

San Francisco Superior Courts
Information Technology Group

Document Scanning Lead Sheet

Feb-09-2004 9:49 am

Case Number: CGC-04-428663

Filing Date: Feb-09-2004 9:41

Juke Box: 001 Image: 00887917

COMPLAINT

AMERICAN EXPRESS CENTURION BANK VS. GREGORY FINKELSON et al

001C00887917

Instructions:

Please place this sheet on top of the document to be scanned.

FIRST CAUSE OF ACTION
BREACH OF CONTRACT
AGAINST ALL DEFENDANTS

4. Plaintiff incorporates by reference paragraphs 1 through 3, inclusive, of this Complaint as though wholly set forth herein.

5. Plaintiff alleges that on or about 6/01/1999, Plaintiff opened a credit card account and issued a credit card to Defendant(s) pursuant to an application submitted by Defendant(s) to Plaintiff. Pursuant to such application, a written credit cardholder agreement was made between Plaintiff, AMERICAN EXPRESS CENTURION BANK and GREGORY FINKELSON ; DOES 1 to 10, inclusive. By the terms of said agreement, Defendant(s) promised to pay Plaintiff for all purchases and/or cash advance drafts procured by the use of the card bearing said Defendant(s) name and account number, including finance charges on the "average daily balance".

6. On or about 9/04/2002 Defendants(s), and each of them, breached the agreement by failing to make the monthly payments as agreed to. Demand for the outstanding balance owed of \$10,796.74 was made upon Defendant(s), and each of them. Defendant(s), and each of them, have failed and refused and continue to fail and refuse to pay the remaining balance due.

7. Plaintiff has performed all obligations to Defendant(s) except those obligations Plaintiff was prevented or excused from performing.

8. Plaintiff suffered damages legally (proximately) caused by Defendant(s) breach of the agreement in the sum of \$10,796.74 which is the outstanding balance and reasonable value now due, owing and unpaid, despite Plaintiff's demands, plus late charges as authorized by contract in the sum of \$0, plus prejudgment interest on the principal balance at the rate of ten (10) percent per annum from 9/04/2002.

9. Plaintiff is entitled to attorney fees by an agreement or a statute according to proof.

1 SECOND CAUSE OF ACTION

2 OPEN BOOK ACCOUNT

3 AGAINST ALL DEFENDANTS

4 10. Plaintiff incorporates by reference paragraphs 1 through 9, inclusive, of this
5 Complaint as though wholly set forth herein.

6 11. As an alternative and cumulative remedy, Plaintiff alleges that GREGORY
7 FINKELSON ; DOES 1 to 10, inclusive became indebted to PLAINTIFF within the last four
8 years on an open book account for money paid, laid out, and expended to or for Defendant at
9 Defendant's special instance and request.

10 12. Although demand for payment of the sum of \$10,796.74 has been made upon
11 Defendant(s), and each of them, Defendant(s), and each of them, have failed and refused and
12 continue to fail and refuse to pay said sum. The sum of \$10,796.74 remains now due, owing
13 and unpaid from Defendants to Plaintiff, together with interest thereon at the rate of ten (10)
14 per annum from 9/04/2002.

15 13. Plaintiff entitled to attorney fees pursuant to California Civil Code Section
16 1717.5, in a sum according to proof.

17
18 THIRD CAUSE OF ACTION

19 ACCOUNT STATED

20 AGAINST ALL DEFENDANTS

21 14. Plaintiff incorporates by reference paragraphs 1 through 9, inclusive, of this
22 Complaint as though fully set forth herein.

23 15. As an alternative and cumulative remedy, Plaintiff alleges GREGORY
24 FINKELSON ; DOES 1 to 10, inclusive became indebted to Plaintiff because an account was
25 stated in writing by and between Plaintiff and Defendant(s) in which it was agreed that
26 Defendant was indebted to Plaintiff for money paid, laid out, and expended to or for Defendant
27 at Defendant's special instance and request in the sum of \$10,796.74.

1 16. Although demand for payment of the sum of \$10,796.74 has been made upon
2 Defendant(s), and each of them, Defendant(s), and each of them, have failed and refused, and
3 continue to fail and refuse to pay said sum. The sum of \$10,796.74 remains now due, owing
4 and unpaid from Defendant(s) to Plaintiff, together with interest at the rate of ten (10) percent
5 per annum from 9/04/2002.

6
7 ***WHEREFORE***, Plaintiff prays for judgment against Defendant(s), and each of them, as
8 follows:

9 ON THE FIRST CAUSE OF ACTION

- 10 1. For the principal sum of \$10,796.74;
11 2. For interest at the rate of ten (10) percent per annum from on and after
12 9/04/2002;
13 3. For late charges as authorized by contract in the sum of \$0;
14 4. For reasonable attorneys fees according to proof;

15
16 ON THE SECOND CAUSE OF ACTION

- 17 5. For the principal sum of \$10,796.74;
18 6. For interest at the rate of ten (10) percent per annum from on and after
19 9/04/2002;
20 7. For reasonable attorneys fees pursuant to California Civil Code Section 1717.5
21 in a sum according to proof;

22
23 ON THE THIRD CAUSE OF ACTION

- 24 8. For the principal sum of \$10,796.74;
25 9. For interest at the rate of ten (10) percent per annum from on and after
26 9/04/2002;

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

12. PLAINTIFF REMITS ALL DAMAGES IN EXCESS OF THE

DATED: February 3, 2004


 KEVIN A. GORDON, ESQ.
 Attorneys for Plaintiff

EXHIBIT "A"

AGREEMENT BETWEEN OPTIMA[®] PLATINUM CARD[®] MEMBER AND AMERICAN EXPRESS CENTURION BANK

WELCOME TO OPTIMA PLATINUM CARD MEMBERSHIP
Please read this Agreement thoroughly, because when you keep, sign or use the Optima Platinum Card issued to you, including any renewal or replacement Card issued to you (hereafter referred to as the "Card"), you agree to the terms of this Agreement. Please see the Supplement(s) to this Agreement ("Supplement") printed on your Card Carrier and/or other documents identified as such for additional terms and conditions. Since you asked us to open the Card Account ("Account"), you are the "Basic Card member" and you will have an Account with us. You may request that we issue a Card to another person, and if we do, that person will be called an "Additional Card member" on your Account. You agree to make sure that any Additional Cards issued on your Account are used in a manner consistent with this Agreement. The term "Card" refers to the Optima Platinum Card issued to you and all other Cards issued on your Account.

This Agreement is governed by Utah law and applicable federal law.

USING THE CARD

We welcome you to use the Card to purchase goods and services from establishments accepting the Card, and to take advantage of other features of the Card. You are responsible for paying all amounts charged to the Account by other person(s) or any Additional Card members. You may not permit any other person to use the Card issued to you. However, you are responsible for payment of all charges made with Cards issued on your Account, even if you have let someone else use the Card. You agree to notify us at once if the Card or any checks we may issue on your Account are lost or stolen, or you suspect they are being used without your permission. You agree to use the Account only for legitimate purchases of goods and services. Remember that outside the United States, returns are usually more restricted. You should not use the Card before the valid date or after the expiration date. If you want to cancel your Account or any Additional Cards, you must contact us and destroy the Card or any Additional Cards.

We reserve the right to deny authorization for any requested Charge.

If you are also an American Express Cardmember, please be aware that certain American Express Cardmember services may not be charged on the Account. If you provide your Account number on an application for such a service, we will charge the service to your American Express[®] Card Account. If you have one otherwise, the charge will be denied.

If you provide authorization to a merchant to bill Charges on a recurring basis to your Card Account ("Recurring Charge(s)"), and if a replacement Card has been issued to you (because, for example, your Card has been lost, stolen, canceled, upgraded or renewed), then we may provide such merchant with your current Card Account status, Account number and/or expiration date in order to permit the merchant to continue to bill the Recurring Charge to your current Card Account until you notify us and the merchant that you have withdrawn your authorization.

ADDITIONAL CARDS

Additional Card members do not have Accounts with us. Any Additional Card may be canceled by you or us. Additional Cards issued on your Account must be used in a manner consistent with this Agreement. You also authorize us to discuss the Account with Additional Card members in the course of maintaining your Account. We may, at our discretion, pursue Additional Card members for payment of their own Charges if you fail to pay those Charges.

CREDIT LIMIT

Your credit limit is set forth in the Supplement. Your monthly statements will show the amount of credit available to you for Purchases and for Cash Advances and APRs for Purchases and Cash Advances as of the statement date. You agree not to use the Account in any way which would make the unpaid balance of your Account or Cash Advances on your Account exceed the applicable limit. You also agree to pay us the amount of any transactions on your Account in excess of the applicable limit.

GRACE PERIOD

No Finance Charges will be assessed for Purchases on any billing statement where the Previous Balance is zero or a credit balance or if you have paid the full Previous Balance by the Payment Due Date shown on the previous

billing statement. There is no grace period for Cash Advances, Balance Transfers and certain promotional offers. The Payment Due Date will be no less than 20 days after the closing date of the billing statement.

ANNUAL FEE

There is no annual fee.

RENEWAL OF CARDS AND CANCELLATION

The Card will be valid within the time period embossed on the Card. We will issue you renewal or replacement Cards before the current Card expires and we will continue to do so until your Account is canceled.

LIABILITY FOR CHARGES AND FINANCE CHARGES

You may use the Card to obtain goods and services from any person who accepts the Card ("Purchase(s)"), and obtain loans ("Cash Advances(s)") from us, by way of Optima Checks and ATM access, upon enrollment through the American Express[®] Express Cash program, up to the applicable limits on your Account. Cash Advances will also include loans made to you by way of the use of extended payment checks used to pay all or part of your outstanding balance on American Express[®] Charge Cards, if such checks are made available to you. All amounts charged to an Account, which include Purchases, Cash Advances, the annual Basic Card fee, if any, or other fees and any Finance Charges imposed under this Agreement, will be called "Charges" in this Agreement. Charges include any Purchase or Cash Advance in which you have evidenced an intent to incur a Charge, regardless of whether you have signed a charge form. You are liable to us for all Charges you make and all Charges made by holders of any Additional Cards.

Additional Card members using a Basic Card member's Account are not liable for obligations incurred by the Basic Card member or by other Additional Card members. However by each use of the Additional Card to make Purchases or obtain Cash Advances, the Additional Card member will be indicating his or her agreement to pay us for that Purchase or Cash Advance if you fail or refuse to pay that obligation. Additional Card members may not use Optima Checks issued to the Basic Card member.

MONTHLY STATEMENT - MINIMUM PAYMENT

We will send you a statement for each billing period during which there is any activity or balance on your Account. On each statement a Minimum Payment will be shown, which is due 20 days after the statement closing date. The Minimum Payment (which will be rounded up or down to the nearest whole dollar if greater than \$15.00) will be the greater of 1/50th of the outstanding balance, \$15.00 or the total Finance Charges, plus any previously billed Minimum Payments that remain unpaid on the Closing Date of the statement.

