

## Summary of Terms and Conditions

This summary of terms and conditions for American Express® Travel Insurance's Gold Travel Protector ("GTP") provides a brief description of the insurance coverage available under the policy. Please read this document carefully. This summary is issued as a matter of information only and confers no rights upon the recipient.

For a sample of the details of the terms, conditions, and exclusions of the policy, please review the sample coverage document, which is provided for informational purposes only, by clicking the "View Sample of Insurance" link located above.

For complete terms, conditions, and exclusions of the Plan, please refer to the Plan documents provided after purchase. The Plan documents upon receipt, as the terms, conditions, and exclusions of the Plan may differ from those set out in this summary due to state by state differences in coverage, and other reasons. This document does not alter, amend or extend the coverage, terms, exclusions and conditions as set forth in the Plan documents.

### Definitions

Certain capitalized terms used in this summary have special meanings, as defined below.

*Covered Person* means the person enrolled in the Plan and any of the enrollee's traveling companions who meet the enrollment requirements of the Plan, and for whom all premiums have been paid. If you pay for coverage on behalf of another person(s), but do not accompany the person(s) on the Covered Trip, you are not a Covered Person. Covered Persons must have a permanent residence within the 50 United States of America, the District of Columbia or territories of the United States.

- *For Residents of Kansas Only:* "Covered Person" means you or your spouse, domestic partner, and your dependent children who have met the enrollment requirements of the Plan, and for whom all premiums have been paid. If you pay for coverage on behalf of another person(s), but do not accompany the person(s) on the Covered Trip, you are not a Covered Person.

*Covered Trip* means:

- For Trip Cancellation/Interruption: a trip by common carrier or scheduled airline, for up to the first 365 days from the date of departure.
- For Global Medical Protection: a trip of a distance greater than 150 miles from the Covered Person's permanent residence, for up to the first 60 days of the trip.
- For Global Trip Delay: a trip taken by the Covered Person on a scheduled airline.
- For Global Baggage Protection: a trip taken by the Covered Person on a scheduled airline, common carrier, or by other means of transportation.
- For Travel Accident Protection: a trip taken by the Covered Person (not including time spent at a temporary residence in excess of 45 days).

*Effective Date* means

- For Trip Cancellation: the date you apply for coverage.
- For Trip Interruption, Global Medical Protection, Global Trip Delay, Global Baggage Protection, and Travel Accident Protection: the designated Covered Trip departure date, as long as your enrollment is received and validated by us prior to the Covered Trip departure date.
- For all benefits, coverage is not in effect unless the premium has been paid.

*Plan* means the American Express Travel Insurance policy.

### Summary Description of Benefits

The following is a summary of benefits available under the Plan. Coverage levels may vary by state. Limitations and exclusions to coverages apply, which may reduce the levels of coverage available to you. Please refer to the Plan documents for complete terms, conditions and exclusions.

- *Trip Cancellation/Interruption:* May provide reimbursement for a Covered Person's covered nonrefundable expenses or certain additional costs incurred for a Covered Trip cancelled before it starts or interrupted for reasons such as illness, injury, death, unemployment, adverse weather, natural disasters, terrorism, travel arrangement cancellation, or other covered events. You can find a complete list of covered events in the "View Sample of Insurance" link located above.
  - We provide this coverage subject to certain limitations and exclusions that include, but are not limited to, the following:
    - Benefits are eligible for unexpected or unintended injury, illness or disease require examination or treatment by a physician or dentist acting within the scope of his or her practice, prior to the cancellation or interruption of the Covered Trip.
    - Benefits related to death of a Covered Person, family member or traveling companion, the death must occur within 30 days of the Covered Persons' scheduled Covered Trip departure date (but after the Covered Trip is purchased) or during the Covered Trip.
    - We will not pay benefits if plans change for reasons other than those specifically listed in the Plan documents. For example, we will not pay benefits for cancellation or interruption of a Covered Trip that results from an event cancellation which was the sole purpose of the trip (such as a wedding, medical treatment) or due to concerns about an event that has not come to pass, such as a potential illness or the possibility of bad weather conditions.
    - We will not pay benefits for cancellation or interruption of a Covered Trip due to events which occur prior to the coverage effective date.
    - We will not pay benefits for cancellation or interruption of a Covered Trip because of a medical condition if, within 90 days prior to the coverage effective date, a Covered Person received or was advised to receive medical advice or treatment for the condition, or a prudent person should have sought medical advice or treatment for the condition, or the condition caused a Covered Person to take newly prescribed medication or adjusted medication.<sup>1</sup> Covered Persons must meet the following two requirements to have existing medical conditions waived:
      - Must be medically able to travel at the time the coverage is purchased; and
      - Must purchase coverage within 14 days of making the trip deposit.
- *Global Medical Protection:* May provide the following benefits, as long as care is received from a medical provider authorized by us
  - *Emergency Medical/Dental Expense* - may cover medically necessary emergency medical and dental expenses if Covered Person suffers a sickness or accidental injury on a Covered Trip.
  - *Emergency Medical Evacuation/Repatriation* - may help arrange and cover the cost of emergency transportation to a medical facility in the event of sickness or accidental injury. Coverage also may cover the cost of one visitor's economy class round-trip transportation to the Covered Person's bedside during hospitalizations lasting 5 or more days.
  - Limitations and exclusions include, but are not limited to:
    - We will pay emergency medical and emergency medical evacuation/repatriation expenses, subject to a limit determined by your enrolled coverage amount.
    - Payment of emergency dental expenses is limited to \$500.
    - We will not pay for medical evacuation services arranged without our prior consent or approval.<sup>2</sup>

