

05-117-CD

American Express vs. J. Love

MFS L. Love

American Express Centurian v. James Love
2005-117-CD

Michael McCormick

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Attorney for Plaintiff
Attorney#57507
P.O. Box 2245
Southeastern, PA 19399
(610) 902-0530

American Express Centurion Bank

Plaintiff

v.

James Love
518 Brisbin St.
Houtzdale, PA 16651-1207

Defendant

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

NO. 05-117-CJ

COMPLAINT - CIVIL ACTION

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

CLEARFIELD COUNTY COURT ADMINISTRATOR
230 E. Market St.
Clearfield, PA 16830
(814) 765-2641

AVISO

Le han demandado a usted en la corte. Si usted quiere defendese de estas demandadas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notification. Hace falta asentar una comparencia escrita on en persona o con un abogado y entregar a la corte en forma escritas sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notification. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perdes dinero o sus propriedades otros derechos importantes para usted.
LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASSISTENCIA LEGAL.

CLEARFIELD COUNTY COURT ADMINISTRATOR
230 E. Market St.
Clearfield, PA 16830
(814) 765-2641

FILED
M 2-05-00 rec'd 05-00
cc to shaw 1st attorney
JAN 26 2005

**William A. Shaw
Prothonotary**

RON Z. OPHER, ESQUIRE
Attorney for Plaintiff
P.O. Box 2245
Southeastern, PA 19399
Telephone No.: (610) 902-0530

AMERICAN EXPRESS CENTURION BANK	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	Clearfield COUNTY, PA
	:	
	:	Docket No. <u>05-117-CD</u>
James Love	:	
518 Brisbin St.	:	
Houtzdale, PA 16651-1207	:	
Defendant	:	

COMPLAINT - CIVIL ACTION

COUNT ONE

1. The Plaintiff herein is AMERICAN EXPRESS CENTURION BANK, a Utah Corporation and wholly owned subsidiary of American Express Travel Related Services Company, Inc., located at 6985 Union Park Centre, Midvale, UT 84047.

2. The Defendant herein is James Love, an adult individual located at 518 Brisbin St., Houtzdale, PA 16651-1207.

3. Defendant borrowed from American Express Centurion Bank the sum of \$2915.69 over the course of the parties' cardholder relationship on account number 3715-020425-11002 as of the date of the last account statement being, March 30, 2004. A true and correct copy of said account statement is attached hereto and marked Exhibit "A".

4. Under the terms of the cardholder agreement, additional interest has accrued, and continues to accrue, from March 30, 2004, at the rate of 23.99% per annum. A true and correct copy of the relevant cardholder agreement terms is attached hereto and marked Exhibit "B".

5. In addition, Defendant agreed to be liable for Plaintiff's actual costs of collection, including court costs and attorney's fees; said attorney's fees being contingent on recovery, at the rate of 15%. See Exhibit "B".

6. Plaintiff has in all respects fulfilled all conditions precedent to its obligations on the contract and for bringing this Complaint for damages.

7. Despite repeated demand by Plaintiff, Defendant has refused and continues in failure and refusal to pay further sums due Plaintiff.

WHEREFORE, Plaintiff demands judgment in its favor against Defendant, in the amount of \$2915.69, together with interest at the contract rate of 23.99% per annum commencing in March 30, 2004, and attorney's fees at the rate of 15%, and costs of this action.

COUNT TWO

Plaintiff also claims alternatively on the basis of quantum meruit or Quasi Contract.

8. Paragraphs 1 through 7 above are incorporated herein by reference as though fully set forth.

9. Plaintiff was neither a volunteer nor an officious intermeddler.

10. Plaintiff provided said credit.

11. Plaintiff expected payment from the Defendant for said credit in the amount set forth above.

12. The amount claimed is the fair and reasonable market value for said credit .

WHEREFORE, Plaintiff demands judgment in its favor against Defendant, in the amount of \$2915.69, together with interest at the contract rate of 23.99% per annum commencing in March 30, 2004, and attorney's fees at the rate of 15%, and costs of this action.

Dated: January 4, 2005

BY 
Ron Z. Opher, Esquire
Attorney for Plaintiff
of counsel to Zwicker & Associates, P.C.

DUPLICATE COPY



**Blue from
American ExpressSM**

**Earn points on all of your
purchases, everywhere
you use the Card.**
Visit www.americanexpress.com/rewards.

Prepared For
JAMES LCVE

Account Number
3715-020425-11002

Closing Date
01/04/04

Page 1 of 3

Previous Balance \$	Payment Activity \$	New Activity \$ inc. Adjustments and Finance Charges if any	New Balance \$	Minimum Amount Due \$	Payment Due Date
2,518.67	0.00	+123.34	=2,642.01	378.36	01/24/04

Credit Line Summary	Total Credit Line \$	Available Credit Line \$	Cash Advance Limit \$	Available Cash Limit \$	
cn 01/04/04	2,000.00	0.00	400.00	0.00	

Your account is overlimit and past due. Please pay at least \$642.01, plus any additional charges you have incurred since the date of this billing statement, to avoid any overlimit fees on your next statement. Please see your Cardmember Agreement for additional terms and conditions that may apply.

Contact us at www.americanexpress.com or call Customer Service at 1-888-BLUE-741.

Activity	• indicates posting date	Amount \$
Total of Payment Activity		0.00
New Activity for JAMES LOVE		Amount \$
Card XXXX-XXXXX5-11002		
12/28/03 Late Payment Fee		35.00
01/04/04 Periodic FINANCE CHARGE		52.60
01/04/04 Credit Protection Insurance Premium - For inquiries regarding the Credit Protection Plan, please call toll free 1-800-662-2633.		6.74
01/04/04 Overlimit Fee		29.00
Total of New Activity		123.34

↓ Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon

Account Number
3715-020425-11002

Payment Due Date:
01/24/04

Continued on Page 3

Please enter account
number on all checks and
correspondence.

JAMES LOVE
518 BRISBIN ST
HOOTZDALE PA 16651-1207

**Total New Balance
\$ 2,642.01**
**Minimum Amount Due
\$378.36**

To avoid additional
Finance Charges on
Purchases, pay New
Balance before Payment
Due Date.

|||||

\$
Amount enclosed

Note any address and/or
telephone number change
on reverse side. Unless
you check here, this
change will apply to all of
your Card Accounts except
any Corporate Card
Accounts you may have.

Mail Payment to:

AMERICAN EXPRESS
PO BOX 360002
FT LAUDERDALE FL 33336-0002



0000371502042511002 000264201000037836 03 A

A

DUPLICATE COPY



Prepared For
JAMES LOVE

Account Number
XXXX-XXXXX5-11002

Closing Date
01/04/04

Page 3 of 3

Finance Charges Billing days this period: 32	Average Daily Balance \$	Daily Periodic Rate	Actual ANNUAL PERCENTAGE RATE	Nominal ANNUAL PERCENTAGE RATE	Periodic FINANCE CHARGE \$
Purchases	1,861.83	0.0657%	23.97%	23.99%	39.14
Cash Advances	372.39	0.0657%	23.95%	23.99%	7.82
Balance Transfer	268.48	0.0657%	23.96%	23.99%	5.64
					5.64

Certain of the periodic rates and APRs above may be variable. Those rates may vary based upon the prime rate identified in the Wall Street Journal, as described in your Cardmember Agreement as currently in effect.