You may pay more than that amount, or you may pay the total New Balance at any time. An increase or decrease in our Daily Periodic Rate ("DPR") may increase or decrease the amount of your Minimum Payment.

We will apply and allocate payments and credits among features such as Purchases, Cash Advances and Balance Transfers, and to Charges and transactions on your Account, in any order and manner determined by us in our sole discretion. In most cases, we will apply and allocate payments first to lower ANNUAL PERCENTAGE RATE ("APR") features and then to higher APR features, and apply purchase credits first to the feature from which the corresponding debit originated. However, for servicing, administrative, systems or other business reasons, we may apply and allocate payments and credits among features and to Charges and transactions on your Account in some other order or manner which we may determine in our sole discretion. You agree that we have the unconditional right to exercise this discretion.

CALCULATION OF DAILY PERIODIC RATE

- The Daily Periodic Rate for charges each month depends on your adherence to the terms of this Agreement during the 12-month period ending with the Closing Date of the current billing period (the "Review Period").
- See the Supplement for your standard APR/DPR for Purchases.

C. The Daily Periodic Rate for Cash Advances is based on **ANNUAL PERCENTAGE RATES ("APR")**, which may be adjusted monthly. Subject to Paragraph D below, the **APR** for Cash Advances is the applicable Prime Rate (described below) plus 12.99%. The Daily Periodic Rates for each billing period are 1/365th of the **APR** in effect for that billing period, rounded to the nearest one ten-thousandth of a percentage point.

D. Notwithstanding the foregoing, the **APR** for Purchases and Cash Advances will be a fixed rate of 23.99% with Daily Periodic Rate of .0657% if in any Review Period (a) any portion of any Minimum Payment on your Account is included within an unpaid previous balance on billing statements on two or more occasions, (b) any portion of any Minimum Payment on your Account is included within an unpaid previous balance on two consecutive billing periods, (c) you exceed the designated credit limit on your Account three or more times, (d) you pay with a check that is returned by your bank, (e) you breach the terms of any other American Express account, or (f) your Account is considered in default for any reason and/or is canceled. Anytime you meet the default criteria, the default rate will apply to your Account for a minimum of twelve months.

E. For purposes of this Agreement, the applicable Prime Rate for billing periods ending in any month is the higher of the Prime Rate(s) published in *The Wall Street Journal* on the 1st or 20th day (or, if such date is not a business day, the next business day) of the prior month. In the event that *The Wall Street Journal* ceases to be published or ceases to publish the Prime Rate we may refer to the Prime Rate published in any other newspaper of general circulation in New York, New York, or we may substitute a similar reference rate at our sole discretion.

F. Any balances transferred from another account to this Account shall be governed by the terms and conditions of this Agreement, unless notified otherwise.

AVERAGE DAILY BALANCE METHOD FOR CALCULATION OF FINANCE CHARGES

We use the Average Daily Balance method to calculate Finance Charges on your Account. Under this method, we figure the Finance Charges on your Account by applying the Daily Periodic Rate to the Average Daily Balance (as described below) for each feature of your Account (including current transactions). Different periodic rates may be used against the balances of different features of your Account. For example, different Daily Periodic Rates may be applied to separate features, such as Purchases, Cash Advances, and Balance Transfers. To get the Average Daily Balance for each feature, we (1) take the beginning balance for the feature each day (including unpaid Finance Charges from previous billing periods), (2) add any new transactions, debits, or fees, (3) subtract any payments or credits, and (4) make any appropriate adjustments. *For each day after the first day of the billing period, we also add an amount of interest equal to the previous day's daily balance multiplied by the Daily Periodic Rate for the feature.* This gives us the daily balance for the feature for that day and the beginning balance for the feature for the next day. If this balance is negative, it is considered to be zero. Then, we add up all the daily balances for each feature for the billing period and divide the total by the number of days in the billing period. This gives us the Average Daily Balance for the feature. For all features except Cash Advances and certain promotions, the Average Daily Balance will be considered to be zero if you paid the New Balance, if any, shown on your previous month's statement by the Payment Due Date shown on that statement. If you multiply the Average Daily Balance for each feature by the number of days in the billing period and the Daily Periodic Rate for that feature, the result will be the Finance Charge assessed on that feature, except for variations caused by rounding. The total Finance Charge for the billing period is calculated by adding the Finance Charges assessed on all features of the Account. *This method of calculating the Average Daily Balance and Finance Charge results in daily compounding of Finance Charges.* We may use mathematical formulas which produce equivalent results to calculate the Average Daily Balance, Finance Charge, and related amounts. For example, we may utilize computer programs or other computational methods that are designed to produce mathematically equivalent results while using fewer and/or simpler computational steps than are described in this Agreement. All fees are included in the daily balance for Purchases, except fees associated with Cash Advances, which are included in the daily balance associated with the corresponding Cash Advance. At our discretion, we may exclude certain categories of debit transactions or fees from the calculation of the daily balances. The solicitation or other disclosure for any promotional offer will determine the terms of the promotional offer, including whether, after the expiration of any designated promotional period, such promotional balance

will be included in the daily balance for Purchases or the daily balance for Cash Advances. Unless we elect to use a later date, we add a Cash Advance, Balance Transfer, or Purchase to the daily balance for Cash Advances, Balance Transfers, or Purchases, as appropriate, as of the transaction date. Finance Charges are added to the outstanding balance at the end of the billing period for which Finance Charges are calculated. The minimum **Finance Charge** for any billing in which they are imposed is **\$0.50**.

PAYMENTS

Minimum Payment for all Charges is due by the Payment Due Date on your monthly statement. You must notify us immediately of any change in your billing address. You must pay us in U.S. currency, with a draft or a check drawn on a U.S. bank (other than American Express Centurion Bank) and payable in U.S. dollars, or with a negotiable instrument payable in U.S. dollars and clearable through the U.S. banking system. If we decide to accept payment made in some other form, your payment will not be credited until it is converted into one of the forms described in the previous sentence. We may charge you any costs we incur in converting your payment. If any payment made on your Account is not honored for its full amount, we may charge your Account \$29, unless otherwise provided by applicable law. We reserve the right to process checks electronically by transmitting the amount of the check, the routing number, account number and check serial number to your bank. If we choose to utilize this option, by submitting a check for payment you authorize American Express to initiate an ACH (electronic) debit from your account.

We may accept late payments, partial payments or any payments marked as being payment in full or as being settlement of any dispute without losing any of our rights under this Agreement or under the law. If we accept such payments, this does not mean we agree to change this Agreement in any way.

DEFAULT

We may consider your Account to be in default at any time if you fail to pay us any payment when it is due, if you attempt to borrow more than the applicable limits on your Account or if you breach any other promise or obligation under this Agreement.

Subject to applicable law, we also may consider your Account in default at any time if any statement made by you to us in connection with this credit program was false or misleading, if you breach any other promise or obligation under this Agreement or any other agreement that you may have with us or with any of our affiliates or if we receive information from a third party (including credit reporting agencies) indicating that you are bankrupt, intend to file bankruptcy, are unable to pay your debts as they become due, or are otherwise not creditworthy. In our determination of your creditworthiness, in our discretion we may consider the amount of debt you are carrying compared to your resources or any other of your credit characteristics. regardless of your performance on this Account. In addition to other remedies we may pursue upon default, we reserve the right to reduce your credit line or require repayment of a portion of your outstanding balance greater than the Minimum Payment.

Additionally, we may consider your Account in default if at any time you declare bankruptcy or in the event of your death.

Upon your default and subject to any limitations or requirements of applicable law, you agree to pay all other reasonable costs, including reasonable attorney's fees, incurred by us (1) in collecting the balance due, including Finance Charges, if any, whether or not suit is brought against you, and (2) in protecting ourselves from any harm that we may suffer as a result of your default. We may also, upon your default, subject to applicable law, declare the entire amount of your obligations to us immediately due and payable and suspend or cancel your Optima Platinum Account privileges.

DELINQUENCY FEE

Your Account will be considered delinquent if you fail to pay us at least the Minimum Payment by the Payment Due Date shown on each monthly statement. If your Account is delinquent for one billing period, we may assess a Delinquency Fee of \$29, subject to applicable law. If your Account is delinquent for two or more consecutive billing periods, we may assess a Delinquency Fee of \$30, subject to applicable law, in each such billing period it remains delinquent.

SUSPENSION/CANCELATION

In addition to any of the actions we may take under this Agreement, we may suspend or cancel your Optima Platinum Account privileges at our sole option, subject to applicable law, at any time with or without cause and without giving you notice, including but not limited to situations in which (1) you cease to be an Account holder in good standing with respect to any other accounts you may have with American Express, or (2) you are in default. Any such action on our part will not cancel your obligation to pay us the

outstanding balance, Finance Charges and other charges due on your Account under the terms of the Agreement in effect at the time of the cancellation or suspension of your Account or as subsequently amended. You agree to pay us all such obligations despite any suspension or cancellation of your Account.

TRANSACTIONS MADE IN FOREIGN COUNTRIES

If you initiate a transaction in a foreign currency, it will be converted into U.S. dollars on the date it is processed by us or our agents at a rate set by us based on an interbank, tourist or (where required by law) official rate, increased in each instance by up to 2%. This rate may differ from rates in effect on the date of your transaction. Transactions converted by establishments (such as airlines) will be billed at the rates such establishments use.

FEES

We may charge the following fees, subject to applicable law:

1. CHECKS

A fee of up to \$29 will be charged for any payment to your Account that is not honored for its full amount. Also, if you use the Card to cash a check at an American Express Travel Service Office or other authorized location and the check is not honored for its full amount, we may charge to your Account the portion of the check that was not honored and we may charge an amount not to exceed \$29.

2. WIRE TRANSFERS

If you initiate and are authorized to complete a wire transfer from your Optima Account, we may charge your Account a fee of \$15.

3. COPIES OF STATEMENTS AND CHECKS

If you request a copy of any billing statement or any check you have drawn on your Account, we may charge your Account a fee of \$3 for each billing statement or check. We will not charge your Account for billing statements for the three months prior to the month of your request. New York residents: If you would like to receive canceled checks with your billing statement for a fee, you may contact us.

4. STOP PAYMENT ORDERS

If you request us to stop payment on a check drawn on your Account, we may charge your Account a fee of \$29.

5. OVER THE LIMIT FEE

If you make a Charge that causes your outstanding balance to exceed your credit limit, we may charge you a fee of \$29.

6. ACCOUNT RE-OPENING FEE

If your Account is considered in default for any reason and is canceled, and you request reinstatement, we may charge your Account a re-opening fee of \$35 if such request is honored.

7. CHECK USAGE/BALANCE TRANSFER TRANSACTION FEE

We may charge your Account a transaction fee for each balance transfer that you initiate or for any all purpose check you utilize, whose promotional term has expired. This fee will be 3% of the amount transferred with a minimum of \$5 and a maximum of \$50.

