AMERICAN EXPRESS IDC CARDMEMBER
CAR RENTAL LOSS AND DAMAGE INSURANCE PLAN

Underwritten by: ACE Overseas Insurance Company Inc.
Master Policy Holder: AMERICAN EXPRESS International Dollar Card, Miami Lakes

DESCRIPTION OF COVERAGE

Car Rental Loss and Damage Insurance provides the Cardmember, if the Cardmember is the primary renter, (as defined below) with insurance coverage for damage to or theft of most Rental Autos when the Cardmember uses the Card (as described below) to charge and pay for an auto rental from any Commercial Car Rental Company ("Rental Company") other than those located in Australia, Ireland, Israel, Italy, Jamaica, and New Zealand Additionally no cover is provided for auto rental for a cardmember within the same country as their billing address.

Who is Eligible for Coverage

You are eligible for coverage if you are an American Express Latin America International Dollar Cardmember.

"Commercial Car Rental Company" or "Car Rental Company" means any commercial car rental agency which rents Rental Autos. For the purposes of this Description of Coverage, Commercial Car Rental company means "Rental Company."

How To Activate Coverage

Coverage for theft of or damage to a Rental Auto is activated when the Cardmember:

1. presents his or her eligible Card to the Rental Company to reserve the Rental Auto, by making a reservation; or by placing a hold or deposit at the time the Rental Auto is checked out;
2. declines the full Collision Damage Waiver or similar option (CDW), or pays for a partial collision damage waiver, offered by the Rental Company;
3. is the primary renter, which is defined as the Cardmember, who is named on the written agreement with the Rental Company as the person renting and taking control and possession of the Rental Auto ("Primary Renter"); and
4. uses the Card to pay for the entire auto rental from the Rental Company at the time of vehicle return;

Coverage continues in effect while the Cardmember remains in control and possession of the Rental Auto. A Cardmember, who is physically challenged and unable to operate the Rental Auto, may be the Primary Renter if he/she is the Cardmember entering into the rental transaction.

Note: Benefits will not be paid if, on the date of loss or on the date of claim filing, any amount due on your American Express Latin America International Dollar Card account is unpaid for 30 days or your American Express Latin America International Dollar Card is cancelled.

When Coverage Terminates

Coverage for theft of or damage to the Rental Auto terminates when:

- the Rental Company resumes control of the Rental Auto, or 30 consecutive days after the Rental Auto was checked out, whichever is earlier;
- the Policy is cancelled.

Length of Coverage

Car Rental Loss and Damage Insurance covers eligible Rental Autos when rented under a written rental agreement from a Rental Company for no more than 30 consecutive days.

Note: In no event shall coverage be provided when the Cardmember rents a Rental Auto beyond 30 consecutive days from the same Rental Company, regardless of whether the original agreement is extended, or a new written agreement is entered into, or a new vehicle is rented.

Additionally, no coverage will be provided when the Primary Renter rents a Rental Auto for more than 30 consecutive days out of a 45 day period within the same geographic market/location (75 Mile radius).

What's Covered

Car Rental Loss and Damage Insurance reimburses a Cardmember for payments for damage to or theft of a Rental Auto that the Cardmember is required to make, up to the lesser of: 1) the actual cost to repair the Rental Auto, or 2) the published Book value or, if not available, the purchase invoice price of the Rental Auto minus salvage and depreciation costs, or 3) fair market commercial value of the Rental Auto. The coverage also reimburses the Cardmember for reasonable charges (those charges incurred at the closest facility that are usual and customary in the vicinity in which the loss or disablement took place) imposed by the Rental Company, such as towing, storage, loss of use (loss of use means proven loss of income to the Commercial Car Rental Company where no additional sources of income exist to offset this loss. Reasonable and customary charges are substantiated by documentation supporting loss of use such as fleet utilization logs; loss of use does not include Commercial Car Rental Company administrative fees), which the Rental Company would not have imposed had the Cardmember accepted its full CDW, or partial collision damage waiver.

Car Rental Loss and Damage Insurance covers no other type of loss. For example, in the event of a collision involving the Cardmember's Rental Auto, damage to any other driver's car or the Injury of anyone or anything is not covered.

Note: This policy does not provide liability coverage for Uninsured Motorists; benefits under any Worker's Compensation law, Disability benefits law or other mandated Government Plans.