1 2 3 4 5 6 7 8 9 10 11 12

R136-1	17:38:50	RECOVERY MANAGEMENT SYSTEM	RAMXZMW	12/07/04
PNDING		View Financial Transactions	Birthdate....:	1/01/45
Acct...:	371502042511002		Status.....:	510
CUSTOMER	021617500011USD Cmkr	Y	Product Type.:	OP
Name...:	LOVE, JAMES		Officer.....:	01AMUS
Name 2.:	,		Recoverer....:	AMEX
Address:	518 BRISBIN ST	Bal	Agncy/Atty...:	2KJZ
Address:		USA	Interest %....:	
City...:	HOUTZDALE	PA 16651	Received.....:	1/22/04
Ph(Off):	8148654421	8143787484	Assigned.....:	7/20/04
Date	Time	Code	Description	Sys Gen Posted Amount
2/05/04	00:31	11410	DEBIT ADJUSTMENT - OTHER	5.40
1/31/04	00:34	11410	DEBIT ADJUSTMENT - OTHER	35.00
1/22/04	02:15	10P01	INITIAL RMS BALANCE	2642.01
		*****	END	*****

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F13 Dbtr Smmry F14 Slct F15 Vw Bal F16 Invoice F17 Detail

R136-1	17:38:50	RECOVERY MANAGEMENT SYSTEM	RAMXZMW	12/07/04
PNDING		View Financial Transactions	Birthdate....:	1/01/45
Acct...:	371502042511002		Status.....:	510
CUSTOMER	021617500011USD	Cmkr Y	Product Type..:	OP
Name...:	LOVE, JAMES		Officer.....:	01AMUS
Name 2.:	,		Recoverer....:	AMEX
Address:	518 BRISBIN ST	Bal	Agncy/Atty...:	2KJZ
Address:		USA	Interest %....:	
City...:	HOUTZDALE	PA 16651	Received.....:	1/22/04
Ph(Off):	8148654421	8143787484	Assigned.....:	7/20/04
Date	Time	Code	Description	Sys Gen Posted Amount
3/30/04	00:25	11410	DEBIT ADJUSTMENT - OTHER	35.00
3/05/04	00:27	11410	DEBIT ADJUSTMENT - OTHER	39.34
3/05/04	00:27	11410	DEBIT ADJUSTMENT - OTHER	29.00
3/05/04	00:27	11410	DEBIT ADJUSTMENT - OTHER	7.38
3/05/04	00:27	11410	DEBIT ADJUSTMENT - OTHER	5.32
3/01/04	01:02	11410	DEBIT ADJUSTMENT - OTHER	35.00
2/05/04	00:31	11410	DEBIT ADJUSTMENT - OTHER	38.69
2/05/04	00:31	11410	DEBIT ADJUSTMENT - OTHER	29.00
2/05/04	00:31	11410	DEBIT ADJUSTMENT - OTHER	7.49
2/05/04	00:31	11410	DEBIT ADJUSTMENT - OTHER	7.06 +

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F13 Dbtr Smmry F14 Slct F15 Vw Bal F16 Invoice F17 Detail

FDR 706738

CD 25932 (04/04)

AGREEMENT BETWEEN AMERICAN EXPRESS® CREDIT CARDMEMBER AND AMERICAN EXPRESS CENTURION BANK

Welcome to American Express Cardmembership

This document and the accompanying supplement(s) constitute your Agreement. Please read and keep this Agreement. Abide by its terms. When you keep, sign or use the Card issued to you (including any renewal or replacement Cards), or you use the account associated with this agreement (your "Account"), you agree to the terms of this Agreement. The words "you," "your" and "yours" mean the person who applied for the Account and the person to whom we address billing statements, as well as any person who agrees to be liable on the Account. The "Basic Cardmember" is the person who opened the Account. At your request, we may also issue a Card on your Account to another person (an "Additional Cardmember"). The term "Card" refers to the American Express® Card issued to you, all other Cards issued on your Account, and any other device (such as Account numbers and convenience checks) with which you may access your Account. "We," "our" and "us" refer to American Express Centurion Bank, the issuer of your Account.

Using the Card

You may use the Card to obtain goods and services from any person who accepts the Card ("Purchase(s)"). You may also use the Card to obtain loans ("Cash Advance(s)") through various means we may make available (e.g., ATM machines) up to the applicable limits on your Account. At our discretion, we may permit you to transfer balances from other accounts to your Account ("Balance Transfer(s)"). At our discretion, we may issue convenience checks that you can use to access your Account. Each convenience check may be used only by you. You may not use convenience checks to pay any amount you owe under this Agreement or to pay any other account you have with us or our affiliates. Transactions you make in response to promotional offers from us will be subject to the terms of the promotion and this Agreement.

All amounts charged to your Account, including Purchases, Cash Advances, Balance Transfers, convenience checks, annual fee(s), if any, any amounts guaranteed by use of the Card, other fees, and any Finance Charges, are "Charges." A convenience check that we identify as having been made payable to cash, to you, or to a bank, brokerage or similar asset account will be treated as a Cash Advance. Any other convenience check and/or a Balance Transfer will be treated as a Purchase, except as otherwise noted. If you make a Purchase or a Balance Transfer, or use a convenience check, that is governed by a promotional offer from us, the Charge will be included in a Promotional Balance, unless we notify you otherwise.

You agree not to let any person use a Card except a Cardmember whose name is on it. You agree to notify us if the Card is lost or stolen, or you suspect that it is being used without your permission. You agree to use the Account only for Purchases, Cash Advances, or Balance Transfers that are lawful and are permitted under this Agreement. We may issue you renewal or replacement Cards before a previously issued Card expires.

If you or an Additional Cardmember authorize a third party to bill Charges on a recurring basis to your Account ("Recurring Charge(s)"), we may (but are not required to) provide such third party with your current Account status, Card number and/or expiration date to permit that third party to continue billing your Account. We may take such steps even if your account number changes or if we issue a renewal or replacement Card to you or an Additional Cardmember. To withdraw authorization for a Recurring Charge, you must notify the third party.

Annual Fee

There is no annual fee for this Account.

Rebate

"Everyday Purchases" are Purchases at qualifying stand-alone supermarkets, drugstores, gas stations and home improvement stores in the United States. "Non-Everyday Purchases" are Purchases that are not Everyday Purchases. You will receive an Annual Rebate on the amount of your Purchases (net of credit for Purchases) made during the previous year ("Annual Purchases") based on the following tier structure: For the first \$2,000 in Annual Purchases, you will receive a Rebate of 0.50% for Everyday Purchases and 0.25% for Non-Everyday Purchases. For the next \$4,000 in Annual Purchases you will receive a Rebate of 1.0% for Everyday Purchases and 0.50% for Non-Everyday Purchases. For Annual Purchases above \$6,000, you will receive a Rebate of 3.0% for Everyday Purchases and 1.5% for Non-Everyday Purchases. You will receive an additional 2.0% Rebate for Everyday Purchases and an additional 0.50% Rebate for Non-Everyday Purchases posted to your Account in any billing period for which you do not pay in full the undisputed outstanding balance on your Account for that billing period provided your Account is not in default. Balances transferred from other accounts, purchases of American Express® Travelers Cheques or American Express® Gift Cheques, and Cash Advances are not eligible for Rebate credit and will not be included in determining your Annual Rebate. Your Rebate will be calculated for each billing cycle in accordance with the timing of

your Purchases; provided, however, that if a Non-Everyday Purchase item and an Everyday Purchase item are purchased on the same day, the Non-Everyday Purchase item will be added first to determine your Rebate tier level so that you will receive the highest Rebate percentage in accordance with the Rebate structure described above. If a credit is posted to your Account for a Purchase, your Rebate will be adjusted at the time the credit is posted to your Account in accordance with the Rebate structure described above. A Purchase that is in dispute will not be included in the determination of your Rebate tier until the dispute is resolved. If a credit posted to your Account places your Rebate in negative status, the Rebate will be represented as zero on your billing statement; you will not be responsible for paying off a Rebate in negative status.

You will receive the Rebate in the form of credit to your Account two months after your anniversary date. To receive the Rebate in any year, your Account must be active (not canceled) in the month of your anniversary date. You will forfeit your entire annual Rebate if, in the applicable Review Period (defined in Section E of Finance Charges), any portion of any Minimum Payment on your Account is included within an unpaid previous balance on three consecutive billing periods. If any portion of any Minimum Payment on your Account for a billing period is included within an unpaid previous balance, you will forfeit your Rebate for that billing period. A credit posted to your Account for a Purchase made during a billing period for which you forfeited your Rebate will reduce the amount of any Rebate that you may earn in subsequent billing periods. A Rebate will not be awarded for the amount of Annual Purchases in excess of \$50,000.

We reserve the right not to award any Rebate for Purchases we determine are not made with the good faith intention of consuming the item charged.

Credit Line

A portion of your credit line may be available to you for Cash Advances up to your Cash Advance limit. We may, at any time and in our sole discretion, increase and/or decrease your credit line and Cash Advance limit. We may limit Charges at an automated teller machine ("ATM") to the lesser of (i) a total of \$1,000 for any seven-day period, or (ii) the remaining amount of the Cash Advance limit on your Account; and we may impose additional limits at our sole discretion (in addition to any limits imposed by the ATM's owner). Your billing statements will show your credit line and Cash Advance limit and the unused portions of such line and limit as of the statement date. You agree to manage your Account so that your balance for Cash Advances (including fees and Finance Charges) will not exceed the Cash Advance limit and your overall balance (including fees and Finance Charges) will not exceed your credit line. You agree to pay us, immediately upon request, the amount of any balance on your Account in excess of any applicable credit line or limit. We reserve the right to decline any attempted Charge, even if the Charge would not cause you to exceed your credit line or limit.