USE OF CASH AND TRAVELERS CHEQUE DISPENSING MACHINES

We encourage you to enroll in the Express Cash Program. An agreement concerning the use of the Card in connection with the Express Cash Program is attached to this Cardmember Agreement. Please refer to that agreement for rights and duties relating to the use of this Card in such machines. The fee for using the Card to obtain cash from an automated teller machine is 3% of the amount of each transaction, with a \$5.00 minimum and no maximum. A 1% commission is charged for Travelers Cheque purchases.

BILLING ERRORS OR INQUIRIES/ PROBLEMS WITH GOODS AND SERVICES

Included with this Agreement is a notice containing important information of your rights to dispute billing errors. If you have any question, problem or dispute concerning the monthly statement we send you, you should contact us, and we will take all reasonable and appropriate steps to provide the information you request or resolve your dispute in compliance with your rights as outlined in the notice included with this Agreement. If you have a problem with goods or services you charge using the Account or if you have a dispute with a firm honoring the Account, you may in some circumstances be permitted not to pay us until the dispute is resolved. Those circumstances are specified in the notice describing your rights. Unless such circumstances exist, you must pay us and settle the dispute directly with the firm. We will not be responsible if any firm refuses to honor the Account, or for any other problem you may have with such firm.

INSURANCE

If you use the Account to buy insurance, you give us permission to pay premiums for you when due. You agree to repay us according to the terms of

this Agreement. You must tell us in writing if you no longer wish us to pay premiums for you. If your Account is canceled, we will stop paying premiums for you.

ARBITRATION

This Arbitration Provision sets forth the circumstances and procedures under which Claims (as defined below) may be arbitrated instead of litigated in court.

As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Cardmember Agreement (the "Agreement"), any related or prior agreement that you may have had with us or the relationships resulting from the Agreement or any prior agreement, including the validity, enforceability or scope of this Arbitration Provision, the Agreement or any prior agreement. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to: (a) the Account(s) ("Account") created by the Agreement or any related or prior agreement, or any balances on the Account; (b) advertisements, promotions or oral or written statements related to the Account, goods or services financed under the Account or the terms of financing; (c) the benefits and services related to Cardmembership (including free benefit programs, enrollment services and rewards programs); and (d) your application for the Account. We shall not elect to use arbitration under the Arbitration Provision for any individual Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is pending only in that court.

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. Claims shall be referred to either the National Arbitration Forum ("NAF"), JAMS/Endispute ("JAMS"), or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select either of the organizations listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows:

- The NAF at P.O. Box 50191, Minneapolis, MN 55404; phone: 1-800-474-2371; website at www.arbitration-forum.com.
- JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; phone: 1-800-448-1660; website: www.jamsadr.com.
- AAA at 335 Madison Avenue, New York, NY 10017; website: www.adr.org.

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE NAF, JAMS OR AAA AS APPLICABLE. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION, EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

There shall be no right or authority 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 the general public, other Cardmembers or other persons similarly situated; provided however, that the claimant's individual Claim would be subject to this Arbitration Provision. Furthermore, Claims brought by or against a Cardmember(s) of one Account may not be joined or consolidated in the arbitration with Claims brought by or against any other Cardmember(s) of any other Account, unless otherwise agreed to in writing by all parties. Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration, the arbitrator will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration. For any Claims you initiate against us as to which either you or we have elected to use arbitration, we will be responsible to reimburse you for filing, administrative and/or hearing fees you incur, including for any appeal, if and to the extent such fees exceed the amount they would have been (such amount to be determined by the arbitrator) if the Claim had been brought in the state or federal court which is closest to your billing address and would have jurisdiction over the Claim.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16, as it may be amended (the "FAA"). 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 and, at the timely request of either party, shall provide a brief written explanation of the basis for the award. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. In addition to the parties' rights to exchange information pursuant to the Code, either party may submit a request to the arbitrator with a copy of the request provided to the other party to expand the scope of discovery allowable under the Code. The objecting party may submit objections to the arbitrator with a copy of the objections provided to the requesting party within fifteen (15) days of the requesting party's notice. The granting or denial of either party's request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within ten (10) days of the objecting party's submission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and/or if the amount of the award exceeds \$100,000, any party can appeal that award to a three arbitrator panel administered by the NAF, JAMS or AAA, as applicable, which shall reconsider *de novo* any aspect of the initial award requested by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three arbitrator panel who will conduct an arbitration pursuant to its code of procedures and issue its decision within one hundred and twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal.

As used in this Arbitration Provision, the terms "we" and "us" shall for all purposes mean American Express Travel Related Services Company, Inc., American Express Centurion Bank, as applicable, all of their parents, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, assigns, and any purchaser of your Account; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall mean any third party providing any product, service or benefit in connection with the Account (including, but not limited to credit bureaus, merchants who honor the Card issued for the Account, third parties who provide or participate in free benefit programs, enrollment services and rewards programs, credit insurance companies, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-defendant with us in a claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to use the Account, including but not limited to all persons or entities contractually obligated under the Agreement or any prior agreement you may have had with us and all authorized users of the Account.

This Arbitration Provision shall survive termination of your Account as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, any bankruptcy by you and any sale by us of your Account. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law or statute, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision; the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity. In the event of a conflict or inconsistency between the NAF Code and this Arbitration Provision, this Arbitration Provision shall govern.

Note to California residents: This Arbitration Provision shall not apply to you unless and until you use the Card after we notify you in writing that it is applicable in California.

WAIVER

Our failure to exercise any of our rights under this Agreement, or our waiver of our rights on any one occasion, shall not constitute a waiver of such rights on any other occasion.

PRIVACY

Consumer Reports

You authorize us and our affiliates to make whatever credit investigations we deem appropriate and to obtain and exchange any information we may receive from consumer reports and other sources.

We may ask consumer reporting agencies for consumer reports of your credit history. Upon request, we will tell you whether a consumer report was requested and the name and address of the agency that furnished it.

Information concerning your Account may be furnished by us to consumer reporting agencies, banks or other creditors. If we determine that your Account is past due, adverse credit information may appear on your consumer report and the consumer reports of any Additional Account holders on your Account. If you believe information we have furnished about your Account to a consumer reporting agency is inaccurate, you should write to us at: American Express Credit Bureau Unit, P.O. Box 7871, Ft. Lauderdale, FL 33329-7871 and identify the specific information you believe is inaccurate.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Information Provided to Affiliates and Marketing Partners

We may exchange any information we receive about you with our affiliates, including any credit or other information we may obtain from your application or consumer reports. You may direct us not to share with our affiliates and subsidiaries certain credit information (other than transaction or experience information) about you or any Additional Cardmember(s) on your Account by writing to us at: American Express, P.O. Box 7852, Ft. Lauderdale, FL 33329. Please include your Account number and indicate if your request applies to any Additional Cardmember(s) as well. We may also exchange information about you with our marketing partners.

Telephone Monitoring

From time to time we may monitor telephone calls between you or Additional Account holders and us to assure the quality of our customer service.

Mailing Lists

We may use information you have provided to us on your initial application and in surveys, information derived from how you use the Account, and information from external sources, including consumer reports, for marketing activities (including mailing lists), by us and our affiliates. We may also use information derived from how you use the Account and noncredit information available from public sources to develop mailing lists which are used by companies with whom we work to develop offers you may receive through the mail. If at any time you wish to have your name and address removed from such lists, please call 1-800-297-8578.

Use of Card at Federal Government Agencies

American Express has entered into contracts which enable the Card to be accepted at certain Federal Government agencies and departments ("Agencies"). As with Card transactions at commercial establishments, when you choose to use your Card at an Agency certain charge information is necessarily collected by American Express. Charge information from Card transactions at Agencies may be used for processing charges and payments, billing and collections activities and may be aggregated for reporting, analysis and marketing activities. Additional "routine uses" of charge information by Agencies are published periodically in the Federal Register.

BENEFITS AND SERVICES

Subject to the law of your jurisdiction, we reserve the right to add, modify or delete any benefit or service offered with the Account at any time without notice to you.

CHANGE OF BILLING ADDRESS - NOTICES

You should notify us immediately of any change to your billing address. Any notice given by us shall be deemed to be given when deposited in the United States mail, postage prepaid, addressed to you at the latest billing address shown on our records. If you want to change your address for your American Express Card Account, in addition to your Optima Platinum Account, you must tell us.

CHANGE OF TERMS - ASSIGNMENT

We may assign Accounts to our affiliates or to some other financial institution at any time. We may also change the terms of or add new terms to this Agreement at any time, including changes which affect existing balances or Finance Charge rates, in accordance with applicable law.

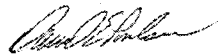
REVOCATION AND VOLUNTARY CANCELATION

We can revoke your right to use the Account or Card at any time. We can do this whether or not you have violated this Agreement without giving you notice. If we revoke the Card, you must return the Card to us if we request. Also, if a firm that accepts Cards asks you to surrender an expired or revoked Card, you must do so. You may not use the Card after it has expired or after it has been revoked.

If you ask us to cancel your Account, but you continue to use your Account afterwards, we will consider such use as your request for reinstatement of your

Account. If we agree to restate your Account, this Agreement or any amended or new Agreement we send you will govern your restated Account. When we restate your Account, we may restate any Additional Cards issued in connection with your Account, and bill you the applicable annual fee(s).

AMERICAN EXPRESS
CENTURION BANK



David E. Poolson
President/CEO

TO OPTIMA CARDMEMBERS IN THE U.S. AND ITS TERRITORIES. YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the "Fair Credit Billing Act." NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR OPTIMA ACCOUNT STATEMENT.

If you think your statement is wrong or if you need more information about a transaction on your statement, write us on a separate sheet of paper at the address for billing inquiries listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can also telephone us at the number indicated on the front of your billing statement, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your Account bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any question amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any Finance Charges related to any questioned amount. If we did not make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amounts. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement, and we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your statement was correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES

If you have a problem with the quality of property or services that you purchased with the Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or service. There are two limitations to this right:

- (a) you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and
- (b) the purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

NOTE FOR OHIO RESIDENTS

The Ohio law against discrimination requires that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

AGREEMENT BETWEEN OPTIMA[®] PLATINUM CARD[®] MEMBER AND AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. CONCERNING ELECTRONIC FUND TRANSFER SERVICES

SCOPE OF AGREEMENT

This Agreement covers your participation in the Express Cash Program offered by American Express (the "Program"). In this Agreement, the words "you," and "your" refer to the Card member who has applied to participate in the Program. The words "we," "our" and "us" refer to American Express Travel Related Services Company, Inc., which offers the Express Cash Program in its capacity as agent for American Express Centurion Bank. The words "your credit line" refer to the line of credit on the Optima Platinum Card Account with respect to which a Card was issued to you. For purposes of this Agreement only, unless we specify otherwise, the word "Card" means the Optima Platinum Card issued to you.