What Excess Coverage Means

- Car Rental Loss and Damage Insurance is an EXCESS insurance plan. This means that **this excess** coverage will reimburse the Cardmember only for losses/expenses not covered by plans, such as, the Rental Company's Collision Damage Waiver or similar option (CDW), or 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, a Cardmember must first seek payment or reimbursement and receive a determination based on the stated terms of such other Plans, that any such Plans do not provide coverage before this EXCESS coverage will reimburse the Cardmember.

You are not covered for auto rental within the same country as your billing address. However, this coverage is always excess of coverage or waivers of damage provided by the Rental Company, and to any Policy (Policies) the Cardmember is insured under that provide similar coverage. No coverage is available for Rental Autos rented in Australia, Ireland, Israel, Italy, Jamaica, and New Zealand.

Vehicles Not Covered

Car Rental Loss and Damage Insurance does not cover rentals of :

- expensive cars, which means cars with an original manufacturer's suggested retail price of $50,000 or more when new;
- exotic cars regardless of year or value, including but not limited to Chevrolet Corvette, Toyota Supra, Mazda RX-7, Dodge Viper and Stealth, Plymouth Prowler, Mitsubishi 3000 GT, Nissan 300 ZX, Jaguar XJS, Acura NSX, Mercedes SL, SLK, S Coupe and E320 Coupe and Convertible, BMW M3, Z3 and 8 Series, Cadillac Allante and all Porsche, Ferrari, Lamborghini, Maserati, Aston Martin, Lotus, Bugatti, Vector, Shelby Cobra, Bentley, Rolls Royce;
- trucks, pick-ups, cargo vans, custom vans;
- full-sized vans, including but not limited to, Ford Econoline or Club Wagon, Chevy Van or Sportvan, GMC Vandura and Rally, Dodge Ram Vans and Ram Wagon;
- vehicles which have been customized or modified from the manufacturer's factory specifications except for driver's assistance equipment for the physically challenged;
- vehicles used for hire or commercial purposes;
- mini-vans used for commercial hire;

NOTE: Passenger Mini-Vans (Not Cargo Mini-Vans) with factory specified seating capacity of 8 passengers or less, including but not limited to, Dodge Caravan, Plymouth Voyager, Ford Windstar and Nissan Quest, are covered when rented for personal or business use only.

- antique cars, which means cars that are 20 years old or have not been manufactured for 10 or more years;
- limousines;
- full sized sport utility vehicles, including but not limited to, Chevrolet/GMC Suburban, Tahoe and Yukon, Ford Expedition, Lincoln Navigator**,** Toyota Land Cruiser, Lexus LX450, Range Rover or full-sized Ford Bronco;
- sport/utility vehicles when driven "off-road"; and

NOTE: Compact sport/utility vehicles, including but not limited to Ford Explorer, Jeep Grand Cherokee, Nissan Pathfinder, Toyota Four Runner, Chevrolet Blazer and Isuzu Trooper and Rodeo are covered when driven on paved roads.

- off-road vehicles, motorcycles, mopeds, recreational vehicles, golf or motorized carts, campers, trailers and any other vehicle which is not a Rental Auto.

Losses Not Covered

Car Rental Loss and Damage Insurance does not cover losses caused by or contributed to by:

- operation of the Rental Auto in violation of the terms and conditions of the Rental Company agreement (including but not limited to losses occurring when: a person not permitted to operate the vehicle pursuant to terms of the rental agreement was in possession or control of the vehicle; or, driving the vehicle outside of the authorized rental territory);
- leased or mini-leased vehicles;
- costs attributed to the Commercial Car Rental Company's normal course of doing business;
- intentional damage;
- illegal activity, such as losses where the Rental Auto was used for, or involved in illegal activity or felony;
- pre-existing conditions, damage or defect;
- being under the influence of intoxicants or drugs;
- war or military activity;
- radioactivity;
- confiscation by authority;
- wear and tear, including gradual deterioration;
- damage which is due and confined to freezing, mechanical or electrical breakdown or failure unless such damage results from a theft covered by the Policy;

- theft of or damage to tires (flats or blowouts), unless damaged by fire, malicious mischief, vandalism, or stolen, unless the loss is coincident with and from the same cause as other loss covered by the Policy; and
- off-road operation of the vehicle.

