make will only apply to your American Express *GlobalTravel* Card.

If you make choices not to receive offers as indicated above, we may still include notices and information about the Card and other products and services when communicating with you about your Card and related products and services.

Information Security

We use reasonable administrative, technical and physical security measures to protect your Cardmember Information.

Former Customers

If you cancel your Card, or your Card is suspended, we will continue to treat and safeguard Cardmember Information about you as described in this Notice.

For Vermont Cardmembers Only

If your Card is associated with a Vermont address, we will automatically treat your Card as if you had informed us not to share your credit-related information with our Affiliates.



The American Express *GlobalTravel* Card is issued by American Express Travel Related Services Company, Inc.
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