We are not responsible for any losses or other consequences if a transaction on your Account is not approved for any reason, even if you have sufficient credit available. Except as otherwise required by applicable law, we will not be responsible if any merchant refuses to honor the Card or for any other problem you may have with a merchant.

Promise to Pay

You promise to pay all Charges, including Charges incurred by Additional Cardmembers, on your Account. This promise includes any Charge for which you or an Additional Cardmember indicated an intent to incur the Charge, even if you or the Additional Cardmember have not signed a charge form or presented the Card. You also promise to pay any Charge incurred by anyone that you or an Additional Cardmember let use the Card, even though you have agreed not to let anyone else use the Card.

Status of and Responsibility for Additional Cardmembers
Additional Cardmembers do not have accounts with us. Instead, they are authorized users on your Account, and the Cards issued to them may be cancelled by you or us at any time. You must notify us to revoke an Additional Cardmember's permission to use your Account. You are responsible under this Agreement for all use of your Account by the Additional Cardmembers, and by anyone else you or an Additional Cardmember lets use the Card, and the Charges they incur will be billed to you. You have this responsibility even if you did not intend for an Additional Cardmember, or other person, to use the Card for any transactions.

An Additional Cardmember is not liable for Charges incurred by the Basic Cardmember or by other Additional Cardmembers. However, by each use of the Additional Card to incur Charges, the Additional Cardmember indicates his or her agreement to pay us for the Charge

if you fail to or refuse to pay it, and we may, at our discretion, pursue Additional Cardmembers for payment of Charges they incur or authorize. You authorize us to provide Account information to Additional Cardmembers and to discuss the Account with them. You agree to notify each Additional Cardmember, at the time he or she becomes an Additional Cardmember, that we may receive, record, exchange and use information about him or her in the same manner we do with information about you, as described below in the CONSUMER REPORTS, TELEPHONE MONITORING/RECORDING, and SUSPENSION/CANCELLATION sections of this Agreement.

Billing Statements/Minimum Amount Due

You must notify us immediately of any change in the mailing or e-mail address to which we send billing statements or notices that a billing statement has been posted ("Billing Address"). If you wish a Billing Address change to apply to more than one account you maintain with us, you must tell us. You agree that we may also update your Billing Address if we receive information that your Billing Address has changed or is incorrect.

The "New Balance" appears on your billing statement. To determine the New Balance, we begin with the outstanding balance on your Account at the beginning of each billing period, called the "Previous Balance" on the billing statement. We add any Charges, subtract any credits or payments credited as of that billing period, and make other applicable adjustments.

Each billing statement will reflect a Minimum Amount Due. Payment is due by the time and date shown and in the manner prescribed on the statement. To calculate the Minimum Amount Due we will add together the following:

- (1) any amount past due;
- (2) the greatest of:
 - a) 1/50th of the New Balance on the Closing Date of the billing statement (the calculation of which is rounded to the nearest whole dollar) (for purposes of this calculation we exclude from the New Balance any over-limit fee added to your Account during the billing period),
 - b) the current billed Finance Charges, or
 - c) \$15 (or the New Balance if it is less than \$15); and
- (3) any over-limit fee added to your Account during the billing period.

If the greatest of the three calculations in section (2) above is the current billed Finance Charges, then we will add \$15 to the calculation of the Minimum Amount Due. At our option, we may also include in the Minimum Amount Due all or part of other fees incurred during the billing period and any part of the New Balance in excess of your credit line. The Minimum Amount Due will not exceed the New Balance. You may pay more than the Minimum Amount Due, up to the entire outstanding balance, at any time.

Payments

All payments must be sent to the payment address shown on your billing statement and must include the remittance coupon from your billing statement. You must pay us in U.S. currency, with a single draft or check drawn on a U.S. 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, or through an electronic payment method clearable through the U.S. banking system. Your Account number must be included on or with all payments. If we decide to accept a payment made in a foreign currency, you authorize us to choose a conversion rate that is acceptable to us to convert your remittance into U.S. currency, unless a particular rate is required by law.

Payments conforming to the above requirements that we receive no later than the hour specified on your billing statement will be credited to your Account as of the day received; payments conforming to the above requirements that we receive after the hour specified on your billing statement will be credited to your Account as of the following day.

If payment does not conform to the requirements stated above, crediting may be delayed. If this happens, additional Charges may be imposed. 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. Our acceptance of any such payments does not mean we agree to change this Agreement in any way. You agree that an acceptance of such payments will not operate as an accord and satisfaction without our prior express written approval.

Subject to applicable law, we will apply and allocate payments and credits among balances and Charges 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 balances at lower Annual Percentage Rates ("APRs") and then to higher APR balances,

and apply Purchase credits first to the balance from which the corresponding debit originated. However, for servicing, administrative, systems or other business reasons, we may apply and allocate payments and credits among balances and to Charges on your Account in some other order or manner that we may determine in our sole discretion. You agree that we have the unconditional right to exercise this discretion in a way that is most favorable or convenient to us.

Authorization for Electronic Debit to Your Checking Account

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 financial institution. By submitting a check for payment, you authorize us to initiate an electronic debit from your bank or asset account. If we process your check electronically, your payment may be debited to your bank or asset account the same day we receive your check. Also, if we process your check electronically, you will not receive that cancelled check with your bank or asset account statement. If we cannot collect the funds electronically, we may issue a draft against your bank or asset account for the amount of the check.

Finance Charges

A. Finance Charges begin to accrue for each Charge as of the date it is added to the daily balance, as described below. For Purchases (excluding Balance Transfers or convenience checks), however, no Finance Charges will accrue in any billing period in which the Previous Balance on the statement covering that billing period is zero or a credit balance.

B. The Daily Periodic Rate ("DPR") for Purchases and the DPR for Cash Advances are each based on an APR, which may vary. The APR for Cash Advances is the Prime Rate plus 14.99%. A DPR is 1/365th of the APR. Your DPRs and APRs for Purchases appear on the accompanying supplement(s). When an APR changes, we apply it to any existing balance subject to that rate.

C. Notwithstanding the foregoing, the APR for Purchases will be 17.99%, with a DPR of .0493%, if in any Review Period any portion of any Minimum Payment is not made by the Payment Due Date.

D. The "Prime Rate" is determined once with respect to each billing period, and applies to the entire billing period. The Prime Rate for billing periods ending in any calendar month is the Higher Prime Rate published in the Money Rates section (or successor section) of *The Wall Street Journal* on the 1st or 25th day (or, in each case, if such date is not a business day, the next business day) of the prior calendar month. If *The Wall Street Journal* ceases publication or does not publish the Prime Rate on either of those dates, 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.

E. Notwithstanding the foregoing, the DPR (and corresponding APR) on all balances will increase to the Default Rate if during the Review Period (i) payment of your Minimum Amount Due is not credited to your Account by the Payment Due Date in any two billing periods, (ii) a payment on your Account is not honored by your bank or other financial institution, or (iii) you exceed any designated credit limit on your Account three or more times. The "Review Period" is the period, constituting approximately one year, of twelve consecutive billing periods ending with the Closing Date of the current billing period, whether or not you received a statement for each such billing period. If the Default Rate is applied, it will apply to your Account for a minimum of twelve consecutive billing periods, beginning with the current billing period. The Default Rate is a DPR which corresponds to an APR equal to the Prime Rate plus 21.99%.

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 calculate the Finance Charges on your Account by applying the DPR to the Average Daily Balance (as described below) separately for each balance subject to Finance Charges. Different periodic rates may be used for different balances. For example, different DPRs may be applied to separate balances, such as Purchase, Cash Advance, and Promotional Balances. To get the Average Daily Balance for each balance, we (1) take the beginning balance for each day (including unpaid Finance Charges from previous billing periods), (2) add any new transactions, debits, or fees, (3) subtract any payments or credits credited as of that day, 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 DPR for the balance.* This gives us the daily balance for the particular balance for that day and the beginning balance for that balance 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 balance 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 that balance. For balances except Cash Advances, the Average Daily Balance for a billing period will be considered to be zero if you paid the New Balance, if any, shown on your previous billing period's statement by the Payment

Due Date shown on that statement. If you multiply the Average Daily Balance for each balance by the number of days in the billing period and the DPR for that balance, the result will be the Finance Charge assessed on that balance, except for variations caused by rounding. The total Finance Charge for the billing period is calculated by adding the Finance Charges assessed on all balances of the Account. *This method 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.

