

## RETAIL PROTECTION

### Evidence of Coverage

Pursuant to the below terms and conditions, when an item you bought with your **covered card** is **damaged** or **stolen** within ninety (90) days of purchase, you may be eligible for benefits under this coverage.

Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear in bold and Final Legal Disclosures.

#### A. To get coverage:

- You must purchase the new item entirely with your **covered card** for yourself or to give as a gift.

#### B. The kind of coverage you receive:

- Most items you purchase entirely with your **covered card** are **covered if damaged** or **stolen** for ninety (90) days from the date of purchase as indicated on your **covered card's** receipt.
- Items you purchase with your **covered card** and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage benefit.

#### C. Coverage limitations:

- Coverage is limited to the lesser of the following:
  - The actual cost of the item (excluding delivery and transportation costs).
  - A maximum of \$1,000 per loss and a total of \$50,000 per card member account per twelve (12) month period.
- Purchases that are made up of a pair or set will be limited to the cost of repair or replacement of the specific item **stolen** or **damaged**. If the specific item cannot be replaced individually or repaired, the value of the pair or set will be covered not to exceed the limits above.
- Coverage for **stolen** or **damaged** jewelry or fine art will be limited to the actual purchase price as listed on your credit card statement, regardless of sentimental or appreciated market value.

#### D. What is NOT covered:

- Items left in public sight, out of arm's reach, lacking care, custody or control by the **card member**.
- Lost items, and items that mysteriously disappear (the only proof of loss is unexplained or there is no physical evidence to show what happened to the item) without any evidence of a wrongful act.
- Items that are **stolen** from any location or place (including, but not limited to, exercise facilities, places of employment, schools, or places of worship) due to the lack of due diligence by you or another party.
- Items lost, **stolen**, **damaged**, or mis-delivered while under the care, custody, and control of another party or common carrier (including, but not limited to, airlines, the U.S. Postal Service, UPS, FedEx, or other delivery services).
- Losses due to normal wear and tear, misuse, gradual deterioration, and/or abuse.
- Losses resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Losses that cannot be verified or substantiated.
- Items covered by a manufacturer's recall or class action suit.
- Items that you **damage** through alteration (including, but not limited to, cutting, sawing, shaping).
- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Stolen** items without documented report from the police.
- Items that are **damaged** during transport via any mode.
- Items **stolen** from the interior or exterior of a watercraft/boat, aircraft, motorcycle, automobile or any other motor vehicles.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Motorized equipment not designed for transportation and used solely for the upkeep and maintenance of a residence is eligible for coverage (including, but not limited to, snow thrower, lawn mowers, and hedge trimmers).
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.

- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare, or precious metals, stamps, and coins, currency or its equivalent.
- Losses caused by insects, animals, or pets.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Items purchased for resale, rental, professional, or commercial use.
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods, or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, computer programs, operating software, and other software.
- Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or **damage** by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Losses caused by liquids, fluids, oils, chemicals, or bodily fluids/excretions.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- Items **stolen** or **damaged** at a new home construction site.
- Rented, leased, or borrowed items for which you will be held responsible.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Interest or conversion fees that are charged to you on the **covered card** by the financial institution.

#### E. How to file a claim:

- Call the **Administrator** at 800-734-1289 to request a claim form. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the date you report the claim:
  - Completed and signed claim form.
  - Repair estimate for **damaged** item(s).
  - Photograph clearly showing **damage**, if applicable.
  - Receipt showing purchase of covered item(s).
  - Statement showing purchase of covered item(s).
  - Report from police listing any items **stolen**.
  - Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renter's, or auto insurance policy).
    - Any other documentation that may be reasonably requested by us or our designated representative to validate a claim.

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## EXTENDED WARRANTY

### Evidence of Coverage

Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear in bold and Final Legal Disclosures.

#### A. To get coverage:

- You must purchase the new item entirely with your **covered card** and/or accumulated points from your **covered card** for yourself or to give as a gift.
- The item must have an original manufacturer's (or U.S. store brand) warranty of twelve (12) months or less.

#### B. The kind of coverage you receive:

- Extended Warranty doubles the original manufacturer warranty up to a maximum of twelve (12) months on most items you purchase. For products with multiple warranty components, each warranty time period will be extended up to a maximum of twelve (12) months. Should you

fail to properly register the original warranty as required by manufacturer, we will only double the actual warranty time period that you received from the manufacturer. An example of a product with multiple warranty components includes an appliance with original manufacturer's (or U.S. store brand) warranties that differ for parts, labor, compressor, etc.