Participating in the Express Cash Program will enable you to use the Card to obtain cash from Automated Teller Machines ("ATMs") operated by any bank or financial institution that participates in the Program and to obtain American Express[®] Travelers Cheques ("Cheques") and cash where available, directly from American Express Dispensers. Participating in the Program may also enable you to obtain cash and/or Cheques (including at times American Express[®] Gift Cheques) through other means that we may make available. Such ATMs and American Express Dispensers are hereinafter referred to as "Machines." Any transaction made under the Program is hereinafter referred to as a "transaction." The words "other options" refer to electronic payment transfer options and/or other cash and cheque access which American Express may make available from time to time. The Program may also enable you to participate in other options.

By using the Card to obtain cash or Cheques through the Program, you will be agreeing with us to everything written here.

PERSONAL IDENTIFICATION NUMBER

After you have enrolled in the Program, we will issue to you or allow you to choose your own Personal Identification Number ("PIN"). Each time you wish to obtain cash, Cheques, or other services under this Program, you must supply your PIN and use or present the Card. To ensure that no unauthorized transactions are made under the Program, you should take all reasonable precautions to prevent any other person from learning your PIN or using the Card. For example, you should never keep any material containing your PIN attached to or with the Card. Other options may or may not require the use of a PIN.

LIMITS ON OBTAINING CASH OR CHEQUES

Presently, you may obtain a cash and/or Cheque advance based on your available cash line. The maximum a Card member can obtain during any seven-day period is \$3,500.00. Other limits may be imposed at our discretion. Also, the bank operating a Machine may impose its own limits and, for security reasons, the bank or other provider of funds may have additional limits on the number or amount of transactions.

In no event may you obtain cash or Cheques in excess of your credit line.

PAYMENT FOR CASH OR CHEQUES

Each time you initiate a transaction, you authorize us or our agent to charge to your credit line a Cash Advance in the amount of the transaction. The amount of the transaction shall be the amount of cash you have received or the face value of the Cheques, plus any applicable fees or charges. The fees or charges are disclosed in the Section of this Agreement entitled "CHARGES." This charge to your credit line constitutes a Cash Advance, which is billed on your Card Account.

CHARGES

The fee for each cash transaction at a Machine shall be 3% of each cash transaction amount with a \$5.00 minimum and no maximum. Also, an owner of a Machine may impose a surcharge for usage in addition to any transaction fee charge. For Cheque transactions, the fee applicable to purchases of Cheques shall be 1% of the face value of the Cheques in your billing currency. Also, the bank or provider of funds may charge you additional fees when applicable.

FOREIGN CURRENCY TRANSACTIONS

If you initiate a transaction in a foreign currency, it will be converted into U.S. dollars on the date it is processed by us or our agents at a rate set by us based on an interbank, tourist or (where required by law) official rate, increased in each instance by up to 2%. This rate may differ from rates in effect on the date of your transaction. Express Cash transactions in foreign currencies converted by unaffiliated banks or other third parties will be billed at the rates such banks or other third parties use.

TRAVELERS CHEQUE REFUNDS

You agree that if you obtain or use Cheques, your right to receive a refund or replacement if those Cheques are lost or stolen shall be subject to all of the conditions listed below:

- you have signed the Cheques in the upper left corner in permanent ink;
- you have not signed the Cheques in the lower left corner;
- you have not given the Cheques to another person, or company to hold or to keep, or as part of a confidence game;
- you have not used the Cheques in violation of any law, including as part of an illegal bet, game of chance or other prohibited action;
- your Cheques have not been taken by court order or by government action;
- you immediately notify us of the loss or theft of the Cheques;
- you report all facts of the loss or theft to us and also to the police if we ask you to;
- you inform us of the serial numbers of the lost or stolen Cheques and the place and date of purchase;
- you complete our refund forms and provide us with acceptable proof of your identity; and
- you give us all reasonable information and help requested to make a complete investigation of the loss or theft.

We reserve the right to investigate the circumstances of any loss or theft.

We cannot stop payment on any Cheque.

WRITTEN RECORDS OF TRANSACTIONS

You will receive a receipt at the time of each transaction at a Machine describing the transaction. In addition, we will send the Basic Card member a monthly statement showing the status of the Card Account, all transactions, and any charges we have imposed. If there are no transactions under the Program in a particular month, we may not send a statement.

LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING

Tell us AT ONCE if you believe the Card or your PIN has been lost, stolen or used without your permission. Telephoning is the best way of minimizing your possible losses. We will not hold you liable for any unauthorized transaction which occurs after you notify us of a loss, theft or possible unauthorized use of the Card or your PIN. In any event, even if you fail to notify us, your liability for any unauthorized transaction or series of related unauthorized transactions shall not exceed \$50. See the section entitled "HOW TO CONTACT US" below.

YOUR LIABILITY FOR IMPROPER TRANSACTIONS OR TYPING MISTAKES

If a transaction is not completed as you have directed or if we do not complete a transfer to or from your credit line on time in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable to you in the following instances:

- if the transaction would exceed the credit limit on your credit line;
- if the Machine or other location where you are making the transaction does not have enough cash or Cheques;
- if the Machine was not working properly and you knew this at the time you started the transaction;
- if circumstances beyond our control (such as fire or flood) prevent the transaction despite reasonable precautions that we have taken;
- or any other exceptions stated in this Agreement.

ARBITRATION

The Card Account is governed by the previous agreement. The Arbitration provision contained within that agreement applies to this Agreement. Please refer to that provision as you read this Agreement.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

In order that your privacy may be protected, we will not disclose any information about your Express Cash transactions to any person, except as follows:

1. as necessary to complete transactions;
2. to verify the existence and condition of the Card Account for a third party, such as a financial institution or a credit bureau (or, for Massachusetts residents, a consumer reporting agency as defined in Chapter 93 of the Massachusetts General Laws);
3. to comply with government agency or court orders;
4. to our employees, auditors, service providers, attorneys, or collection agents in the course of their duties;
5. to persons authorized by law in the course of their official duties; or
6. if you give us your written permission.

HOW TO CONTACT US

If for any reason you wish to contact us about the Express Cash Program, about your participation in the Program or about transactions relating to the Program, write or call us as follows: American Express Travel Related Services Company, Inc., Express Cash Operations, P.O. Box 27084, Greensboro, NC 27425, 1-800-CASH-NOW (24 hours a day, seven days a week).

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS

Write or call us at the number or address given above as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed on your statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

1. Tell us your name and Card Account 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.

If you tell us orally, we may require that you send us your complaint or question in writing within ten business days* from the date you notified us.

We will tell you the results of our investigation within ten business days* after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will ensure that your bank recredits your credit line within ten business days* for the amount you think is in error. If we ask you to put your complaint or question in writing and we do not receive it within ten business days* following your oral notification, we may not recredit your credit line.

For transactions initiated outside the U.S. (and in the event there are transfers resulting from any point-of-sale debit card transactions), we will have 90 calendar days to complete our investigation, unless otherwise required by law.

If notification of an error on your Account is received within 30 calendar days after your Account is opened, we will have 20 business days to provide you with the results of our investigation and correct any error and 90 days to complete the investigation.

If we determine that there was no error, we will send you a written explanation within three business days after we finish our investigation. Upon your request, we will provide you with copies of the documents that we used in our investigation. If we have provisionally recredited your credit line during the investigation and determine that there was no error, we will notify you of the date on which we will redebit your credit line, and the amount to be debited.

BUSINESS DAY

For purposes of this Agreement, our business days are Monday through Friday. Holidays are not included.

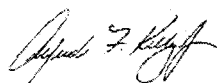
TERMINATION

We, or any bank or financial institution participating in the Program, may add or remove any or all Machines or extend or limit the services provided at any location without notifying you beforehand. In addition, we may discontinue the Program at any time. We may also revoke your right to participate in the Program, but if we do, we will give you written notice of such revocation. You may terminate your participation in the Program but you must do so by writing to us at the address disclosed in the Section of this Agreement entitled "HOW TO CONTACT US."

Your right to participate in the Program will also be terminated if the Card Account is canceled for any reason, or if your participation in the Program is inactive for 18 consecutive months or more. For security reasons, once your Express Cash access has reached an inactive status, your enrollment information will be removed from our records. Your participation in the Program also depends upon the Card Account remaining in good standing.

PRIOR AGREEMENTS AND ASSIGNMENTS

This Agreement terminates and takes the place of all prior Agreements you may have with us relating to the Program using the Optima Platinum Card. We have the right to assign this Agreement to a subsidiary or affiliate company at any time.



Alfred E. Kelly, Jr.
President
Consumer Card Services Group

FOR YOUR SAFETY WHEN USING AN ATM, PLEASE OBSERVE THE FOLLOWING:

If the ATM you are using is inside a building, close the entry door completely upon entering. Individuals who have a legitimate need to gain access to an ATM should have a card. There may be occasions when unauthorized users gain access to an ATM machine that are beyond an individual's control.

Put withdrawn cash or Travelers Cheques in a secure place before stepping away from the ATM. Be aware of your surroundings. If you believe you are being watched or followed, cancel your transaction, then go to a well-populated area. If necessary, call the local police.

Do not write your PIN number on or near the Card. Do not give your PIN number to anyone else. In case of an emergency, call 911.

Complaints concerning security at an American Express Dispenser should be directed to the address listed under "HOW TO CONTACT US."

Note: Activity is being recorded by hidden cameras at ATM locations in New York City and/or as required by local regulations.

NOTE FOR MASSACHUSETTS RESIDENTS

General Disclosure Statement. Any documentation provided to you which indicates that an electronic transfer was made shall be admissible as evidence of such transfer and shall constitute *prima facie* proof that such transfer was made.

The initiation by you of certain electronic funds transfers from your Account will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the transfer.

Unless otherwise provided in this Agreement, you may not stop payment of electronic fund transfers; therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

Disclosure of Account Information to Third Parties. If you give us your written authorization to disclose information about you, your Card Account or the transactions that you make to any person, that authorization shall automatically expire 45 days after we receive it.

Optional Limit on Obtaining Cash. You have the option to request that we limit the total amount of cash that you may obtain from an ATM in a single day to \$50. If you elect this option, we will take all reasonable steps to comply with your request.

*For Massachusetts residents: ten calendar days instead of ten business days.

THE PURCHASE PROTECTION PLAN

DESCRIPTION OF COVERAGE

How The Purchase Protection Plan Works. When an American Express® Cardmember charges a covered purchase with his or her Card Account, the Purchase Protection Plan protects that item for 90 days from the date of purchase if it is stolen or accidentally damaged, including vandalism. The coverage is limited to \$1,000 per Occurrence, up to \$50,000 per Cardmember Account per policy year, and is in EXCESS of other sources of indemnity.

HOW YOU BENEFIT

- Items of personal property purchased worldwide with the Card are covered, including gifts purchased for others.
- As a Cardmember, your purchase is covered for 90 days from the date of purchase when you charge any portion of the price of the purchased item with your Card Account. You will only be reimbursed for the amount charged to your Card.
- The Purchase Protection Plan provides coverage for up to \$1,000 per Occurrence of theft or accidental damage, including vandalism, ("Occurrence"), not to exceed \$50,000 per Cardmember Account per policy year.