At our discretion, we may exclude certain categories of debit transactions or fees from the calculation of the daily balances. Unless we elect to use a later date, we add a Charge to the daily balance as follows: We add a Cash Advance or Purchase to the appropriate daily balance as of the date of request or the transaction date on the billing statement. We add a convenience check to the appropriate daily balance as of the date of first deposit. We add a Balance Transfer other than through a convenience check to the appropriate daily balance as of the date of the request. We add periodic Finance Charges to the daily balance as described above. We add any other Charge to the appropriate daily balance as of the date of the transaction.

Periodic Finance Charges are added to the outstanding balance at the end of the billing period for which Finance Charges are calculated. In any such billing period, we will impose a minimum Finance Charge of \$0.50, which will be added to the balance with the highest APR unless, for our convenience and in our sole discretion, we choose to add it to a balance with a lower APR.

Late Fees

We may assess a Late Fee if a payment of at least the Minimum Amount Due is not credited to your Account by the Payment Due Date. The amount of the Late Fee depends on the amount of the Previous Balance on the statement on which the Late Fee appears, as follows:

<i>Previous Balance</i>	<i>Late Fee</i>
Less than \$100	\$15
\$100 to \$1000	\$29
Greater than \$1000	\$35

Other Fees

We may charge the following fees to your Account, subject to applicable law. Except as otherwise noted, these fees will be added to the Purchase Balance.

1. *Disbursed Payments*—We may charge a fee of \$38 whenever any check, similar instrument, or electronic payment order that we receive as payment on your Account is not honored upon first presentation. If a Card is presented in connection with cashing a check at an American Express Travel Service Office or other authorized location and the check is not honored, we may charge a fee of \$38. (We will also add a Charge to the Cash Advance balance of your Account in the amount of the check that was not honored.)

2. *Copies of Statements*—We may charge a fee of \$5 for each billing period for which a copy of a billing statement is requested. We will not charge this fee for any request for a copy of any of the billing statements for the three billing periods immediately prior to the request.

3. *Account Re-opening Fee*—We may charge a re-opening fee of \$25 if your Account is cancelled for any reason and you request reinstatement and such request is honored.

4. *Wire Transfers*—We may charge a fee of \$15 each time a wire transfer from your Account is initiated and authorized.

5. *Stop Payment Orders*—We may charge a fee of \$29 each time we receive a request to stop payment on a convenience check drawn on your Account.

6. *Over-limit Fee*—We may charge a fee of \$35 in each billing period if the New Balance on your statement exceeds your credit line.

7. *Convenience Check Usage/Balance Transfer Transaction Fee*—Unless otherwise disclosed in a Promotional Offer, we will charge a transaction fee for each Balance Transfer and each convenience check drawn on your Account. This fee, a Finance Charge, will be 3% of the amount of the convenience check or Balance Transfer, with a minimum of \$5 and a maximum of \$50. However, no maximum will apply to the fee for Balance Transfer or convenience checks made payable to cash or to you, a bank, brokerage or similar asset account. This fee will be added to the same Purchase or Cash Advance balance as the convenience check transaction or Balance Transfer.

8. *ATM Fee*—We will impose a fee each time a Card is used to obtain cash or any other services from an ATM. This fee will be 3% of the amount of the cash withdrawn or other services obtained (including any additional fee imposed for use of the ATM by its operator), with a minimum of \$5. This fee will be added to the Cash Advance balance.

Suspension/Cancellation

In addition to any other actions we may take under this Agreement, we may suspend or cancel your Account or any feature offered in connection with your Account, we may reduce your credit line or cash advance limit (including to a level below your outstanding balance), and/or we may suspend or cancel the authorization of any Additional Cardmember to make Charges to your Account, at our sole discretion at any time, with or without cause, whether or not your Account is in default, and without giving you notice, subject to applicable law. Any such action on our part will not cancel your obligation to pay all Charges due on your Account under the terms of this Agreement in effect at the time of such action or as subsequently amended, and you agree to pay us all such Charges despite any such action. We may advise third parties who accept the Card that the Card(s) issued to you and/or Additional Cardmembers have been cancelled. If we cancel the Card or it expires, you may no longer use it and you must destroy it or return it to us or, if we request, to a third party. If you want to cancel the Account or any Additional Cards, you must notify us and destroy the Card(s). If we agree to reinstate your Account after a cancellation, the new Agreement we send you (or, if we do not send you a new Agreement, this Agreement as it may be amended) will govern your reinstated Account. When we reinstate your Account, we may reinstate any Additional Cards issued in connection with your Account, and bill you the applicable annual fee(s).

Default

We may consider your Account to be in default at any time if you fail to pay us any amount when it is due, or if you breach any other promise or obligation under this Agreement.

Subject to applicable law, we may also consider your Account to be in default at any time if any statement made by you to us in connection with this Account or any other credit program was false or misleading; if you breach any promise or obligation under any other agreement that you may have with us or with any of our affiliates; if we receive information indicating that you are bankrupt, intend to file bankruptcy, or are unable to pay your debts as they become due; or we receive information leading us to conclude that you are otherwise not creditworthy. In evaluating your creditworthiness, you agree that we may rely on information contained in consumer reports, and 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. We may also consider your Account in default in the event of your death.

In the event of your default, and subject to any limitations or requirements of applicable law, we may require payment of a portion of your outstanding balance greater than the Minimum Amount Due, declare the entire amount of your obligations to us immediately due and payable, and/or suspend or cancel your Account and/or any feature that may be offered in connection with the Account. You agree to pay all reasonable costs, including reasonable attorneys' fees, incurred by us (1) in connection with the collection of any amount due on your Account, whether or not any arbitration, litigation, or similar proceedings are initiated; and (2) in reasonably protecting ourselves from any loss, harm, or risk relating to any default on your Account.

Transactions Made in Foreign Currencies

If you incur a Charge in a foreign currency, it will be converted into U.S. dollars on the date it is processed by us or our agents. Unless a particular rate is required by applicable law, you authorize us to choose a conversion rate that is acceptable to us for that date. Currently, the conversion rate we use for a Charge in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by us from customary banks sources, on the conversion date or the prior business day, in each instance increased by 2%. This conversion rate may differ from rates in effect on the date of your Charge. Charges converted by establishment (such as airlines) will be billed at the rates such establishments use.

Benefits and Services

Subject to applicable law, we have the right to add, modify or delete any benefit, service, or feature that may accompany your Account at any time and without notice to you.

Arbitration

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

Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to your Account, this Agreement, the Electronic Funds Transfer Services Agreement, and any other related or prior agreement that you may have had with us, or the relationships resulting from any of the above agreements ("Agreements"), including the validity, enforceability or scope of this Arbitration Provision or the Agreements. For purposes of this Arbitration Provision, "you" and "us" also includes any corporate parent, or wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser

EXHIBIT B₂

VERIFICATION

I, Edmond Garabedian, hereby state:

1. I am an authorized agent of the plaintiff in this action;
2. I verify that the statements made in the foregoing Complaint - Civil Action are true and correct to the best of my knowledge, information and belief; and
3. I understand that the statements in said complaint are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



DATED: 1/12/05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AMERICAN EXPRESS CENTURION BANK
Plaintiff

Vs.

JAMES L. LOVE,
Defendant

CIVIL DIVISION

No. 05 - 117 - CD

**DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S
COMPLAINT**

Filed on Behalf of:

Defendant, JAMES L. LOVE

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED
03/23/05 2nd Atty

FEB 09 2005

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

AMERICAN EXPRESS CENTURION BANK	:
Plaintiff	:
	:
vs.	: No. 05 - 117 - CD
	:
JAMES LOVE,	:
Defendant	:

**DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S COMPLAINT**

Defendant, James L. Love, through his Attorney, Joseph Colavecchi, Esquire, files Preliminary Objections to Plaintiff's Complaint and respectfully avers as follows:

1. Plaintiff filed a Complaint in the Court of Common Pleas of Clearfield County, Pennsylvania, on or about January 26, 2005 alleging that Plaintiff furnished consumer credit to Defendant through a credit card account.

2. Plaintiff alleges that there is an unpaid balance on the credit card account of Two Thousand Nine Hundred Fifteen Dollars and Sixty-nine Cents (\$2,915.69).