- If you purchase a service contract or an optional extended warranty of twelve (12) months or less on your item, we will cover up to an additional twelve (12) months after both the original manufacturer's (or U.S. store brand) warranty and the purchased service contract or extended warranty coverage period end. If your service contract or extended warranty exceeds twelve (12) months, this coverage does not apply.
- If you do not have an additional service contract or an optional extended warranty, this Extended Warranty benefit commences the day after your original manufacturer's (or U.S. store brand) warranty expires.

#### C. Coverage limitations:

- The maximum benefit for repair or replacement shall not exceed the actual amount charged on your **covered card** or \$10,000, whichever is less.
- If either the original manufacturer's (or U.S. store brand) warranty or the service contract covers more than twelve (12) months, this benefit will not apply.
- We or our **administrator** will decide if a covered failure will be repaired or replaced, or whether you will be reimbursed up to the amount paid for the item. Items will be replaced with those of like kind and quality. However, we cannot guarantee to match exact color, material, brand, size, or model.

#### D. What is NOT covered:

- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a manufacturer warranty (repair or replacement amount will not include market value at time of claim); recycled, previously owned, refurbished, rebuilt, or remanufactured items; product guarantees (e.g., glass breakage).
- Floor models that do not come with an original manufacturer warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Parts, if purchased separately, may be covered.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Professional Services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals.)
- Application programs, operating software, and other software.
- All types of media with stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, film and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Indirect or direct damages resulting from a covered loss.
- Mechanical failure arising from product recalls.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband, illegal activity, or acts.
- Mechanical failures caused by normal wear and tear or gradual deterioration where no failure has occurred.
- Items purchased for resale, professional, or commercial use.
- Mechanical failures caused by lack of maintenance/service.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Physical damage to the item.
- Any exclusion listed in the original manufacturer's warranty.
- Interest or conversion fees that are charged to you on the **covered card** by the financial institution.

#### E. How to file a claim:

- Call the **Administrator** at 800-734-1289 to request a claim form. You must report the claim within sixty (60) days of the failure or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days from the date of

failure or the claim may not be honored:

- Completed and signed claim form.
- Receipt showing covered item(s).
- Statement showing covered item(s).
- Itemized purchase receipt(s).
- Original manufacturer's (or U.S. store brand) warranty.
- Service contract or optional extended warranty, if applicable.
- Itemized repair estimate from a factory authorized service provider.

- Any other documentation that may be reasonably requested by us or our designated representative to validate a claim.

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## FINAL LEGAL DISCLOSURE

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are purchased and provided free to you, but non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

Retail Protection and Extended Warranty coverage is provided under a Group Policy of insurance issued by Virginia Surety Company, Inc. This Guide to Benefits is intended as a summary of benefits provided to you. The attached Key Terms and **EOC** and all the information about the insurance benefits listed in this Guide to Benefits is governed by the conditions, limitations, and exclusions of the Group Policy.

#### Privacy Notice:

As the insurer of the **covered card** coverage described herein, Virginia Surety Company, Inc. ("VSC") collects personal information about you from the following sources: Information the insurer gathers from you, from your request for insurance coverage or other forms you furnish to the insurer, such as your name, address, telephone number, and information about your transactions with the insurer such as claims made and benefits paid. The insurer may disclose all information it collects, as described above, to companies that perform administrative or other services on our behalf solely in connection with the insurance coverage you have received. The insurer does not disclose any personal information about former insureds to anyone, except as required by law. The insurer restricts access to personal information about you to those employees who need to know that information in order to provide coverage to you. The insurer maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information. Should you have any questions about the insurance procedures or the information contained within your file, please contact the insurer by writing to:

Compliance Department  
Virginia Surety Company, Inc.  
175 West Jackson Blvd., Chicago, IL 60604

#### Effective date of benefits:

Effective September 1, 2019, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at anytime. Notice will be provided for any changes.

#### Cancellation:

The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all **card members**. If the Policyholder does cancel these benefits, you will be notified at least sixty (60) days in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

**Benefits to you:** These benefits apply only to **card members** whose cards are issued by U.S. financial institutions. The United States is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the **card member** shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for

any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

**Transfer of rights or benefits:** No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim **administrator** for these benefits.

**Misrepresentation and Fraud:** Benefits shall be void if the **card member** has concealed or misrepresented any material facts concerning this coverage.