- The program administrator will decide whether to have the item repaired or replaced, or to reimburse you (cash or credit) up to the amount charged to the Card, and not to exceed the original purchase price. The Purchase Protection Plan does not reimburse for shipping and handling expenses or installation, assembly, or other service charges.

WHO IS COVERED

You are covered under this Plan and coverage remains effective as long as you are a U.S. resident Cardmember, that is, the American Express Card has been issued in your name, and you maintain your permanent residence in the 50 United States of America, the District of Columbia, Puerto Rico, or the U.S. Virgin Islands.

Your Permanent Residence is considered your primary dwelling place.

KEY TERMS TO KNOW

- Benefits will not be paid if, on the date of Occurrence, on the date of claim filing, or on the date of would-be claim payment any amount due on your Card Account is unpaid for one or more billing cycle(s) or your Card Account is canceled.
- You must provide proof of purchase and satisfactory proof of the theft, accidental damage, including vandalism, while coverage is in effect to qualify for payment under the Purchase Protection Plan. Remember to keep all your American Express charge receipts, original store receipts, and damaged items.
- Coverage under the Purchase Protection Plan is EXCESS. This means that if, at the time of Occurrence, you have other valid and collectible insurance or indemnity — such as but not limited to homeowner's or renter's insurance — the Purchase Protection Plan will cover that amount not covered by such other insurance or indemnity, up to the limits of the Purchase Protection Plan.
- Product rebates, discounts or money received from lowest price comparison programs will be deducted from the original cost of the item.

PURCHASES NOT COVERED

- travelers checks, tickets of any kind, negotiable instruments (such as gift certificates, gift cards and gift checks), cash or its equivalent;
- animals or living plants;
- consumable or perishable items with limited life spans (such as, but not limited to, perfume, light bulbs, batteries);
- at the time of purchase, used, rebuilt, refurbished, or remanufactured items;
- if the damaged or stolen item consists 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 the article(s) may have had as part of a set or collection;
- permanent household and/or business fixtures, including, but not limited to, carpeting, flooring and/or tile;
- business fixtures, including, but not limited to, air conditioners, refrigerators, heaters;
- custom hospital, medical and dental equipment and devices;
- rare stamps or coins;
- antique, previously owned items;
- items purchased for resale, professional, or commercial use;
- items still under installment billing (except those purchased from American Express Merchandise Services);
- motorized vehicles and watercraft, aircraft, and motorcycles or their motors, equipment, parts or accessories;
- items rented, leased or borrowed for which you will be held responsible.

OCCURRENCES NOT COVERED

- items lost or misplaced;
- items stolen from motor vehicles;
- items not reasonably safeguarded by you (for example, unlocked or unattended items stolen from public facilities will not be covered);
- items stolen from baggage not carried by hand under your personal supervision or under the supervision of a traveling companion known by you;
- items that you damage through alteration (including cutting, sewing, and shaping);
- items damaged due to normal wear and tear, inherent product defect or normal course of play (such as, but not limited to, golf and tennis balls);

- Occurrences caused by any of the following: fraud, abuse, natural disaster including, but not limited to, flood, earthquake, tornado or hurricane, war or hostilities of any kind (e.g., invasion, rebellion, insurrection), confiscation by order of any government, public authority, or customs official, risks of contraband, illegal activity or acts radioactive contamination;
- Items lost, damaged, or stolen under the care and control of a third party or common carrier;
- manufacturer's defects;
- items at an unoccupied construction site.

HOW TO FILE A CLAIM

Remember, to ensure prompt processing of your claim, you need to report any theft or damage immediately following the date of the Occurrence, including for gifts purchased with the Card. Remember also, you need to retain your receipts and your damaged item (if required) until the claim process is complete.

1. Call toll-free 1-800-822-1277 to report your claim (overseas, call collect at 1-202-273-6498).

Note: You must report your claim within 30 days from the date of Occurrence.

2. You may be sent a Purchase Protection Claim Form which you must complete, front and back, sign, and return to the claims office with the following required documents: (keep copies for your own records):

- the American Express charge receipt;
- the original itemized store receipt;
- the insurance declaration forms for your other sources of insurance or indemnity (e.g., homeowner's or renter's insurance);
- a photograph of and/or repair estimate for the damaged item (damage claims only); and
- for theft and vandalism claims, a report regarding the stolen or vandalized items must be filed with the appropriate authority before you call to file a claim with the Purchase Protection Plan.

Note: You must return your completed claim form and required documents within 60 days from the date of Occurrence to remain eligible for coverage.

3. The program administrator will decide whether to have the item repaired or replaced, or to reimburse you (cash or credit) up to the amount charged to the Card, and not to exceed the original purchase price. The Purchase Protection Plan does not reimburse for shipping and handling expenses, or installation, assembly, or other service charges.

Note: No payment will be made for invalid claims or on any claims not substantiated in the manner required by the insurer.

- For damage claims, you may be required to send in the damaged item(s), at your expense, for further evaluation of your claim.

Note: If requested, you must send in the damaged item within 30 days from the date of request to remain eligible for coverage.

IS A BENEFIT PAID UNDER INFORMATION IN YOUR CARD?
The benefits provided under the Purchase Protection Plan apply only to you. Only you have any legal or equitable right, remedy, or claim to insurance proceeds and/or damages under or arising from the Purchase Protection Plan.

All reasonable and practical steps must be taken to avoid or lessen any damage to property covered by the Purchase Protection Plan being stolen or damaged.

When a benefit has been paid under the Purchase Protection Plan, the Insurer becomes subrogated, to the extent of such payment, to all your rights and remedies against any responsible party. Upon our request, you must provide us reasonable assistance, including signing documents if necessary, to bring suit in your name.

The Purchase Protection Plan is underwritten by AMEX Assurance Company ("Insurer"), Administrative Office, Green Bay, Wisconsin. This document serves only as a description of coverage and is not a policy or contract of insurance; the actual terms, conditions and exclusions of Policy AX0951 ("Policy") govern the Purchase Protection Plan. The Policy has been issued to American Express Travel Related Services Company, Inc. ("American Express"), the Policyholder. This document replaces all existing prior Descriptions of Coverage for the Purchase Protection Plan.

Kenneth J. Clark

Kenneth J. Clark, President
AMEX Assurance Company
6726-11-01

Timothy Meehan

Timothy Meehan, Secretary
AMEX Assurance Company

1. For those eligible and enrolled in the Membership Rewards program, the cost of a covered product may also be purchased through redemption of a Membership Rewards program redemption certificate.
2. For those eligible and enrolled in the Membership Rewards program, benefits are also paid when the purchased item is received through the redemption of a Membership Rewards program redemption certificate.
3. Credit reimbursement does not apply to New York State residents.
4. For those eligible and enrolled in the Membership Rewards program, payment or credit will not exceed the original assigned value of the personal property received through redemption of a Membership Rewards program redemption certificate up to the stated limits, excluding shipping and handling expenses.
5. **Important note for those enrolled in the Membership Rewards program:** A Membership Rewards program redemption certificate can only be redeemed by eligible Cardmembers. Benefits will not be paid when a Membership Rewards program redemption certificate has been transferred to non-eligible Cardmembers and/or non-Cardmembers.
6. Does not apply to New York State residents.
7. When eligible and enrolled in the Membership Rewards program, proof of assigned value placed on such property when using a Membership Rewards program redemption certificate, must be submitted in addition to other required documents.

THE BUYER'S ASSURANCE PLAN

DESCRIPTION OF COVERAGE

How The Buyer's Assurance Plan Works. When a Cardmember charges the entire cost of a covered product with his or her Card Account, the Buyer's Assurance Plan will extend the terms of the original manufacturer's warranty for a period of time equal to the duration of the original manufacturer's warranty, up to one additional year, on warranties of five years or less that are eligible in the U.S.

HOW YOU BENEFIT

- The Buyer's Assurance Plan mirrors manufacturers' warranties for covered products purchased entirely with your Card Account, up to one additional year.
- When your covered product's manufacturer's warranty expires, the Buyer's Assurance Plan takes effect. The Buyer's Assurance Plan cannot pay more than the actual amount charged to your Card for the item or \$10,000, whichever is less, not to exceed \$50,000 per Cardmember Account per policy year for all occurrences combined.
- Coverage is provided for any product malfunction, defect or damage covered by the terms of the product's original warranty ("Occurrence") - at no extra cost.
- For items charged entirely with the Card, the program administrator will decide whether to have the item repaired or replaced, or to reimburse you (cash or credit), not to exceed the original purchase price. The Buyer's Assurance Plan does not reimburse for shipping and handling expenses or installation, assembly, professional advice, maintenance or other service charges.
- Where the personal property consists of articles in a pair or set, this Policy shall be liable for one item in the pair or set which form the basis of claim hereunder.
- No product registration or enrollment is required for any covered products, including gifts purchased for others.

WHO IS COVERED

You are covered under this Plan and coverage remains effective as long as you are a U.S. Resident Cardmember, that is, the American Express Card has been issued to you in your name, and you maintain your permanent residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands.

Your Permanent Residence is considered your primary dwelling place.

KEY TERMS TO KNOW

- Benefits will not be paid if, on the date of Occurrence, on the date of claim filing, or on the date of would-be claim payment, any amount due on your Card Account is unpaid for one or more billing cycle(s) or your Card Account is canceled.
- You must provide proof of purchase and satisfactory proof of the covered Occurrence while coverage is in effect to qualify for benefits under the Buyer's Assurance Plan. Remember to keep all your American Express charge receipts, original store receipts, original manufacturers' warranties, and products requiring repair.
- If you purchase an additional service contract or extended warranty with a product which is otherwise eligible under the Buyer's Assurance Plan and the combined coverage provided by both the original manufacturer's warranty and the purchased service contract does not exceed five years, then the product is eligible for coverage under the Buyer's Assurance Plan. The Buyer's Assurance Plan will extend the warranty time period and amount of coverage of the original manufacturer's warranty up to one additional year after both the original manufacturer's warranty and the purchased service contract have expired. If, however, you purchase an American Express Service Plan with a purchase from American Express Merchandise Services, the Buyer's Assurance Plan will apply before the service plan is in effect. If the combined coverage of the original manufacturer's warranty and the purchased service contract exceeds five years then the product purchased is not eligible under the Buyer's Assurance Plan and no coverage applies.
- If you buy an additional service contract or an extended warranty for a computer, computer component or part that already comes with an original U.S. manufacturer's warranty, unless such coverage is provided from, and administered by, the original manufacturer, coverage under the Buyer's Assurance Plan does not apply.