3. Plaintiff attached three pages of what is alleged to be a statement of the account. However, Plaintiff failed to attach a copy of the original agreement Plaintiff alleges that Defendant breached.

4. Plaintiff has failed to produce all detailed monthly statements of the account showing all purchases made on said account and how Plaintiff calculates the amount that is due.

5. Plaintiff fails to state what, if any, charges were made for interest and late fees which may or may not have been imposed by Plaintiff and the legal authority for such charges.

6. Plaintiff fails to identify the various "other" charges which have been imposed by Plaintiff and the legal authority for such charges.

7. Plaintiff's Complaint is insufficient on its face and should be dismissed because Plaintiff failed to produce an original copy of the agreement and all detailed monthly statements of the account setting out purchases made and costs incurred so that Defendant is able to calculate the details leading to the conclusion of the Plaintiff and enter into a proper defense of the claims.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be stricken pursuant to Pennsylvania Rule of Civil Procedure 1028 on the grounds of legal insufficiency.

Joseph Colavecchi

JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant
221 East Market Street
Clearfield, PA 16830
(814) 765-1566

February 9, 2005

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

AMERICAN EXPRESS CENTURION BANK :
Plaintiff :
vs. : No. 05 - 117 - CD
JAMES LOVE, :
Defendant :
:

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on February 9, 2005, a true and correct copy of Defendant's Preliminary Objections to Plaintiff's Complaint, in the above matter was served on the following by depositing said copy in the United States Mail, first class, postage prepaid and addressed as follows:

Ron Z. Opher
Attorney at Law
P.O. Box 2245
Southeastern, PA 19399

DATE: 2-9-05

BY: Joseph Colavecchi
JOSEPH COLAVECCHI, ESQUIRE
221 East Market Street
P.O. Box 131
Clearfield, PA 16830
814/765-1566

**Ron Z. Opher
Attorney at Law**

Ron Z. Opher, Esq.
P.O. Box 2245
Southeastern, PA 19399

February 25, 2005

Prothonotary, Common Pleas
Clearfield County Courthouse
230 E. Market St.
Clearfield, PA 16830

**Re: American Express Centurion Bank v James Love
No: 05-117-CD**

Dear Clerk:

Enclosed please find an original and one copy of Plaintiff's Amended Complaint in the above-referenced matter. Please date-stamp a copy and return to my office in the envelope provided. By way of same letter, I am serving a copy of this filing upon Defendant's counsel. **Please remove Defendant's Preliminary Objections to Plaintiff's Complaint from the Argument List as a result of the filing of Plaintiff's Amended Complaint.** If you have any questions, please contact me.

Very truly yours,



Ron Z. Opher, Esquire

RZO:sm

Enclosures

cc: Joseph Colavecchi, Esq. (Attorney for Defendant)

This communication is from a debt collector.

Ron Z. Opher, Esquire
Attorney for Plaintiff
Attorney#57507
P.O. Box 2245
Southeastern, PA 19399
(610) 902-0530

CA

American Express Centurion Bank
6985 Union Park Centre
Midvale, UT 84047

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PA

Plaintiff

v.

James Love
518 Brisbin St.
Houtzdale, PA 16651-1207

Defendant

CIVIL ACTION - LAW

NO. 05-117-CD

FILED ^{NO CC}
m/12/2005
FEB 28 2005

William A. Shaw
Prothonotary/Clerk of Courts

AMENDED COMPLAINT - CIVIL ACTION

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

LAWYER REFERRAL SERVICE
Southern Allegheny Legal Aid Inc.
P.O. BOX 202
3 Meadow Lane
Bedford, PA 15522
(814) 623-6189

AVISO

Le han demandado a usted en la corte. Si usted quiere defendese de estas demandadas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notification. Hace falta asentir una comparencia escrita on en persona o con un abogado y entregar a la corte enforma escritas sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notification. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perdes dinero o us propriedades otros derechos importantes para usted.
LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASSISTENCIA LEGAL.

Servicio De Referencia Legal
Southern Allegheny Legal Aid Inc.
P.O. BOX 202
3 Meadow Lane
Bedford, PA 15522
(814) 623-6189

Ron Z. Opher, Esquire
Attorney for Plaintiff
Attorney #57507
P.O. Box 2245
Southeastern, PA 19399
(610) 902-0530

CA

AMERICAN EXPRESS CENTURION BANK	: IN THE COURT OF COMMON PLEAS
	: CLEARFIELD COUNTY, PA
Plaintiff	:
	: NO: 05-117-CD
v.	:
	:
JAMES LOVE	:
518 Brisbin Street	:
Houtzdale, PA 16651-1207	:
Defendant	:
	:

AMENDED COMPLAINT-CIVIL ACTION

COUNT ONE

1. The Plaintiff herein is AMERICAN EXPRESS CENTURION BANK, a Utah Corporation and wholly owned subsidiary of American Express Travel Related Services Company, Inc., located at 6985 Union Park Centre, Midvale, UT 84047.

2. The Defendant herein is JAMES LOVE, an individual located at 518 Brisbin Street, Houtzdale, PA 16651-1207.

3. Defendant, borrowed from American Express Centurion Bank, the sum of \$2915.69 over the course of the parties' cardholder relationship on account number 3715-020425-11002 as of the date of the last account statement being, February 3, 2004.

4. A copy of each individual transaction made on this account is unavailable at the time of filing this Amended Complaint and cannot be attached as an exhibit. True and correct copies of monthly account statements from September 2003 to February 2004 are attached hereto and marked Exhibit "A", Additionally, a true and correct copy of the "charge-off" statement, dated March 30, 2004, is attached hereto as Exhibit "B."

5. The terms and conditions governing Defendant's account with Plaintiff, under account number 3715-020425-11002, are set forth in the "Agreement Between American Express Credit Cardmember and American Express Centurion Bank." A true and correct copy of the complete Agreement is attached hereto as Exhibit "C."

6. Under the terms of the Agreement referred to in Paragraph 5 *supra*, additional interest has accrued and continued to accrue, from the date of charge-off, March 30, 2004, at the rate of 23.995 per annum. See Exhibit "C."

7. Under the terms of the Agreement referred to in Paragraph 5 *supra*, Defendant agreed to be liable for Plaintiff's actual costs of collection, including court costs and attorney's fees; said attorney's fees being contingent on recovery, at the rate of 15%. See Exhibit "C."

8. Plaintiff has in all respects fulfilled all conditions precedent to its obligations on the contract and for bringing this Complaint for damages.

9. Despite repeated demand by Plaintiff, Defendant has refused and continues in failure and refusal to pay further sums due Plaintiff.

WHEREFORE, Plaintiff demands judgment in its favor against Defendant in the amount of \$2915.69, together with interest at the contract rate of 23.99% per annum commencing March 30, 2004, and attorney's fees at the rate of 15% and costs of this action.

COUNT TWO

Plaintiff also claims alternatively on the basis of quantum meruit or Quasi Contract.

10. Paragraphs 1 through 9 *supra* are incorporated herein by reference as though fully set forth.

11. Plaintiff was neither a volunteer nor an officious intermeddler.

12. Plaintiff provided said revolving credit.

13. Plaintiff expected payment from the Defendant for said revolving credit in the amount set forth above.

14. The amount claimed is the fair and reasonable market value for said revolving credit.

WHEREFORE, Plaintiff demands judgment in its favor against Defendant in the amount of \$2915.69, together with interest at the contract rate of 23.99% per annum commencing March 30, 2004, and attorney's fees at the rate of 15% and costs of this action.

Dated: *Feb. 25, 2005*

By: 
Ron Z. Opher, Esquire
Attorney for Plaintiff

VERIFICATION

I, Ron Z. Opher, Esquire, hereby state:

1. I am the attorney for the plaintiff in this action, and I sign this Verification stating that Plaintiff is out of the jurisdiction of the Commonwealth;
2. I verify that the statements made in the foregoing Amended Complaint are true and correct to the best of my knowledge, information and belief; and
3. After reasonable investigation, I am unable to ascertain which cause of action, breach of contract or quantum meruit and quasi-contract, but I have knowledge and information sufficient to form a belief that one of said causes of action is true.
4. I understand that the statements in said Amended Complaint are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Dated: Feb 29, 2005

By: 
Ron Z. Opher, Esquire

DUPLICATE COPYPrepared For
JAMES LOVEAccount Number
XXXX-XXXXX5-11002Closing Date
02/03/04

Page 3 of 3

Finance Charges Billing days this period: 30	Average Daily Balance \$	Daily Periodic Rate	Actual ANNUAL PERCENTAGE RATE	Nominal ANNUAL PERCENTAGE RATE	Periodic FINANCE CHARGE \$
Purchases	1,963.04	0.0657%	23.97%	23.99%	38.69
Cash Advances	380.04	0.0657%	23.97%	23.99%	7.49
Balance Transfer	274.00	0.0657%	23.97%	23.99%	5.40
					51.58

Certain of the periodic rates and APRs above may be variable. Those rates may vary based upon the prime rate identified in the Wall Street Journal, as described in your Cardmember Agreement as currently in effect.