**Dispute Resolution – Arbitration:** This **EOC** requires binding arbitration if there is an unresolved dispute between You and VSC concerning this **EOC** (including the cost of, lack of or actual repair or replacement arising from a loss). Under this Arbitration provision, You give up your right to resolve any dispute arising from this **EOC** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing You and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or VSC must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. You and VSC will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and VSC. Unless otherwise agreed to by You and VSC, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this **EOC**. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this **EOC** and all transactions contemplated by this **EOC**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **EOC**.

**Due Diligence:** All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

**Subrogation:** If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or **card member** who receives payment under these benefits must transfer to the insurance company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from the **card member**.

**Salvage:** If an item is not repairable, the claim **administrator** may request that the **card member** or gift recipient send the item to the **administrator** for salvage at the **card member's** or gift recipient's expense. Failure to remit the requested item for salvage to the claim **administrator** may result in denial of the claim.

**Other Insurance:** Coverage is secondary to any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. **Receipt and/or possession of this Guide to Benefits does not guarantee coverage or coverage availability.**

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# CREDIT ONE BANK AMERICAN EXPRESS® CARD GUIDE TO BENEFITS FOR CARD MEMBERS

Important information. Please read and save.

This Guide to benefits contains detailed information about insurance and retail protection services you can access as a Credit One Bank American Express card member. This Guide supersedes any guide or program description you may have received earlier.

For more information on any of these services, call

**855-327-1471 Toll Free**  
**312-935-3697 Worldwide Collect**  
**855-808-7569 Amex Travel**  
**877-825-3242 Credit One Bank Customer Service**

For more information, call 855-327-1471.

"Card" refers to Credit One Bank American Express® Card and "Card member" refers to a Credit One Bank American Express card member.

## WORLDWIDE TRAVEL ACCIDENT INSURANCE

Worldwide Travel Accident Insurance: Provides accidental death or dismemberment insurance while traveling on a common carrier, (plane, train, ship or bus). Worldwide Travel Accident Insurance provides coverage up to \$150,000. Certain exclusions, restrictions and limitations apply.

Toll Free: 855-327-1471 Worldwide Collect: 312-935-3697  
Claims: 855-231-2867; fax: 855-830-3728  
Available: 8 am – 8 pm EST Monday through Friday  
8 am – 12 noon EST Saturdays

All other times, including holidays, a telephone call-in service is provided.

### Terms and Conditions

Worldwide Travel Accident Insurance  
Certain limitations and exclusions apply.

**Definitions you should know: Unmarried Dependent Children:** Unmarried Dependent Child(ren) means children who are primarily dependent upon the Insured for maintenance and support and who are: under the age of 19 and reside with the insured; beyond the age of 19 who are permanently mentally or physically disabled and incapable of self support; or under the age of 25 and a full-time student at an institute of higher learning. **Domestic Partner:** Domestic Partner means a person designated by the Primary Insured Person who is registered as a Domestic Partner under laws of the governing jurisdiction or who: 1) is at least 18 years of age and competent to enter into a contract; 2) is not related to the Primary Insured Person by blood; 3) has exclusively lived with the Primary Insured Person for at least one (1) year prior to the date of enrollment; 4) is not legally married or separated; and 5) as of the date of enrollment, has with the Primary Insured Person at least two (2) of the following financial arrangements: a) a joint mortgage or lease; b) a joint bank account; c) joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease; or d) a joint credit card account with a financial institution. **Insured:** Insured means a Card member, or such Card member's spouse or Domestic Partner, or Unmarried Dependent Children, when such person has purchased Common carrier passage fare entirely with the Card member's Card. **Card member:** Card member means a holder of any Credit One Bank American Express® Card whose name is embossed, printed or otherwise affixed on such Card, or who has entered into an agreement with Credit One Bank, N.A. for the extension of credit to be used to purchase goods and services from merchants participating on the American Express network. **Common Carrier:** Common Carrier means any licensed land, water or air conveyance operated by those whose occupation or business is the transportation of persons or things without discrimination and for hire. **Common Carrier Covered Trip** means travel on a Common Carrier when the entire cost of the passenger fare for such transportation, less redeemable certificates, vouchers, coupons, frequent flier points or rewards points has been charged or debited to an Insured Person's Account. Coverage also includes travel on a Common Carrier when the entire cost of the passenger fare is paid for by frequent flier points or rewards points provided that all of the points were accumulated on that card Account. **Member:** Member means hand or foot. **Loss:** Loss means, with respect to a hand, complete severance through or above the knuckle joints of at least 4 fingers on the same hand; with regard to thumb and index finger, means complete severance through or above the knuckle joints of the thumb and index finger of the same hand; with respect to a foot, complete severance through or above the ankle joint; with respect to eye, means the permanent loss of vision in one eye. Remaining vision must be no better than 20/200 using a corrective aid or device as determined by a physician; with respect to hearing, means the permanent and irrecoverable loss of hearing in both ears, as determined by a physician, with respect to speech, means the permanent and irrecoverable total loss of the capability of speech without the aid of mechanical devices, as determined by a physician. **Benefit Amount:** Benefit Amount means the Loss amount applicable at the time the passenger fare is charged to a Card account. **Card:** Card means a payment card or other payment device or method linked to or representing a credit or charge account issued by Credit One Bank, N.A. in the United States under license from American Express, which can be used to purchase goods and services from merchants participating on the American Express network. Covered Cards include the Credit One American Express® Card.