Car Rental Loss and Damage Insurance does not cover, and benefits will not be paid for:
- sales tax related to repair of damages, unless reimbursement of such sales tax is required by law;
- damage to any vehicle other than the Rental Auto;
- damage to any property other than the Rental Auto, owner's property, or items not permanently attached to the Rental Auto;
- the Injury of anyone or anything;
- expenses assumed, waived or paid for by the Rental Company or its insurer;
- expenses covered by the Cardmember's personal auto insurer, employer or employer's insurer, or authorized driver's insurer;
- value added tax or similar tax, unless reimbursement of such tax is required by law;
- any Rental Auto used for hire or commercial purposes; and
- depreciation, unless reimbursement for depreciation is required by law.

How to File a Claim

A Cardmember must notify the Car Rental Loss and Damage Claims Unit toll free at [1-800-338-1670] in the U.S. only or call [216-603-4080] from other locations worldwide, within 48 hours or as soon as reasonably possible following a loss.

A representative will answer any questions a Cardmember may have and will send the Cardmember a claim form with instructions. Complete and sign the claim form. Written proof of loss, which includes the claim form and all other requested documentation (listed below), must be received within 60 days following the date of the damage or theft by: American Express Car Rental loss and Damage Claims Unit, c/o: United Financial Adjusting Company, PO Box, 94729, Cleveland, Ohio 44101-4729. If the proof of loss and other documentation is not received within 60 days of the date of loss, coverage may be denied.

Required documentation may consist of, but is not limited to:
- our signed and completed claim form;
- an itemized repair bill;
- a copy of charge slip for the rental of the Rental Auto, Rental Auto contract or machine generated receipt to show rental was charged and paid for with the Latin America International Dollar American Express Card;
- a police report (if applicable);
- photos of the damaged vehicle, if available;
- a copy of the Cardmember's, authorized driver's or employer's auto insurance coverage, or a notarized letter stating no insurance;
- a copy of all claim documents and correspondence, provided by the Car Rental Company;
- a copy of the Rental Company's utilization log;
- a copy of the driver's license of the Cardmember and/or authorized driver, unless the driver's license number shows on the rental agreement;
- a copy of the written rental agreement, front and back, which documents when the Rental Auto was checked out and checked in; and
- information pertaining to other available insurance coverage(s).

Cardmember cooperation with issues related to their benefits is required. If all required documentation is not received within 180 days of the date of loss (except for documentation which has not been furnished for reasons beyond the Cardmember's control), coverage may be denied.

How Benefits are Paid

All Car Rental Loss and Damage Insurance payments reimbursable under the policy are payable to the Cardmember; except that payment may be made, at the discretion of the Insurer, jointly to the Cardmember and the Commercial Car Rental Company when the Car Rental Company has not been reimbursed for the covered loss or damage, or the Cardmember has not validly assigned his/her payments to the Rental Company or any other party.

Rights of Recovery

In the event of a payment under this Policy, the Insurer is entitled to all the rights of recovery that the Cardmember, to whom payment was made, has against another. That Cardmember must sign and deliver to the Insurer any legal papers relating to that recovery, do whatever else is necessary to help the Insurer exercise those rights and do nothing after loss to harm the Insurer's rights.

When a Cardmember or Commercial Car Rental Company has been paid damages under **Policy, No.** BDA101, and also recovers from another, the amount recovered from the other shall be held by that Cardmember or Commercial Car Rental Company in trust for the Insurer and reimbursed to the extent of the Insurer's payment.

As a condition precedent to coverage, the Cardmember is required, and has a duty to fully cooperate with the Insurer in any investigations, subrogation matters or legal proceedings by providing copies of any and all legal notices and any and all statements, including sworn statements and contributing any other papers and documents to reasonably assist in the disposition of the legal matter.

The master policyholder & insurer agree that this policy is intended for administrative purposes only & that the Insurer will not actually process any premiums or claims. Additionally the master policyholder will hold the insurer harmless & fully indemnify the insurer for any liability arising under this policy which will be the responsibility of the master policyholder or their appointed claims representatives.

Additional Information for You

In respect of this coverage given to International Dollar Card members with a billing address located outside the USA (the USA is deemed to include the US Virgin Isles and Puerto Rico) coverage is underwritten by ACE OVERSEAS INSURANCE COMPANY LIMITED. The Policy may be changed or terminated.

This Description of Coverage is an important document. Please keep it in a safe place. Although it describes the present form of insurance as it exists at the time of printing, this document is not the Policy or contract of insurance. The benefits described in this document are subject to all of the terms, conditions and exclusions of the Policy issued by the underwriter. This document replaces any prior Description of Coverage under the Policy which may have been furnished to the Cardmember.