A2

DUPLICATE COPY



**Blue from
American ExpressSM**

Prepared For
JAMES LOVE

Account Number
3715-020425-11002

Closing Date
01/04/04

**Earn points on all of your
purchases, everywhere
you use the Card.**
Visit www.americanexpress.com/rewards.

Page 1 of 3

Previous Balance \$	Payment Activity \$	New Activity \$ inc. Adjustments and Finance Charges if any	New Balance \$	Minimum Amount Due \$	Payment Due Date
2,518.67	0.00	+123.34	=2,642.01	378.36	01/24/04

Credit Line Summary on 01/04/04	Total Credit Line \$	Available Credit Line \$	Cash Advance Limit \$	Available Cash Limit \$	
	2,000.00	0.00	400.00	0.00	

Your account is overlimit and past due. Please pay at least \$642.01, plus any additional charges you have incurred since the date of this billing statement, to avoid any overlimit fees on your next statement. Please see your Cardmember Agreement for additional terms and conditions that may apply.

Contact us at www.americanexpress.com or call Customer Service at 1-888-BLUE-741.

Activity	Indicates posting date	Amount \$
Total of Payment Activity		0.00
New Activity for JAMES LOVE		Amount \$
Card XXXX-XXXXX5-11002		
12/28/03 Late Payment Fee		35.00
01/04/04 Periodic FINANCE CHARGE		52.60
01/04/04 Credit Protection Insurance Premium - For inquiries regarding the Credit Protection Plan, please call toll free 1-800-662-2633.		6.74
01/04/04 Overlimit Fee		29.00
Total of New Activity		123.34

↓ Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon

Account Number
3715-020425-11002

Payment Due Date:
01/24/04

Continued on Page 3

JAMES LOVE
518 BRISBIN ST
HOUTZDALE PA 16651-1207

Total New Balance
\$ 2,642.01

Minimum Amount Due
\$ 378.36

Please enter account
number on all checks and
correspondence.

To avoid additional
Finance Charges on
Purchases, pay New
Balance before Payment
Due Date.

Note any address and/or
telephone number change
on reverse side. Unless
you check here, this
change will apply to all of
your Card Accounts except
any Corporate Card
Accounts you may have.



\$
Amount enclosed

Mail Payment to:

AMERICAN EXPRESS
PO BOX 360002
FT LAUDERDALE FL 33336-0002



0000371502042511002 000264201000037836 03 H

A3

DUPLICATE COPYPrepared For
JAMES LOVEAccount Number
XXXX-XXXXX5-11002Closing Date
01/04/04

Page 3 of 3

Finance Charges Billing days this period: 32	Average Daily Balance \$	Daily Periodic Rate	Actual ANNUAL PERCENTAGE RATE	Nominal ANNUAL PERCENTAGE RATE	Periodic FINANCE CHARGE \$
Purchases	1,851.83	0.0657%	23.97%	23.99%	39.14
Cash Advances	372.39	0.0657%	23.95%	23.99%	7.82
Balance Transfer	268.48	0.0657%	23.96%	23.99%	5.64
					5.64

Certain of the periodic rates and APRs above may be variable. Those rates may vary based upon the prime rate identified in the Wall Street Journal, as described in your Cardmember Agreement as currently in effect.

A24

DUPLICATE COPY



**Blue from
American ExpressSM**

Prepared For
JAMES LOVE

Account Number
3715-020425-11002

Closing Date
12/03/03

**Earn points on all of your
purchases, everywhere
you use the Card.**
Visit www.americanexpress.com/rewards

Page 1 of 3

Previous Balance \$	Payment Activity \$	New Activity \$ inc. Adjustments and Finance Charges if any	New Balance \$	Minimum Amount Due \$
2,402.77	0.00	+115.90	=2,518.67	296.76

Credit Line Summary on 12/03/03	Total Credit Line \$	Available Credit Line \$	Cash Advance Limit \$	Available Cash Limit \$
	2,000.00	0.00	400.00	0.00

**Payment Due Date
12/23/03**

**Minimum Amount Due
Includes:**
Past due amount
\$217.76
This month's amount due
\$79.00
Please refer to page 2
for important information
regarding your account

Your account is overlimit and past due. Please pay at least \$518.67, plus any additional charges you have incurred since the date of this billing statement, to avoid any overlimit fees on your next statement. Please see your Cardmember Agreement for additional terms and conditions that may apply.

Contact us at www.americanexpress.com or call Customer Service at 1-888-BLUE-741.

Activity Indicates posting date

Total of Payment Activity		Amount \$
New Activity for JAMES LOVE		0.00
Card xxxx-xxxx-5-11002		
11/29/03	Late Payment Fee	35.00
12/03/03	Periodic FINANCE CHARGE	45.47
12/03/03	Credit Protection Insurance Premium - For inquiries regarding the Credit Protection Plan, please call toll free 1-800-662-2633.	6.43
12/03/03	Overlimit Fee	29.00
Total of New Activity		115.90

↓ Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon

Account Number
3715-020425-11002

Payment Due Date:
12/23/03

Continued on Page 3

Please enter account
number on all checks and
correspondence.

**Total New Balance
\$ 2,518.67**

**Minimum Amount Due
\$296.76**

To avoid additional
Finance Charges on
Purchases, pay New
Balance before Payment
Due Date.

Note any address and/or
telephone number change
on reverse side. Unless
you check here, this
change will apply to all of
your Card Accounts except
any Corporate Card
Accounts you may have.

JAMES LOVE
518 BRISBIN ST
HOUTZDALE PA 16651-1207

Mail Payment to:

AMERICAN EXPRESS
PO BOX 360002
FT LAUDERDALE FL 33336-0002

\$ _____
Amount enclosed

A3

0000371502042511002 000251867000029676 03 H

DUPLICATE COPYPrepared For
JAMES LOVEAccount Number
XXXX-XXXXX5-11002Closing Date
12/03/03

Page 3 of 3

Finance Charges Billing days this period: 29	Average Daily Balance \$	Daily Periodic Rate	Actual ANNUAL PERCENTAGE RATE	Nominal ANNUAL PERCENTAGE RATE	Periodic FINANCE CHARGE \$
Purchases	1,758.96	0.0657%	23.97%	23.99%	33.51
Cash Advances	365.01	0.0657%	23.96%	23.99%	6.95
Balance Transfer	263.16	0.0657%	23.96%	23.99%	5.01
					5.01

Certain of the periodic rates and APRs above may be variable. Those rates may vary based upon the prime rate identified in the Wall Street Journal, as described in your Cardmember Agreement as currently in effect.

A₆

DUPLICATE COPY



**Blue from
American ExpressSM**

Prepared For
JAMES LOVE

Account Number
3715-020425-11002

Closing Date
11/04/03

**Earn points on all of your
purchases, everywhere
you use the Card.**
Visit www.americanexpress.com/rewards.

Page 1 of 2

Previous Balance \$	Payment Activity \$	New Activity \$ Inc. Adjustments and Finance Charges if any	New Balance \$	Minimum Amount Due \$	Payment Due Date
2,324.48	-40.00	+118.29	=2,402.77	217.76	11/24/03

Credit Line Summary on 11/04/03	Total Credit Line \$	Available Credit Line \$	Cash Advance Limit \$	Available Cash Limit \$	
	2,000.00	0.00	400.00	0.00	

Minimum Amount Due

Includes:

Past due amount

\$140.59

This month's amount due
\$77.17

Please refer to page 2
for important information
regarding your account

Your account is overlimit and past due. Please pay at least \$402.77, plus any additional charges you have incurred since the date of this billing statement, to avoid any overlimit fees on your next statement. Please see your Cardmember Agreement for additional terms and conditions that may apply.

Contact us at www.americanexpress.com or call Customer Service at 1-888-BLUE-741.