**The Plan.** As the holder of a Card (the "Card"), you, your spouse or Domestic Partner, and Unmarried Dependent Children will be automatically insured against accidental loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any Common Carrier on which the Insured Person has purchased passage; or 2) riding as a passenger in, entering or exiting any Conveyance licensed to carry the public for hire or any Courtesy Transportation provided without a specific charge and while traveling to or from the airport, terminal or station; a) immediately preceding the departure of the scheduled Common Carrier on which the Insured Person has purchased passage; or b) immediately following the arrival of the scheduled Common Carrier on which the Insured Person was a passenger; or 3) at the airport, terminal or station at the beginning or end of the Common Carrier Covered Trip. If the passenger fare has not been charged

to your Card Account prior to your arrival at the airport, terminal or station, coverage begins at the time the travel passenger fare is charged to your Card Account.

**Eligibility.** This travel insurance plan is automatically provided to eligible Credit One Bank American Express® Card members with the following BIN Numbers: 379363, 379364, and 379365. It is not necessary for you to notify Credit One Bank, N.A., the administrator or Federal Insurance Company (the "Company") when tickets are purchased.

**The Cost.** This travel insurance plan is provided at no additional cost to eligible Insureds. Credit One Bank, N.A. pays the premium out of revenues generated in part from the Card.

**Beneficiary.** The Loss of Life benefit will be paid to the beneficiary designated by the Insured. If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order: a) the Insured's spouse or Domestic Partner, b) the Insured's children, c) the Insured's parents, d) the Insured's brothers and sisters, e) the Insured's estate. All other indemnities will be paid to the Insured.

**Maximum Benefit Amount:** \$150,000.

#### TABLE OF LOSS

LOSS OF LIFE .....	\$150,000
<b>DISMEMBERMENT</b>	
Loss of both hands, both feet, sight of both eyes or a combination of any two of a hand, foot or sight of any eye .....	\$150,000
Loss of speech and hearing .....	\$150,000
Loss of speech or hearing and one hand, foot or sight of an eye .....	\$150,000
Loss of one hand or one foot or entire sight of one eye .....	\$75,000
Loss of speech or hearing.....	\$75,000
Loss of thumb and index finger on the same hand .....	\$37,500

The Loss must occur within one year of the accident.

The Company will pay the single largest applicable Benefit Amount. In no event will duplicate request forms or multiple Card accounts obligate the Company in excess of the stated Benefit Amounts for any one loss sustained as the result of any one accident by any one individual Insured.

In the event of multiple accidental deaths per Card account arising from any one accident, the Company's liability for all such losses will be subject to a maximum limit of insurance equal to two times the Benefit Amount for loss of life. Benefits will be proportionately divided among the Insured up to the maximum limit of insurance.

#### Extensions Of Insurance

Extensions of Insurance are subject to the provisions of the policy, and all other policy terms and conditions.

Disappearance - If an Insured Person has not been found within one (1) year of the disappearance, stranding, sinking, or wrecking of any Conveyance in which an Insured Person was an occupant at the time of the Accident, then it will be assumed, subject to all other terms and conditions of this policy, that an Insured Person has suffered Loss of Life insured under this policy.

Exposure If an Accident resulting from an insured hazard causes an Insured Person to be unavoidably exposed to the elements and as a result of such exposure an Insured Person has a Loss, then such Loss will be insured under this policy.