PRODUCTS NOT COVERED

- products not having manufacturers' warranties valid in the U.S.;
- at the time of purchase, used, rebuilt, refurbished or remanufactured items;
- products covered by an unconditional satisfaction guarantee;
- motorized vehicles (such as cars, trucks, motorcycles, boats, airplanes) and their parts, subject to high risk, combustible wear and tear, or mileage stipulations (including batteries, carburetors, pipes, hoses, pistons, brakes, tires, or mufflers);
- motorized devices and their parts used for agriculture, landscaping, demolition or construction;
- motorized devices and their parts which are permanent additions or fixtures to a residential or commercial building;
- business fixtures, including, but not limited to, air conditioners, refrigerator, stoves, heaters;
- land or buildings;
- consumable or perishable items;
- animals or living plants;
- one-of-a-kind products which cannot be replaced;
- items purchased for resale, professional, or commercial use;
- items still under installment billing (except those purchased from American Express Merchandise Services); and
- products with manufacturers' warranties, or combined manufacturer's warranties and service plan agreements, lasting in excess of five years.

OCCURRENCES NOT COVERED

- any physical damage, including damage as a direct result of natural disaster or a power surge, except to the extent the manufacturer's warranty covers damage;
- Occurrences caused by any of the following: fraud; abuse; war or hostilities of any kind (e.g., invasion, rebellion, insurrection); confiscation by order of any government, public authority, or customs official; risks of contraband, illegal activity or acts; radioactive contamination;
- mechanical failure covered under product recall;
- all occurrences that take place outside the Buyer's Assurance Plan coverage effective period.

HOW TO FILE A CLAIM

Remember, you need to report any Occurrence immediately, including that for gifts purchased with the Card. Remember also, you need to retain your receipts, the original manufacturer's warranty and the product requiring repair until the claim process is complete. You may also be asked to obtain a repair estimate.

1. Call toll-free 1-800-225-3750 to notify us of your claim (evenings, call collect at 1-301-375-6989).

Note: You must report your claim within 30 days from the date of Occurrence.

2. The program administrator will decide whether to have the item repaired or replaced, or to reimburse you (cash or credit) up to the amount charged to the Card, and not to exceed the original purchase price. The Buyer's Assurance Plan does not reimburse for shipping and handling expenses or installation, assembly, or other service charges.

Note: No payment will be made for invalid claims or claims not substantiated in the manner required by the insurer.

3. You must return all requested documentation within 60 days from the date of Occurrence to remain eligible for coverage.
4. For some claims, you may be required to send in the damaged product at your expense, for further evaluation of your claim.

Note: If requested, you must send in the damaged product within 30 days from the date of request to remain eligible for coverage.

ADDITIONAL INFORMATION FOR YOU

The benefits provided under the Buyer's Assurance Plan apply only to you and additional Cardmembers on your Account. Only you and those persons have any legal or equitable right, remedy, or claim to insurance proceeds and/or damages under or arising from the Buyer's Assurance Plan.

Subject to the terms and conditions of the Plan, if the Cardmember is notified that any warranty has ended for any reason (such as bankruptcy of the manufacturer or other responsible party), the Buyer's Assurance Plan will continue to provide coverage, not to exceed one year from the date the Cardmember is notified of such an event. The Cardmember may be asked to provide proof in the form of a public announcement or other official documentation.

The Buyer's Assurance Plan is underwritten by AMEX Assurance Company ("Insurer"), Administrative Office, Green Bay, Wisconsin. This document serves only as a description of coverage and is not a policy or contract of insurance; the actual terms, conditions and exclusions of Policy AX0953 ("Policy") govern the Buyer's Assurance Plan. The Policy has been issued to American Express Travel Related Services Company, Inc. ("American Express"), the Policyholder. This document replaces all existing prior Descriptions of Coverage for the Buyer's Assurance Plan.

Kenneth J. Cook

Kenneth J. Cook, President
AMEX Assurance Company
6717 11 01

Timothy Meehan

Timothy Meehan, Secretary
AMEX Assurance Company

1. For those eligible and enrolled in the Membership Rewards program, the entire cost of a covered product may also be purchased through redemption of a Membership Rewards program redemption certificate.
2. Credit reimbursement does not apply to New York State residents.
3. For those eligible and enrolled in the Membership Rewards program, payment or credit will not exceed the original assigned value of the personal property received through redemption of a Membership Rewards program redemption certificate up to the stated limits, excluding shipping and handling expense.
4. Important note for those enrolled in the Membership Rewards program: A Membership Rewards program redemption certificate can only be redeemed by eligible Cardmembers. Benefits will not be paid when a Membership Rewards program redemption certificate has been transferred to non-eligible Cardmembers and/or non-Cardmembers.
5. Does not apply to New York State residents.

CAR RENTAL LOSS AND DAMAGE INSURANCE PLAN

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 reserve 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. This coverage is always EXCESS insurance.

WHO IS ELIGIBLE FOR COVERAGE

You are eligible for coverage if you are a U.S. Personal, Gold, Rewards Plus Gold Cardmember ("Cardmember"). You are a U.S. Personal, Gold, Rewards Plus Gold Cardmember if (1) you are an American Express Basic or Additional Cardmember and a Personal, Gold, Rewards Plus Gold Card (referred to as the "Card") is issued in your name, and (2) your Card Account is billed from a U.S. operating center in U.S. dollars.

A Personal, Gold, Rewards Plus Gold Cardmember who is enrolled at an accredited four-year college, university or graduate school in the United States and is receiving student benefits provided as a benefit of Cardmembership is not eligible for benefits under this Policy.

You are also eligible for coverage under the policy if you are a Fidelity American Express® Card, Fidelity American Express® Gold Card, American Express® Investment Management Account Platinum Card, American Express® Investment Management Account Gold Card, Optima® Platinum Cash Rebate Card or Rewards Plus Gold Cardmember, Delta SkyMiles® Credit Cardmember, Gold Delta SkyMiles® Credit Cardmember, Platinum Delta SkyMiles® Credit Cardmember, Optima® Platinum Cardmember, Blue from American Express, American Express Credit Card, Starwood Preferred Guest Credit Cardmember from American Express, The American Express® Golf Cardmember, EasyMiles Cardmember, The Hilton HHonors® Platinum Credit Card from American Express Cardmember, The Small Business Card from American Express Cardmember, American Express® Credit Card or an Optima Cardmember of an Account status and class that is provided Car Rental Loss and Damage Insurance as a benefit of Optima Cardmembership ("Cardmember"). You are a Fidelity American Express® Card, Fidelity American Express® Gold Card, American Express® Investment Management Account Platinum Card, American Express® Investment Management Account Gold Card, Gold Optima Platinum Cash Rebate Card or Rewards Plus Gold Cardmember, Delta SkyMiles® Credit Cardmember, Gold Delta SkyMiles® Credit Cardmember, Platinum Delta SkyMiles® Credit Cardmember, Optima® Platinum Cardmember, Starwood Preferred Guest Credit Cardmember from American Express, The American Express® Golf Cardmember, EasyMiles Cardmember, The Hilton HHonors® Platinum Credit Card from American Express Cardmember, The Small Business Card from American Express Cardmember, or an Optima Cardmember of an Account status and class if (1) an Optima® Card or American Express Credit Card (the "Card") is issued in your name, (2) you have received this description of coverage in conjunction with your current Card Account, and (3) your Card Account is billed from a U.S. Operating Center in U.S. dollars. The Policy covers Optima Cardmembers and American Express Cardmembers only of certain Account statuses and classes.

"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.

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 canceled.

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, 2) the wholesale Book value minus salvage and depreciation costs, or 3) the purchase invoice price of the Rental Auto minus salvage and depreciation costs. 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 or storage.

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 Workers' 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 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, 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.

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 eight 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 ten 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 Rodeos 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;
- alcohol intoxication on the part of the driver, as defined in the state where the Accident occurred;
- voluntarily taking any drug or acting under the influence or effect of that drug (unless taken as prescribed or administered by a Doctor);
- 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;
- failure to return keys to the Rental Company when the vehicle is stolen;
- theft or damage to unsecured vehicles;
- 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;
- loss of use fees imposed by the Rental Company;
- diminishment of value;
- 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 1-440-914-2950 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, 190 Box 9-729, 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 an 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.

Note: Benefits will not be paid if, on the date of loss, on the date of claim filing, or on the date of potential claim payment, any amount due on your Card Account is past due or your Card is canceled.

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 AX0925, 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.

NOTIFICATION OF LEGAL ACTION

When a Cardmember is served with suit and/or summons papers relating to a Car Rental Loss and Damage claim, the Cardmember must notify (see address and phone number under "Claims Notice" section) and provide copies of the suit or summons papers to the Car Rental Loss and Damage Claims Unit within 15 days of when the Cardmember is served. Failure to comply may result in denial of benefits.

ADDITIONAL INFORMATION FOR YOU

This coverage is underwritten by AMEX Assurance Company ("Insurer") through insurance Policy AX0925 (the "Policy") issued to American Express Travel Related Services Company, Inc. and its participating subsidiaries, affiliates and licensees. 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.

Kenneth J. Clark

Kenneth J. Clark, President
AMEX Assurance Company
6679-01-02

Timothy McHugh

Timothy McHugh, Secretary
AMEX Assurance Company

1. For those eligible and enrolled in the Membership Rewards program, if a Membership Rewards program redemption certificate is used, coverage is provided only to Rental Autos rented in the United States if America.
2. When used in conjunction with a Membership Rewards program redemption certificate, the participating Car Rental Companies are limited to Hertz, National and Budget.
3. If eligible and enrolled in the Membership Rewards program, coverage is also activated when the Cardmember (1) presents a Membership Rewards program redemption certificate and (2) uses a Membership Rewards program redemption certificate at a participating Commercial Car Rental Company. Important note for those enrolled in the Membership Rewards program: A Membership Rewards program redemption certificate can only be redeemed by eligible Cardmembers. Benefits will not be paid when a Membership Rewards program redemption certificate has been transferred to non-eligible Cardmembers and/or non-Cardmembers.
4. Does not apply to New York State residents.