Activity Indicates posting date

		Amount \$
10/14/03*	Payment Received - Thank You	-40.00
New Activity for JAMES LOVE		Amount \$
Card xxxx->xxxx5-11002		
11/04/03	Late Payment Fee	35.00
11/04/03	Periodic FINANCE CHARGE	48.17
11/04/03	Credit Protection Insurance Premium - For inquiries regarding the Credit Protection Plan, please call toll free 1-800-662-2633.	6.12
11/04/03	Overlimit Fee	29.00
Total of New Activity		118.29

Finance Charges Billing days this period: 32	Average Daily Balance \$	Daily Periodic Rate	Actual ANNUAL PERCENTAGE RATE	Nominal ANNUAL PERCENTAGE RATE	Periodic FINANCE CHARGE \$
Purchases	1,663.34	0.0657%	23.98%	23.99%	34.97
Cash Advances	357.78	0.0657%	23.97%	23.99%	7.52
Balance Transfer	270.40	0.0657%	23.95%	23.99%	5.68
					48.17

↓ Please fold or trim perforation below, detach and return with your payment ↓

Payment Coupon

Account Number
3715-020425-11002

Payment Due Date:
11/24/03

Please enter account
number on all checks and
correspondence.

Total New Balance
\$ 2,402.77

Minimum Amount Due
\$217.76

To avoid additional
Finance Charges on
Purchases, pay New
Balance before Payment
Due Date.

Note any address and/or
telephone number change
on reverse side. Unless
you check here, this
change will apply to all of
your Card Accounts except
any Corporate Card
Accounts you may have.

Mail Payment to:

AMERICAN EXPRESS
PO BOX 360002
FT LAUDERDALE FL 33336-0002

\$
Amount enclosed



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0000371502042511002 000240277000021776 03 H

DUPLICATE COPY



**Blue from
American ExpressSM**

Prepared For
JAMES LOVE

Account Number
3715-020425-11002

Closing Date
10/03/03

**Earn points on all of your
purchases, everywhere
you use the Card.**
Visit www.americanexpress.com/rewards

Page 1 of 6

Previous Balance \$	Payment Activity \$	New Activity \$ Inc. Adjustments and Finance Charges if any	New Balance \$	Minimum Amount Due \$
2,251.04	-40.00	+113.44	=2,324.48	180.59

Credit Line Summary on 10/03/03	Total Credit Line \$	Available Credit Line \$	Cash Advance Limit \$	Available Cash Limit \$
	2,000.00	0.00	400.00	0.00

Your account is overlimit and past due. Please pay at least \$324.48, plus any additional charges you have incurred since the date of this billing statement, to avoid any overlimit fees on your next statement. Please see your Cardmember Agreement for additional terms and conditions that may apply.

Contact us at www.americanexpress.com or call Customer Service at 1-888-BLUE-741.

Pay Your Bill Easily--Online

You can pay all your charges anytime, and anywhere. When you sign up to pay your bill online, you'll have direct 24/7 access to your account. All you have to do is log on to view your statement, pay your bill, and receive an instant payment confirmation in a matter of seconds. Plus, your account information is protected by state-of-the-art encryption technology, so you feel secure. Sign up today at www.americanexpress.com/paycardbill

Activity	Indicates posting date	Amount \$
09/07/03*	Payment Received - Thank You	-40.00
New Activity for JAMES LOVE		
Card XXXX-XXXXX5-11002		Amount \$
09/30/03	Late Payment Fee	35.00
10/03/03	Periodic FINANCE CHARGE	43.52
10/03/03	Credit Protection Insurance Premium - For inquiries regarding the Credit Protection Plan, please call toll free 1-800-662-2633.	5.92
10/03/03	Overlimit Fee	29.00
Total of New Activity		113.44

↓ Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon

Account Number
3715-020425-11002

Payment Due Date:
10/23/03

Continued on Page 3

JAMES LOVE
518 BRISBIN ST
HOOTZDALE PA 16651-1207

Total New Balance

\$ 2,324.48

Minimum Amount Due

\$180.59

Please enter account
number on all checks and
correspondence.

To avoid additional
Finance Charges on
Purchases, pay New
Balance before Payment
Due Date.

Note any address and/or
telephone number change
on reverse side. Unless
you check here, this
change will apply to all of
your Card Accounts except
any Corporate Card
Accounts you may have.



\$

Amount enclosed

Mail Payment to:

AMERICAN EXPRESS
PO BOX 360002
FT LAUDERDALE FL 33336-0002

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0000371502042511002 000232448000018059 03 H

DUPLICATE COPYPrepared For
JAMES LOVEAccount Number
XXXX-XXXXX5-11002Closing Date
10/03/03

Page 3 of 6

Finance Charges Billing days this period: 30	Average Daily Balance \$	Daily Periodic Rate	Actual ANNUAL PERCENTAGE RATE	Nominal ANNUAL PERCENTAGE RATE	Periodic FINANCE CHARGE \$
Purchases	1,562.51	0.0657%	23.97%	23.99%	30.79
Cash Advances	350.57	0.0657%	23.94%	23.99%	6.90
Balance Transfer	296.08	0.0657%	23.95%	23.99%	5.83
					43.52

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Prepared For
JAMES LOVE

Account Number
XXXX-XXXXX5-11002

Closing Date
10/03/03

Page 5 of 6



Get Cash in the U.S. and Internationally 24/7/365



Need some quick Euros for an emergency stop over? Have a Yen for that pottery set? As an American Express® Cardmember, you are automatically enrolled in Express Cash--a service that allows you to get cash in the local currency at over 600,000 locations both in the U.S. and internationally. There's no monthly charge, you pay only for the transactions you make.

Obtaining your PIN is easy and costs nothing--simply call 1-800-CASH-NOW and ask for your Express Cash PIN.

Call 1-800-CASH-NOW (1-800-227-4669) to obtain your PIN today. Please visit www.americanexpress.com/expresscash for more information.

(CE 103803)

Add Someone Special to your Account!



One of the greatest privileges of your Cardmembership is the ability to share it with family members, friends or anyone you choose. Add someone to your account, with **no annual fee**, and let them share the convenience, security, and benefits of Blue from American Express®, including: Blue's **low interest rates**, Online Fraud Protection Guarantee, and the ability to extend payment over time.

To add fee-free Additional Cards to your account, log on to our Web site, www.americanexpress.com/addblue

(CE 103786)

The Additional Cardmember must be 18 or older, and must never have had a defaulted account with American Express. Any account you have with American Express must not be in default. Please refer to additional Terms and Conditions for this offer posted on the Web site at www.americanexpress.com/addblue

Now Accepting the American Express® Card!



La Petite Academy - Now welcomes the American Express Card for child-care tuition! Call 1-800-527-3848 or visit www.lapetite.com to learn about our age-specific programs.

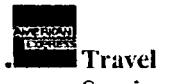
If there are other places where you would like to see the Card accepted, please call the Customer Service number that is located at the top of your statement or the number that is on the back of your Card.

(CE 103748)

Sarar - European men's wear. Direct from Europe. Now in the USA. Las Vegas, Dallas, New York, New Jersey. Call 1-800-999-2960 for nearest location.

Creative Playthings - Manufacturer and retailer of quality wooden swing sets. Call 1-800-24-SWING or visit us at www.creativeplaythings.com! Creating fun since 1951!

Fall & Winter Vacations - Up to \$150 Credit Plus More!



American Express Travel has two great Cardmember promotions for you this month. "Travels Within Reach" is a collection of vacation values in destinations across the U.S., Canada, Mexico, the Bahamas and the Caribbean. And "Dream Vacations by Land & Sea" includes 17 offers for vacation choices ranging from the Fun Ships of Carnival® to luxury cruising, and from Bahamas Getaways to Antarctic exploration to Sports Tour Classics vacations. For both promotions, you may receive Cardmember-exclusive offers such as select free nights, shipboard and resort credits or other savings, plus for qualifying vacations, you may also apply your Cardmember Annual Travel Benefit of up to \$150 statement credit*.

For details on these promotions and your Annual Travel Benefit, call American Express Travel at 1-800-AXP-0517. If you prefer to read more about specific offers via fax dial 1-800-881-7363 ext. 842 or visit www.americanexpress.com/travelswithinreach

(CE 103812)

*A qualifying Vacation is a purchase offered by a cruise or vacation package operator through a participating American Express Travel Services U.S. location of \$2,000 or more per booking for \$100 credit or, only for Gold, Platinum Card® & Centurion® Charge Card members, of \$2,500 or more for \$150 credit. Not valid on independent air, hotel, or car rental reservations.