**Exclusions.** This insurance does not cover loss resulting from:

- an Insured's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection (except bacterial infection caused by an accident or from accidental consumption of a substance contaminated by bacteria), or bodily malfunctions;
- a counterfeit Scheduled Airline or Amtrak Train ticket; or a Scheduled Airline or Amtrak Train ticket which is charged to a fraudulently issued or fraudulently used Account card;
- commission or attempted commission of a felony or engaging in an illegal occupation;
- being intoxicated at the time of an **Accident**. Intoxication is defined by the laws of the jurisdiction where such **Accident** occurs;
- being under the influence of any narcotic at the time of the **Accident**. This exclusion does not apply if the narcotic is taken and used as prescribed by a **Physician**;
- participation in military action while in active military service with the armed forces of any country or established international authority. However, this exclusion does not apply to the first sixty (60) consecutive days of active military service with the armed forces of any country or

established international authority

- suicide, attempted suicide or intentionally self-inflicted injuries;
- declared or undeclared war, but war does not include acts of terrorism;
- This insurance does not cover loss from commutation, meaning travel between the Insured's residence and regular place of employment

**Effective Date.** This insurance is effective on the date your Card Account becomes eligible and will cease on the date the Master Policy 9908-5389 is terminated or on the date your Card Account terminates or ceases to be in good standing, whichever occurs first.

**Claim Notice:** Written Notice of Claim must be given to us or any of our appointed agents or brokers within twenty (20) days after the occurrence or commencement of any Loss covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the Insured Person and Policyholder. Failure to give Notice of Claim within twenty (20) days will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

**Claim Forms:** When we receive notice of a claim we will send the Insured Person or the Insured Person's designee, within fifteen (15) days, forms for giving us Proof of Loss. If the Insured Person or the Insured Person's designee does not receive the forms, the Insured Person or the Insured Person's designee should send us a written description of the Loss. This written description should include information covering the occurrence, character and extent of the Loss for which claim is made.

**Proof of Loss:** For claims involving disability, written Proof of Loss must be given to us within thirty (30) days after commencement of the period for which we are liable.

Subsequent written proof of the continuance of such disability must be given to us at such intervals as we may reasonably require. Failure to give written Proof of Loss within these time frames will not invalidate or reduce any claim if notice is given as soon as reasonably possible, and in no event, except in cases where the claimant lacks legal capacity, later than one (1) year after the deadline to submit written Proof of Loss. For all claims except those involving disability, written Proof of Loss must be given to us within ninety (90) days after the date of Loss, or as soon as reasonably possible.

**Claim Payment:** For benefits payable involving disability, we will pay the Insured Person or beneficiary the applicable Benefit Amount no less frequently than monthly during the continuance of the period for which we are liable. At the end of this period, we will immediately pay any remaining balance of the Benefit Amount. All payments by us are subject to receipt of written Proof of Loss. For all benefits payable under this policy except those for disability, we will pay the Insured Person or beneficiary the applicable Benefit Amount within sixty (60) days after we receive a complete Proof of Loss, if the Insured Person and Policyholder have complied with all the terms of this policy.

Coverage is underwritten by Federal Insurance Company, "a Chubb Company." 202B Hall's Mill Road, PO Box 1650, Whitehouse Station, New Jersey 08889-1650.

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is simply an informative statement of the principal provisions of the insurance while in effect.

Complete provisions pertaining to this plan of Insurance are contained in Master Policy 9908-5389, on file with American Express.

If this plan does not conform to your state statutes, it will be amended to comply with such laws. If a statement in this description of coverage and any provision in the policy differ, the policy will govern.

To obtain a claim form contact the Claim Administrator, Crawford and Company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Broadspire, a Crawford Company P.O. Box 459084, Sunrise, FL 33345, PHONE NUMBER 855-231-2867 Fax Number 855-830-3728.

**Fraud Warning.** Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, which is a crime. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant or Insured Person.

## CAR RENTAL LOSS & DAMAGE INSURANCE

Car Rental Loss & Damage Insurance: Provides coverage in excess of other insurance against damage to or loss of a rental vehicle. Coverage applies when the entire rental fee is charged to your Card Account and any coverage against Damage or Loss available from the Licensed Rental Agency is rejected.

Toll Free: 855-327-1471 Worldwide Collect: 312-935-3697  
Claims: 855-231-2867; fax: 855-830-3728  
Available: 8 am – 8 pm EST Monday through Friday  
8 am – 12 noon EST Saturdays

All other times, including holidays, a telephone call-in service is provided.