**\$100,000 – \$250,000 –
\$500,000 – \$1,500,000¹**
TRAVEL ACCIDENT INSURANCE
UNDERWRITTEN BY
AMEX ASSURANCE COMPANY
ADMINISTRATIVE OFFICE,
GREEN BAY, WISCONSIN
(HEREIN CALLED "THE COMPANY")

DESCRIPTION OF COVERAGE

Covered Persons: A person shall be a Covered Person under the Blanket Master Group Policy AX0948 (the "Policy") only if:
1. he or she is

- a. For \$100,000 coverage, a Basic or Additional Cardmember who has one of the following Cards, or the extended payment Account offered in conjunction with any of the following, issued by American Express Travel Related Services Company, Inc. or its participating subsidiaries ("American Express") in his or her name: American Express® Business Card, American Express® Cash Rebate Card, American Express® Community Business, American Express® Credit Card, American Express® Investment Management Account Gold Card, American Express® Platinum Cash Rebate Card exclusively for Costco Members, Bank of Hawaii Credit Card from American Express, Bank of Hawaii Gold Credit Card from American Express, Best Rate Card, Blue for Business from American Express, Blue for Students®, Blue from American Express, Business Capital Line from OPEN: The Small Business Network®, Business Gold Card from OPEN: The Small Business Network®, Business Management Account from OPEN: The Small Business Network®, Business Membership Rewards® Card, Business Purchase Account from OPEN: The Small Business Network®, Buyer's Bonus Card, Continental OnePass Credit Card from American Express, Corporate Card from OPEN: The Small Business Network®, including beginning with Account number 37134, Corporate Cash Rebate Card from OPEN: The Small Business Network®, Corporate Costco Card from OPEN: The Small Business Network®, Delta Sky Miles Corporate Credit Card from OPEN: The Small Business Network®, Delta Sky Miles® Credit Card, Delta Sky Miles® Options® Card, Executive Corporate Card from OPEN: The Small Business Network®, Gold American Express Portfolio Credit Card, Gold Card, Gold Delta Sky Miles® Credit Card, Gold Senior Card, Gold Student Card, Membership Rewards® Credit Card from American Express, Membership Rewards

Options® Credit Card from American Express, National Multiple Sclerosis Credit Card, Optima® Card Accounts, Optima® Cash Rewards Card, Optima® Gold Card, Optima® Platinum Card, Optima® Platinum Cash Rebate Card, Optima® Platinum Preferred Card, Personal Card, Personal Choice Card, Personal Senior Card, Personal Student Card, Platinum Cash Rebate Card, Platinum Delta Sky Miles® Credit Card, Platinum ShopBike Credit Card from American Express, Starwood Preferred Guest Credit Card from American Express, The American Express® Golf Card, The Fidelity American Express® Card, The Fidelity American Express® Gold Card, The Hilton Honors® Platinum Credit Card from American Express, The New York Knicks Card from American Express, The New York Rangers Card from American Express, The Small Business Card from American Express; or

- b. For \$250,000 coverage, a Basic or Additional Cardmember who has a Rewards Plus Gold Card, Corporate Rewards Plus Gold Card or the extended payment Account offered in conjunction with and issued by American Express Travel Related Services Company, Inc. or its participating subsidiaries ("American Express") in his or her name; or
 - c. For \$500,000 coverage, a Basic or Additional Cardmember who has a Platinum Card®, Fidelity American Express Platinum Card, American Express® Investment Management Account Platinum Card, Corporate Platinum Card from OPEN: The Small Business Network®, Lexus Platinum Card®, American Express Platinum Financial Services Card or the extended payment Account offered in conjunction with and issued by American Express Travel Related Services Company, Inc. or its participating subsidiaries ("American Express") in his or her name on a Platinum Card Account; or
 - d. For \$1,500,000 coverage, a Basic or Additional Cardmember who has a Centurion Card, Corporate Centurion Card® from OPEN: The Small Business Network® or the extended payment Account offered in conjunction with and issued by American Express Travel Related Services Company, Inc. or its participating subsidiaries ("American Express") in his or her name on a Centurion Card Account; or
 - e. the spouse, Domestic Partner or dependent child under age 25 of any eligible person described in (a), (b), (c), (d) above; and
2. his or her Permanent Residence is in the 50 United States of America, District of Columbia, Puerto Rico, or U.S. Virgin Islands.

DEFINITIONS

"Accident" whenever used in this Policy means an unexpected event which causes injury and shall also include exposure resulting from a mishap on a Common Carrier Conveyance in which the Covered Person is traveling.

"Additional Cardmember" means any individual who has received an American Express Card at the request of a Basic Cardmember for use in connection with the Basic Cardmember's American Express Card Account.

"American Express Card" shall mean, unless otherwise specified, any of the Cards or Accounts listed above under Covered Persons.

"Basic Cardmember" means any individual who has asked American Express to issue one or more American Express Cards and who has an American Express Card Account.

"Common Carrier Conveyance" means an air, land or water vehicle (other than a rental) licensed to carry passengers for hire and available to the public.

A trip is a "Covered Trip" if:

1. it is a trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket or verification issued by the Common Carrier Conveyance; and
2. the Covered Person's fare for such trip has been actually charged to a specific American Express Card Account prior to any injury;

"Domestic Partner" means a person of the same or opposite gender who meets the following requirements:

1. has shared a residence with the Basic or Additional Cardmember for the last 12 months and plans to continue doing so;
2. is not married to any other person and is not committed to another Domestic Partner;
3. is at least 18 years old;
4. is not related to the Basic or Additional Cardmember by blood closer than would bar marriage per state law; and

5. is financially interdependent with the Basic or Additional Cardmember and documentation of mutual financial support such as copies of joint home ownership or lease, common bank accounts, credit cards or investments can be supplied.

"Injury" means bodily injury which:

1. is caused by an Accident which occurs while the Covered Person's insurance is in force under the Policy; and
2. results in loss insured in the Policy; and
3. creates a loss due directly and independently of all other causes, to such accidental bodily injury.

Permanent Residence means the Covered Person's one primary dwelling place where the Covered Person permanently resides.

BENEFIT AMOUNTS

As a benefit of Cardmembership, the Covered Person will receive a benefit level of \$100,000 - \$250,000 - \$500,000 - \$1,500,000 depending on the type of American Express Card account used to charge the Common Carrier Conveyance fare for the Covered Trip. Please refer to the Covered Persons section of the Description of Coverage. If you are still unsure what benefit level of coverage applies to your American Express Card, please contact the Customer Service Center toll-free number listed on the back of your Card, also shown on your Card statement.

Table of Losses

Loss of Life	\$100,000	\$250,000
<i>Dismemberment</i>		
Loss of both hands or both feet	\$100,000	\$250,000
Loss of one hand and one foot	\$100,000	\$250,000
Loss of entire sight of both eyes	\$100,000	\$250,000
Loss of entire sight of one eye and one hand or one foot	\$100,000	\$250,000
Loss of one hand or one foot	\$50,000	\$125,000
Loss of entire sight of one eye	\$50,000	\$125,000

Table of Losses

Loss of Life	\$500,000	\$1,500,000
<i>Dismemberment</i>		
Loss of both hands or both feet	\$500,000	\$1,500,000
Loss of one hand and one foot	\$500,000	\$1,500,000
Loss of entire sight of both eyes	\$500,000	\$1,500,000
Loss of entire sight of one eye and one hand or one foot	\$500,000	\$1,500,000
Loss of one hand or one foot	\$250,000	\$750,000
Loss of entire sight of one eye	\$250,000	\$750,000

Loss as used above with reference to hand or foot means complete and permanent severance through or above the wrist or ankle joint, and as used with reference to eye means the irrecoverable loss of the entire sight of such eye.

\$100,000 - \$250,000 - \$500,000 - \$1,500,000

MAXIMUM INDEMNITY PER COVERED PERSON

In no event will multiple American Express Cards obligate the Company to pay for more than one loss sustained by any one individual Covered Person as a result of any one Accident. The Company's obligation under the Policy will be determined according to the highest amount payable under the specific American Express Card actually used to charge the Common Carrier Conveyance fare for the Covered Trip as stated in the Benefit Amounts.

In no event will a loss from an injury while coverage is in force under the Policy AX0948 obligate the Company to pay benefits under Policy AX0949, the Company's Business Travel Accident Insurance Policy, in addition to any benefits payable by the Company under the Policy AX0948. The American Express Cards listed under this Policy do not receive coverage under Policy AX0949.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

The Company will pay the applicable benefit amount as determined from the Table of Losses if a Covered Person suffers a loss from an injury while coverage is in force under the Policy, but only if such loss occurs within 100 days after the date of the Accident which caused the injury. Benefits will be paid for the greatest loss. In no event will the Company pay for more than one loss sustained by the Covered Person as the result of any one Accident.

DESCRIPTION OF BENEFITS

This Benefit is payable if the Covered Person sustains injury as a result of an Accident which occurs while riding solely as a passenger in, or boarding, or alighting from or being struck by a Common Carrier Conveyance for a Covered Trip.

EXPOSURE AND DISAPPEARANCE

If the Covered Person is unavoidably exposed to the elements because of an Accident on a Covered Trip which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance, and if as a result of such exposure, the Covered Person suffers a loss for which benefits are otherwise payable under the Policy, such loss will be covered under the Policy.

If the Covered Person disappears because of an Accident on a Covered Trip which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance, and if the Covered Person's body has not been found within 52 weeks after the date of such Accident, it will be presumed, subject to there being no evidence to the contrary, that the Covered Person suffered Loss of Life as a result of injury covered by the Policy.

COVERAGE REQUIREMENTS

A Covered Person will be fully insured for benefits under the Policy while taking a trip on a Common Carrier Conveyance only when the fare has been charged to the specific American Express Card. Eligibility for coverage will remain in effect as long as the definition of a Covered Person is met.

PREMIUMS

The premium for this coverage is payable by American Express.

EXCLUSIONS

This Policy does not cover any loss caused or contributed to by (1) intentionally self-inflicted injury, suicide or any attempt thereof, while sane; (2) war or any act of war whether declared or undeclared, however, any act committed by an agent of any government, party, or faction engaged in war, hostilities, or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval or air forces) in the country where the injury occurs shall not be deemed an act of war; (3) injury to which a contributory cause was the commission of or attempt to commit an illegal act by or on behalf of the Covered Person or his/her beneficiaries; (4) injury received while serving as an operator or crew member of any conveyance; (5) injury received while driving, riding as a passenger in, boarding or alighting from a rental vehicle; (6) sickness, physical or mental infirmity, pregnancy, or any medical or surgical treatment for such conditions, unless treatment of the condition is required as the direct result of a covered injury; or (7) directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination.

BENEFICIARY

A Basic Cardmember may designate a beneficiary or change a previously designated beneficiary for himself/herself and his/her spouse/Domestic Partner and dependent children who are not also Basic or Additional Cardmembers. An Additional Cardmember may designate a beneficiary for himself/herself and his/her spouse/Domestic Partner and dependent children who are not also Basic or Additional Cardmembers or spouses/Domestic Partners or dependent children of Basic Cardmembers. No persons other than those stated above may designate or change a previously designated beneficiary. For such designation or change to become effective, a written request, on a form satisfactory to the Company, must be filed with American Express. Such designation or change shall take effect as of the date it was signed by the designator provided that it has been received by American Express, but any payment of proceeds made by the Company prior to receipt of such designation or change shall fully discharge the Company to the extent of such payment.

CLAIMS

Notice of claim must be given to AMEX Assurance Company, Claims Administrative Office, PO Box 19018, Green Bay, WI 54307-9018 within 20 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to the Company at its Administrative Office, or to any authorized agent of the Company, with information sufficient to identify the Covered Person shall be deemed notice to the Company.