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<sup>1</sup> State Variations Apply

<sup>2</sup> State Variations Apply

- We will not pay for expenses incurred because of a medical condition if, within 90 days prior to the coverage effective date, a Covered Person received or was advised to receive medical advice or treatment for the condition, or a prudent person should have sought medical advice or treatment for the condition, or the condition caused a Covered Person to take newly prescribed medication or adjusted medication.<sup>3</sup> Covered Persons must meet the following two requirements to have existing medical conditions waived:
    - Must be medically able to travel at the time the coverage is purchased; and
    - Must purchase coverage within 14 days of making the trip deposit.
- *Global Trip Delay:* May provide reimbursement for lodging and other necessary expenses if: (a) Covered Person's flight is overbooked and the Covered Person is involuntarily denied boarding, (b) a Covered Person misses the flight connection due to the late arrival of the incoming flight, or (c) a Covered Person's flight departure is delayed or canceled.
  - Limitations and exclusions include, but are not limited to:
    - We will pay benefits limited to one occurrence per Covered Trip, subject to a daily limit and aggregate limit per Covered Trip as determined by your enrolled coverage amount.
    - We will reimburse only if no alternative transportation is made available to the Covered Person within the time specified in the Plan documents.
    - We will pay benefits only for flights on scheduled airlines; no other common carrier-caused delays or cancellations are eligible for coverage.
- *Global Baggage Protection:* May provide reimbursement for lost, damaged, or stolen baggage, whether checked or carried-on the Covered Person's flight, in a personal or rented vehicle or on the Covered Person's hotel premises while on a Covered Trip. It may also provide reimbursement for essential replacement items if baggage has been delayed.
  - Limitations and exclusions include, but are not limited to:
    - We will pay benefits subject to limits determined by your enrolled coverage amount.
    - We will pay for items lost in carry-on or checked baggage, in a personal or rented vehicle, or on hotel premises limited to the lesser of: (1) the actual purchase price of the item, (2) the replacement cost of the item if the Covered Person provides a receipt for the item, or (3) 75% of the replacement cost of the item without a receipt.
    - We will pay benefits due to a loss, subject to a per-article limitation of \$300 for each replaced item and a high-risk article (such as jewelry, sporting equipment, or computers) limitation of \$500 per occurrence.
- *Travel Accident Protection:* May provide coverage for an accident resulting in death or dismemberment while on a Covered Trip, starting from the moment Covered Person leaves to the moment they arrive home. Benefits will be paid to beneficiaries according to the Plan documents unless a beneficiary is designated.
  - Limitations and exclusions include, but are not limited to:
    - The maximum payable to the Covered Person (or his/her beneficiaries) under all policies underwritten by AMEX Assurance Company is \$3,500,000.<sup>4</sup>

### **Terms, Limitations, and Exclusions for all Benefits**

*Secondary Coverage:* This product provides secondary coverage only.<sup>5</sup> It pays eligible benefits not paid by any primary insurance that you may have. Such primary insurance may include coverage provided by other

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<sup>3</sup> State Variations Apply

<sup>4</sup> State Variations Apply

<sup>5</sup> Alaska, Kansas, Montana, and South Dakota residents only – accidental injury and sickness medical expense and evacuation/repatriation coverage is provided on a primary basis.

voluntary insurance policies in which you may participate (e.g. homeowners, renters insurance) or benefits provided through the airline used for your Covered Trip. A Covered Person may be covered for similar benefits under different American Express products. If each product states that the similar benefits are either primary or that the benefits are excess, the product with the lower level of benefits will pay first and the other product will provide excess coverage.

This coverage may provide benefits in addition to those that may be available to you at no additional charge if you are an American Express Card Member.