### Terms and Conditions

Car Rental Loss & Damage Insurance  
Certain limitations and exclusions apply.

**Definitions You Should Know: Insured:** Insured means a Card member who charges the entire cost of a Rented Automobile using his/her Card Account. **Card member:** Card member means a holder of a Credit One Bank American Express® Card whose name is embossed, printed or otherwise affixed on a Card, or who has entered into an agreement with Credit One Bank, N.A. for the extension of credit to be used to purchase goods and services from merchants participating on the American Express network. **Card:** Card means a payment card or other payment device or method linked to or representing a credit or charge account issued by Credit One Bank, N.A. in the United States under license from American Express, which can be used to purchase goods or services from merchants participating on the American Express network. **Rented Automobile:** Rented Automobile means a four-wheeled private passenger type motor vehicle or a mini-van manufactured and designed to transport a maximum of seven passengers and used exclusively to carry passengers. A Rented Automobile must be designed for travel on public roads and rented from a licensed rental agency. Off-road, antique or limited-edition vehicles are excluded, as are trucks, recreational vehicles, campers, pickup trucks and minibuses. **Damage or Loss:** Damage or Loss means direct and accidental loss to a Rented Automobile. **Actual Cash Value:** Actual Cash Value means the cost to repair or replace the Damage or Loss to the Rented Automobile at the time of loss, less depreciation. **Licensed Rental Agency:** Licensed Rental Agency means a commercial automobile rental company licensed under the laws of the applicable jurisdiction. **Excess Coverage:** Excess Coverage means that the Insured will be reimbursed only for losses/expenses not covered by other plans or programs, such as a partial collision damage waiver, any personal auto insurance, employer's auto insurance or reimbursement plan or other sources of insurance. When these other plans apply, an Insured must first seek payment or reimbursement from such plans, and receive a determination based on the stated terms of such other plans, that any such plans do not provide complete coverage, prior to such time as the Insured can be reimbursed through Excess Coverage.

**The Plan.** As an eligible Insured, you may receive reimbursement for repair or replacement of the Rented Automobile as a result of Damage or Loss to the Rented Automobile anywhere in the United States & Canada. Reimbursement will be on an Actual Cash Value basis, for loss for which the Insured is responsible. Coverage applies provided the entire rental fee for Rented Automobile, less redeemable certificates, vouchers, coupons, frequent flier points or rewards points has been charged or debited to an Insured Person's Account. Coverage also applies when the entire rental fee is paid for by frequent flyer points or rewards points provided that all of the points were accumulated on the covered card Account.

**For Insureds Who are New York State Residents.** To the extent that this plan provides insurance against damage to a rented motor vehicle, the following additional terms and conditions apply: (1) The period of insurance coverage will not exceed thirty-one (31) consecutive days; (2) The insurance provided by this plan will be Excess Coverage over any other valid and collectible insurance covering the rented motor vehicle. However, the insurance provided under this plan may be primary if specifically provided for under the terms of this plan and if the following criteria are met: (a) The motor vehicle is rented for use outside the United States, its territories and possessions; and (b) The motor vehicle is rented without a driver. All other terms and conditions which do not conflict with this paragraph continue to apply.

**Eligibility.** This Damage or Loss protection is provided to you, as an Insured, automatically when, and only when, the entire rental fee for the Rented Automobile is charged to your Card Account, provided however, you reject, at the time of rental, any coverage against Damage or Loss available from the Rental Agency. It is not necessary for you to notify Credit One Bank, N.A., the administrator or the Federal Insurance Company (the "Company") at the time the rental fee is charged to your Card.

**The Cost.** This coverage is provided at no additional cost to eligible Insureds under the Master Policy 9908-5388 issued to American Express Travel Related Services Company, Inc., by Federal Insurance Company (the "Company").

**Length of Coverage.** The coverage period will not exceed thirty-one (31) consecutive days.

**Amount of Insurance.** The Company's liability will be for a maximum reimbursement of \$50,000 per rental. From the amount of reimbursement due the Insured, the amount of any valid and collectible insurance will be deducted. In no event will the Company be liable beyond the amounts actually paid by the Insured. The insured must file a claim with their primary insurance as this policy is Excess Coverage.