PAYMENT OF CLAIMS

Benefits for Loss of Life of a Covered Person will be paid to the designated beneficiary. Benefits for all other losses sustained by a Covered Person will be paid to the Covered Person, if living, otherwise in the designated beneficiary. If more than one beneficiary is designated and the beneficiaries' respective interests are not specified, the designated beneficiaries shall share equally. If no beneficiary has been designated, or if the designated beneficiary does not survive the Covered Person, the benefits will be paid to the first surviving class of the following: 1) spouse or Domestic Partner; 2) children, equally per stirpes; and 3) the estate.

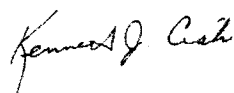
In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries described

above. Payment based upon any such affidavit shall fully discharge the Company from all obligations under the Policy unless, before such payment is made, the Company has received at its Administrative Office written notice of a valid claim by some other person(s). Any amount payable to a minor may be paid to the minor's legal guardian.

TIME LIMIT ON ACTIONS

No action at law or in equity shall be brought to recover under the Policy after the expiration of three years, five years for Centurion Card, Corporate Centurion Card™ from OPEN: The Small Business Network®, after the time written proof of loss is required to be furnished.

The benefits described herein are subject to all of the terms and conditions of the Policy. This Description of Coverage replaces any prior Description of Coverage which may have been furnished in connection with the Policy.



Kenneth J. Clark, President
AMEX Assurance Company
6713-11-01 CDM



Timothy Mehan, Secretary
AMEX Assurance Company

Notice to Florida Residents Only: The benefits of the Policy providing your coverage are governed primarily by the laws of a state other than Florida.

1. If, after reading this Description of Coverage, you are still unsure what benefit level of coverage applies to your American Express Card, please contact the Customer Service Center toll-free number listed on the back of your Card, also shown on your Card statement.

RETURN PROTECTION

PROGRAM DESCRIPTION

Return Protection offers you guaranteed product satisfaction on designated items purchased entirely with an eligible American Express Card. If you try to return a designated item within 90 days from the date of purchase and the merchant won't take it back, American Express will refund the full purchase price, up to \$300 per item, excluding shipping and handling, and up to a maximum of \$1,000 annually per Cardmember Account.

HOW TO FILE A RETURN PROTECTION REQUEST

Once you have verified that the merchant will not accept the designated item, call 1-800-297-8019 within 90 days of the purchase date to notify us of your request. Within 30 days from the date of your initial call, we need to receive the following:

- Original store receipt
- American Express Card record of charge
- Any other items deemed reasonable by us to process your request

Once your request has been approved, you will be instructed to send the purchased item to us 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 refund—up to \$300 per item and up to a maximum of \$1,000 per Cardmember per year—will be reimbursed to you.

LIMITATIONS

Purchases must be made in the United States and charged in full on your Card. A refund will not be paid if, on the date we receive your Return Protection Request, or on the date of would-be payment, any amount on your Card Account is past due for one or more billing cycle(s) or your Card is canceled. Refunds are limited to \$300 per designated item, and \$1,000 annually per Cardmember 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 Cardmember 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 will 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; mint discs; audiotapes, videotapes; computer software; firmware (such as console games, Nintendo, 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 1-800-297-8019.

BEST VALUE GUARANTEE

PROGRAM DESCRIPTION

Best Value Guarantee ensures that you pay the lowest price available on covered items purchased entirely with your American Express Card.

Simply use the Card as you normally would, wherever American Express Cards are welcome. If within 60 days you see an identical item to the one you purchased with the Card advertised in print (i.e., newspaper, magazine, periodical, journal, or store flyer) at a lower price than you originally paid, call 1-800-557-8317 to initiate a request for a refund. You will then be asked to send the dated advertisement, the store receipt and your record of charge to us within 90 days of your purchase. We will gladly honor your request for a refund on a savings of \$10 or more.

Once your request is approved we'll reimburse the price difference to you—up to \$250 per item excluding taxes, shipping, and handling and limited to one refund request per item purchased.

LIMITATIONS

Purchases must be made in the United States and charged in full on your American Express Card. A refund will not be paid if, on the date of your request or on the date of would-be payment, any amount on your Card Account is past due for 1 or more billing cycle(s) or your Card Account is canceled. Refunds are limited to \$250 per item and \$1,000 annually per Card Account.

An identical item is defined as an item that is exactly equal and alike in every way. This includes, but is not limited to, the brand name, model number, materials, workmanship and any associated warranty with that item. Any items that are purchased from a store that already has an established lowest price guarantee program will not be covered under Best Value Guarantee. Store advertisements which reference a discount on all items or types of items do not qualify. For example: An advertisement stating "All store merchandise is 40% off" is not eligible under this program. Items which are sold as an inclusive special offer, such as, but not limited to, a "kit," "package deal" or "bundled item" are not eligible. For example: An advertisement which offers a camcorder with a free tripod and carrying case is not eligible under this program. Rebate and coupon offers are not eligible. Items which have been returned to the merchant are not eligible for coverage. This program does not apply to any advertisements dated before your purchase or more than 60 days after your purchase. You are entitled to one refund request per item during this timeframe.

Items not covered are: animals and living plants; one-of-a-kind items (including antiques, artwork and furs); limited quantity items; items that the advertisement states can be purchased with cash only; demonstration items; going-out-of-business sales items; "discontinued" items; consumable or perishable items with limited life spans (such as, but not limited to, 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, taxes, or car rentals); rare and precious coins; stamps; used, rebuilt and refurbished items; cellular phones; pagers; tickets of any kind; travelers checks; motorized vehicles (such as cars, trucks, motorcycles, boats, or airplanes) and their parts; land and buildings; negotiable instruments (such as promissory notes); cash and its equivalent.

If you have any questions regarding the Best Value Guarantee program, please call our Customer Service Department at 1-800-557-8317.

Note: Best Value Guarantee is currently not available to international Dollar accounts with addresses in the continental U.S., Puerto Rico, or the U.S. Virgin Islands.

CREDIT PROTECTION PLAN ("CPP") BENEFITS, TERMS, AND CONDITIONS

THIS PRODUCT IS NOT A DEPOSIT, NOT FDIC INSURED, NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY, NOT GUARANTEED BY THE BANK, AND MAY GO DOWN IN VALUE.

To enroll in CPP, you must be the primary Cardmember and under age 71 (72 in NM). Total benefits for disability, or life insurance coverage are limited to your outstanding balance, up to \$10,000. Availability and cost vary by size. CPP is underwritten by Balboa Life Insurance Company ("BLIC"), Balboa Insurance Company ("BIC"), Balboa Life Insurance Company of New York ("BLICNY"), and Meniplan Insurance Company ("MIC") through a special arrangement with American Express® Centurion Bank. **The purchase of this insurance is not required and is not a factor in granting credit.**

CREDIT LIFE BENEFITS

If you should die, your unpaid balance on the date of loss will be paid in full up to \$10,000. Life insurance may not cover your Account if death is by suicide.* The life insurance coverage is provided by BLIC (BLICNY in NY).

CREDIT DISABILITY BENEFITS

The disability benefit pays your minimum monthly payment, based on your outstanding balance as of the day you become disabled, up to \$500 per month, \$10,000 maximum if you become totally disabled and remain so for 14 or more consecutive days in all states except MA, ME, VA. In ME and VA, benefits are paid retroactively beginning with the first day of disability after you have been disabled for 30 consecutive days. In MA, benefits are paid beginning with the 31st day of disability. Benefits may not cover total disability resulting from pregnancy, childbirth, intentionally self-inflicted injuries or pre-existing conditions.* The disability coverage is provided by BLIC (BLICNY in NY) (FL agent, James E. Brandt).

INVOLUNTARY UNEMPLOYMENT INSURANCE ("UI") BENEFITS

If you are employed (not self-employed or military) for 30 hours or more per week and become unemployed for 14 consecutive days, the benefit will pay your minimum monthly payment, based on your outstanding balance as of the date you become unemployed, up to \$500 per month, 12-month maximum (except nine-month maximum in KY, no maximum in TX) in all states except AK, AL, CO, CT, MA, ME, MN, NE, NM, NV, NY, PA, SC, TX, UT, VA, and VT. (Texas residents may call 1-800-662-2633 to inquire about optional coverage offer.) In the states of AL, CO, MA, NE, NM, NV, NY, TX, UT, and VA the benefits are paid beginning with the first day of unemployment and after you have been unemployed for 30 consecutive days. Benefits may not be paid for job loss due to voluntary unemployment, retirement, willful or criminal misconduct, strike or unionized labor disputes.* The UI coverage is provided by BIC (MIC in LA). UI is not available in AK, CT, ME, MN, PA, SC and VT.

FAMILY LEAVE BENEFITS

If you are employed for 30 hours or more per week and take an unpaid absence from work for at least 30 consecutive days, while caring for a newborn or adopted child or family member with a serious medical condition, residing in a federally declared disaster area, on jury duty, recalled to active military duty, on bereavement for a family member, the benefit will pay your minimum monthly payment up to \$500 per month for up to six months. Family Leave coverage is available in AL, AR, AZ, CA, CO, DC, DE, FL, GA, HI, IL, IN, KS, KY, LA, MI, MO, MS, MT, NC, NM, NV, ND, NJ, OH, OK, RI, SD, UT, WA, WI, WV, and WY.

COVERAGE AND MONTHLY COSTS PER \$100 OF OUTSTANDING BALANCE

The complete Credit Protection Plan costs: AL 81.7¢, AR 93.5¢, AZ 81.4¢, CA 89.9¢, CT 30.4¢, CO 50.1¢, DC 84.4¢, DE 89.2¢, FL 81.0¢, GA 81.5¢, HI 79.0¢, IA 37.5¢, ID 87.8¢, IL 86.3¢, IN 88.0¢, KS 89.2¢, KY 97.5¢, LA 91.5¢, MA 50.9¢, MD 68.7¢, ME 27.5¢, MI 86.5¢, MN 32.3¢, MO 70.4¢, MS 99.2¢, MT 65.0¢, NC 88.0¢, ND 89.9¢, NE 64.7¢, NH 43.3¢, NJ 70.0¢, NM 76.6¢, NV 86.2¢, NY 31.4¢, OH 87.1¢, OK 88.5¢, OR 88.1¢, PA 26.8¢, RI 87.3¢, SC 28.1¢, SD 81.9¢, TN 76.5¢, TX 43.8¢, UT 63.8¢, VA 30.2¢ (5.9¢ life, 13.8¢ disability, 10.5¢ UI), VT 29.6¢, WA 82.4¢, WI 76.5¢, WV 83.9¢, WY 86.9¢. The plan is not available in AK.

ADMINISTRATIVE OFFICES

Balboa Life & Casualty, P.O. Box 19702, Irvine, CA 92623. American Express Centurion Bank, P.O. Box 7802, Ft. Lauderdale, FL 33329. Policy #10245-8500, 20993-8500.

Enrollment in this Plan will result in monthly billing when a balance is carried until the service is canceled by the enrollee. This Plan may be modified, suspended, or otherwise terminated upon notice.

*Please refer to your certificate of insurance for a full description of the benefits, limitations and exclusions of coverage.