*Pregnancy:* Certain benefits may not be payable due to pregnancy, resulting childbirth or abortion.<sup>6</sup>

*Criminal or Fraudulent Activity:* Benefits are not be payable due to a criminal offense or infraction or violation of the law, whether cited or charged, by or on behalf of the Covered Person or beneficiary; or due to the Covered Person or family member engaging in or committing fraud, abuse, or illegal activity of any kind.<sup>7</sup>

*U.S. Economic or Trade Sanctions:* If providing benefits under this policy would violate U.S. economic or trade sanctions, then the policy coverage will be void.

## **Billing**

Premiums will be billed to your enrolled credit, charge, prepaid, or debit card account on the day you enroll. Your enrollment is not subject to automatic renewal and is applicable to a single Covered Trip. You may cancel your enrollment at any time prior to your Covered Trip departure date by providing advance written or verbal notice. Please refer to "Contact Us" section below for contact information.

## **Refunds**

You can request a full refund within 14 days after receipt of your Plan documents. After the 14 day review period:

- Refunds for post trip departure benefits may be eligible on a pro-rated basis.
- Trip Cancellation/Interruption is non-refundable after purchase.<sup>8</sup>

No refunds are issued when the trip is completed and/or eligible claims are paid. Please refer to "Contact Us" section below for contact information.

## **No Minimum Essential Coverage**

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." The Plan does not provide "minimum essential coverage" as may be required under the Affordable Care Act or as defined under section 5000A(f) of the Internal Revenue Code.

## **Group Trust (Applicable to residents of certain states<sup>9</sup>)**

By purchasing GTP benefits, you agree to participate in the AMEX Assurance Travel Group Trust. The Trust is the policyholder for a group insurance policy issued by AMEX Assurance Company. By consenting to

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Connecticut residents only – all benefits are provided on a primary basis.

<sup>6</sup> State Variations Apply

<sup>7</sup> State Variations Apply

<sup>8</sup> State Variations Apply

<sup>9</sup> Alabama, Alaska, Arizona, Arkansas, California, Connecticut, Delaware, District of Columbia, Florida, Hawaii, Illinois, Iowa, Maryland, Massachusetts, Missouri, Mississippi, Montana, Nebraska, Nevada, New Jersey, New Mexico, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Wisconsin, and West Virginia

participate in the Trust, you become eligible for this group insurance coverage. For further inquires, contact the Trust Administrator, AMEX Assurance Company.

### **Underwriter**

Gold Travel Protector is part of the American Express Travel Insurance suite of insurance products and is underwritten by AMEX Assurance Company Administrative Office, Phoenix AZ. Coverage is determined by the terms, conditions, and exclusions of Policy AX0126 or AETI-IND and is subject to change with notice. This document does not supplement or replace the Policy.

This product may not be available to residents of certain states. American Express Travel Insurance is offered through American Express Travel Related Services Company, Inc., California license number 0649234.

*For an overview of American Express Travel Insurance, including conditions, exclusions, and claim procedures, please refer to the Plan documents. Offer subject to change. This program may be modified, restricted, suspended, or otherwise cancelled upon notice to you.*

*American Express Travel Related Services Company, Inc., which is the licensed insurance agency offering you this coverage, will provide services to you on behalf of the insurer, AMEX Assurance Company, Administrative Office, Phoenix, Arizona and will not receive compensation based on the sale of this insurance. Both these companies are wholly owned by American Express Company who may receive a financial benefit for these insurance products.*

### **State Notices**

*Any person who knowingly and with intent to defraud any insurance company, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of insurance fraud.*

PUR PTH PTC 12/09  
PUR PTH PTC-AK 4/10  
PUR PTH PTC-CT 10/10  
PUR PTH PTC-MI 4/10  
PUR PTH PTC-MO 4/10  
PUR PTH PTC-TX 9/10

For Kansas Residents –

*Any person who knowingly and with intent to defraud any insurance company, files an application for insurance or written statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of insurance fraud.*

PUT PTH PTC-KS 12/09

For Kentucky Residents –

*Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.*

PUR PTH PTC-KY 6/10

For Louisiana Residents –

*Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.*

PUR PTH PTC-LA 4/10

For Maine Residents –

*It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.*

PUR PTH PTC-ME 4/10

For Minnesota Residents –

*A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.*

PUR PTH PTC-MN 4/10

For New York Residents –

*Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claims for each such violation.*

PUR PTH PTC-NY 2/12

For Ohio Residents –

*Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application for insurance or files a claim containing a false or deceptive statement is guilty of insurance fraud.*

PUR PTH PTC-OH 4/10

For Oklahoma Residents –

*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.*

PUR PTH PTC-OK 4/10

For Pennsylvania Residents –

*Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.*

PUR PTH PTC-PA 4/10

**Contact Us**

If you have any questions, please contact us toll free at 1-877-294-6103.

You may also send written correspondence to:

PO Box 471792  
Tulsa, OK 74147-1792