**Exclusions.** Coverage does not apply to loss resulting from the following: • Any dishonest, fraudulent or criminal act of the Insured. • Forgery by the Insured. • Loss due to war or confiscation by authorities. • Loss due to nuclear reaction or radioactive contamination. • The Insured being intoxicated, as defined by the laws of the jurisdiction where the loss occurred, or under the influence of any narcotic unless prescribed by a physician. • Intentional damage to the Rented Automobile by the Insured. • Damage which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage results from a theft covered by the plan. • Damage to tires unless damaged by fire, malicious mischief or vandalism, or stolen, or unless the loss be coincident with a covered loss. • Use of the Rented Automobile to carry passengers and property for hire. • Use of the Rented Automobile in tests, races or contests. • Use of the Rented Automobile by a person other than the one authorized to operate the Rented Automobile by the terms of the Rental Agreement. • The Rented Automobile being operated or located in any territory prohibited by the terms of the Rental Agreement. • Loss of use of the Rented Automobile.

**Vehicles NOT covered.** • Trucks, recreational vehicles, campers, pickup trucks and mini-buses. • Limited-edition motor vehicles which are defined as high-value, exotic, high-performance or collector-type vehicles. • High-value motor vehicles which are defined as motor vehicles whose replacement value exceeds \$50,000. • Antique motor vehicles which are defined as any vehicle over 25 years old, or any vehicle which has not been manufactured for 10 years or more.

**Effective Date.** This plan is effective on the date your card account becomes eligible and expires when the Master Policy 9908-5388 terminates (in which case you will be notified by Credit One Bank, N.A.), or on the date you no longer qualify as an eligible Insured (i.e., on the date your Card account terminates or ceases to be in good standing), or on the expiration date of the applicable coverage period for the Insured, whichever occurs first.

**Misrepresentation and Fraud.** Coverage of the Insured will be void if, at any time, the Insured has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or the interest of the Insured herein, or in case of any fraud or false swearing by the Insured relating thereto.

**Claim Procedure.** The Insured must send the Company written notice of a claim, including the Insured's name and policy number, within 45 days after Damage or Loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. In addition, the Insured must send the following information to the Company or its authorized representative: • A copy of the Card account statement showing the charge for the Rented Automobile. • A copy of the automobile rental agreement. • A copy of the police report pertaining to Damage or Loss. • A copy of the initial claim report submitted to the automobile Rental Agency. • A copy of the paid claim presented by the automobile Rental Agency for the Damage or Loss for which the Insured is responsible. • Proof of submission of the Loss to and the results of any settlement or denial by the applicable insurance carrier(s). • If no other insurance is applicable, a notarized statement from the Insured to that effect.

**To File a Claim.** To obtain a claim form contact the Claim Administrator, Broadspire, a Crawford Company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Broadspire, a Crawford Company P.O. Box 459084, Sunrise, FL 33345, PHONE NUMBER 855-231-2867 Fax Number 855-830-3728.

## RETURN PROTECTION

Return Protection offers Card members guaranteed product satisfaction on designated items purchased entirely with an eligible Credit One Bank American Express® Card. If you try to return a designated item within 90 days from the date of purchase and the merchant refuses to take it back in accordance with its own return policies, AXA will refund the full purchase price, up to \$300.00 per item, excluding shipping and handling, and up to a maximum of \$1,000.00 annually per Card member Account.

### 24-hour toll-free access worldwide:

To facilitate obtaining the services, AXA will offer multi-lingual telephonic and facsimile access, where available, 24 hours a day, 365 days a year.

### For 24-hour assistance call:

Toll Free number – 855-327-1471  
Collect number – 312-935-3697

### Terms and Conditions

This document details the assistance services provided by AXA Assistance USA, Inc. ("AXA") and for which you may be eligible as described herein.

**Definitions You Should Know: Card member:** Card member means a person who has entered into an agreement establishing an account with Credit One Bank, N.A. which entitles such person to make purchases at merchants using a card or other payment method or device issued by Credit One Bank, N.A. in the United States under license from American Express. **Covered Person:** Covered Person means a Card member.

**Eligibility:** In order to be eligible for the services and benefits described below, offered by Credit One Bank, N.A. and provided through AXA, you must be a Card member as defined below.

**Duration of Coverage:** The coverage period of the services described herein, rendered by AXA, runs concurrent with the validity of your Credit One Bank American Express® Card account. If for any reason your Credit One Bank American Express® Card account is terminated or cancelled, your eligibility to receive the services described herein will be immediately canceled.

**Access:** The services and benefits offered in this program will be arranged by AXA. The benefits described herein are non-transferable.

### How to File a Return Protection Request

Once you have verified that the merchant will not accept the designated item, call 800-327-1471 within 90 days of the purchase date to notify AXA of your request. Within 30 days from the date of your initial call, AXA will need to receive the following:

- Original store receipt
- Credit One Bank American Express® Card record of charge for the item
- Any other items reasonably requested by AXA to process your request

Once your request has been approved, you will be instructed to send the purchased item within 30 days. Please keep a record of your shipping statement, as you will need to provide proof of shipping in the event that your designated items are not received. You are responsible for the shipping and handling charges for the item. The cost up to \$300.00 per item and up to a maximum of \$1,000.00 per Card member per year-will be reimbursed to the Card member directly via check on all payable claims.

### Limitations

Purchases must be made in the United States and charged in full on your Credit One Bank American Express® Card. Items purchased on the Internet do not qualify under this program. Purchases must be made from merchants operating within the United States, having a United States business address (not necessarily a retail outlet). A refund will not be paid if, on the date we receive your request for reimbursement or on the date of would-be payment by AXA, any amount on your Credit One Bank American Express® Card account is past due for one or more billing cycle(s) or your card is no longer valid (i.e. cancelled).

Refunds are limited to \$300.00 per designated item, and \$1,000.00 annually per Card member account. The item must be in "like new" condition (not visibly used or worn) and in working order to be eligible. An item is eligible if it may not be returned by the Covered Person to the merchant from

which it was originally purchased. Any item purchased from a merchant that has an established return/satisfaction guarantee program which is greater than or equal to the terms of Return Protection, and provides coverage for claim, will not be eligible for a Return Protection refund. Product rebates, discounts or money received from lowest price comparison programs will be deducted from the original cost of the item. The maximum you will be compensated may not exceed the manufacturer's suggested retail price. Items not eligible for a refund are: animals and living plants; one-of-a-kind items (including antiques, artwork, and furs); limited edition items; going-out-of-business sale items; consumable or perishable Items with limited life spans (such as perfume, light bulbs, non-rechargeable batteries); jewelry (including, but not limited to loose gems, precious stones, metals, and pearls); watches; services and additional costs (such as installation charges, warranties, shipping, or memberships); rare and precious coins; used, altered, rebuilt and refurbished items; custom-built items, cellular phones; pagers; compact discs; digital video discs; mini discs; audiotapes; videotapes; computer software; firmware (such as console/video games, etc.); maps; books of any kind; health care items (such as blood pressure machines and diabetes equipment); formal wear; tickets of any kind; motorized vehicles (such as cars, trucks, motorcycles, boats, or airplanes ) and their parts; land and buildings; firearms; ammunition; negotiable instruments (such as promissory notes, stamps and travelers checks); cash and its equivalent; and items permanently affixed to home, office, vehicles, etc. (such as garage door openers, car alarms). If you have any questions regarding a Return Protection request or the Return Protection program, please call our Customer Service Department at 800-327-1471.

## KEY TERMS

The following Key Terms apply to the following benefits: Retail Protection and Extended Warranty.

### Key Terms:

Throughout this document, You and Your refer to the **card member** or **authorized user** of the **covered card**. We, Us, and Our refer to Virginia Surety Company, Inc.

**Administrator** means TWG Innovative Solutions, Inc., you may contact the **administrator** if you have questions regarding this coverage or would like to make a claim. The **administrator** can be reached by phone at 800-734-1289.

**Authorized User** means an individual who is authorized to make purchases on the **covered card** by the **card member** and is recorded by the Participating Organization on its records as being an **authorized user**.

**Card member** means the person who has been issued an account by the Participating Organization for the **covered card**.

**Covered card** means the Credit One Bank American Express® Card.

**Damage** means items that can no longer perform the function they were intended to do in normal service due to broken parts, material or structural failures.

**Evidence of Coverage (EOC)** means the document describe the terms, conditions, and exclusions. The **EOC**, Key Terms, and Final Legal Disclosures are the entire agreement between You and Us. Representations or promises made by anyone that are not contained in the **EOC**, Key Terms, or Final Legal Disclosures are not a part of your coverage.

**Stolen** means items that are taken by force and/or under duress or the disappearance of the item from a known place under circumstances that would indicate the probability of theft.

**United States Dollars (USD)** means the currency of the United States of America.

KT-CC-EOC (9.08)