Available once per Card account per year. May only redeem 1 per booking. Material Terms, Conditions & Restrictions apply. Call a participating American Express Travel for details at 1-866-AXP-6801. American Express Travel acts solely as sales agent of travel suppliers & is not liable for their actions or inactions. CST #1022318-10, TA-149 registered Ohio travel agency, ML-1192, Washington UBI #600-469-694.

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American ExpressSM**

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purchases, everywhere
you use the Card.**
Visit www.americanexpress.com/rewards.

Prepared for
JAMES LOVE

Account Number
3715-020425-11002

Closing Date
09/03/03

Page 1 of 6

Previous Balance \$	Payment Activity \$	New Activity \$ Inc. Adjustments and Finance Charges if any	New Balance \$	Minimum Amount Due \$	Payment Due Date
2,179.73	-41.00	+112.31	=2,251.04	145.59	09/23/03

Credit Line Summary on 09/03/03	Total Credit Line \$	Available Credit Line \$	Cash Advance Limit \$	Available Cash Limit \$	
	2,000.00	0.00	400.00	0.00	This month's amount due \$73.00 Please refer to page 2 for important information regarding your account

Your account is overlimit and past due. Please pay at least \$251.04, plus any additional charges you have incurred since the date of this billing statement, to avoid any overlimit fees on your next statement. Please see your Cardmember Agreement for additional terms and conditions that may apply.

Contact us at www.americanexpress.com or call Customer Service at 1-888-BLUE-741.

**AUTOMATIC
BILL
PAYMENT**
with American Express

Pay your Bills Automatically with the Card

Pay everything from your cable and telephone bills to your newspaper subscription automatically with your Card. It's a simple way to consolidate your payments and make sure your bills are paid on time. You will have fewer checks to write and you'll still continue to get a statement from your service provider to keep for your records.

Visit www.americanexpress.com/abp1 for a list of participating providers, or to learn more. Start benefiting from the convenience and control of Automatic Bill Payment today.

Activity		Indicates posting date	Amount \$
08/22/03*	Payment Received - Thank You		-41.00
New Activity for JAMES LOVE			
Card XXXXX-XXXXX5-11002			Amount \$
08/31/03	Late Payment Fee		35.00
09/03/03	Periodic FINANCE CHARGE		42.58
09/03/03	Credit Protection Insurance Premium - For inquiries regarding the Credit Protection Plan, please call toll free 1-800-662-2633.		5.73
09/03/03	Overlimit Fee		29.00
Total of New Activity			112.31

↓ Please fold on the perforation below, detach and return with your payment ↓

Continued on Page 3

Payment Coupon

Account Number
3715-020425-11002

Payment Due Date:
09/23/03

Please enter account
number on all checks and
correspondence.

JAMES LOVE
518 BRISBIN ST
HOUTZDALE PA 16651-1207

Total New Balance
\$ 2,251.04

Minimum Amount Due
\$145.59

To avoid additional
Finance Charges on
Purchases, pay New
Balance before Payment
Due Date.

Note any address and/or
telephone number change
on reverse side. Unless
you check here, this
change will apply to all of
your Card Accounts except
any Corporate Card
Accounts you may have.

Mail Payment to:

AMERICAN EXPRESS
PO BOX 360002
FT LAUDERDALE FL 33336-0002

\$
Amount enclosed



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0000371502042511002 000225104000014559 03 4

DUPLICATE COPYPrepared For
JAMES LOVEAccount Number
XXXX-XX-XXXX5-11002Closing Date
09/03/03

Page 3 of 6

Finance Charges Billing days this period: 30	Average Daily Balance \$	Daily Periodic Rate	Actual ANNUAL PERCENTAGE RATE	Nominal ANNUAL PERCENTAGE RATE	Periodic FINANCE CHARGE \$
Purchases	1,468.68	0.0657%	23.97%	23.99%	28.94
Cash Advances	343.74	0.0657%	23.96%	23.99%	6.77
Balance Transfer	349.01	0.0657%	23.94%	23.99%	6.87
					42.58

A12

Prepared For
JAMES LOVEAccount Number
XXXX-XXXXX5-11002Closing Date
09/03/03

Page 5 of 6

**The Return of the King**

Your quest for music begins with Blue. This month Warner Music Presents has put together an exclusive sweepstakes package celebrating the release of *Lord Of The Rings: The Return Of The King* and its Howard Shore-scored soundtrack. As always, it's just for Blue from American Express® Cardmembers.

Go to
www.onlyhitmusic.com/ameblue

Terms, Conditions and
Restrictions apply.

(CE 103690)

Each month you'll have a chance to win everything from trips to concert tickets to exclusive autographed items. You'll also stay hip to the latest hits by Warner Music artists and save money on featured releases. Each month brings a new offer, so don't forget to check back often.

Instead of One Store--It's Good at All Kinds of StoresGift
Cheques

Unlike store-issued gift cards or gift certificates, American Express® Gift Cards let the people you care about get exactly what they want--from a digital camera to a new shirt, from in-line skates to a good book. American Express Gift Cards are an ideal gift for everyone on your list. They make great gifts for holidays, birthdays, weddings, or even just to say "thank you." Gift Cards are available in a variety of prepaid denominations and come packaged with a personalized message from you.

Give the gift that's better
than a gift certificate--give
the American Express Gift
Card.

American Express Gift
Cards are available online
at americanexpress.com/gift

(CE 103721)

Subject to daily purchase limits. Terms & Conditions for recipient may apply.

Add Someone Special to your Account!

One of the greatest privileges of your Cardmembership is the ability to share it with family members, friends or anyone you choose. Add someone to your account with **no annual fee**, and let them share the convenience, security, and benefits of Blue, including Blue's **low interest rates**, Online Fraud Protection Guarantee, and the ability to extend payment overtime.

To add fee-free Additional Cards to your account, log on to our Web site, www.americanexpress.com/addblue

(CE 103709)

The Additional Cardmember must be 18 or older, and must never have had a defaulted account with American Express. Any account you have with American Express must not be in default. Please refer to additional Terms and Conditions for this offer posted on the Web site at www.americanexpress.com/addblue

This Summer Save with CoolBlueOffers®

You can receive special savings just for using Blue when shopping at the merchants below:

- **Six Flags® Theme Parks:** Get one free junior (48" and under) admission with every full-price, main gate adult admission.
- **Alamo.com:** Rent from Alamo Rent-A-Car® and receive great savings of up to 20%!
- **Oldnavy.com:** Free shipping on purchases of \$75 or more!
- **Origins:** Free Standard Shipping with purchase of \$60 or more!

To find these and other CoolBlueOffers, go to www.americanexpress.com/coolblueoffers

(CE 103689)

Terms, Conditions and Restrictions apply.

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Charitable giving is easy and rewarding when you use your Card at the American Express Donation Site. Search and donate to any of over 850,000 U.S. charitable organizations and earn one Membership Rewards® point for virtually every dollar you donate on an eligible, enrolled Card. You can give to multiple charities in one transaction and your donation is 100% tax deductible.

Donate now at
www.americanexpress.com/donate

(CE 103712)

R136-1 17:38:50 RECOVERY MANAGEMENT SYSTEM RAMXZMW 12/07/04
 PNDING View Financial Transactions Birthdate....: 1/01/45
 Acct...: 371502042511002 Status.....: 510
 CUSTOMER 021617500011USD Cmkr Y Product Type.: OP
 Name....: LOVE, JAMES Officer.....: 01AMUS
 Name 2.: Recoverer....: AMEX
 Address: 518 BRISBIN ST Bal 2915.69 Agncy/Atty...: 2KJZ
 Address: USA Interest %....:
 City...: HOUTZDALE PA 16651 Received....: 1/22/04
 Ph(Off): 8148654421 8143787484 Assigned....: 7/20/04
 Date Time Code Description Sys Gen Posted Amount
 3/30/04 00:25 11410 DEBIT ADJUSTMENT - OTHER 35.00
 3/05/04 00:27 11410 DEBIT ADJUSTMENT - OTHER 39.34
 3/05/04 00:27 11410 DEBIT ADJUSTMENT - OTHER 29.00
 3/05/04 00:27 11410 DEBIT ADJUSTMENT - OTHER 7.38
 3/05/04 00:27 11410 DEBIT ADJUSTMENT - OTHER 5.32
 3/01/04 01:02 11410 DEBIT ADJUSTMENT - OTHER 35.00
 2/05/04 00:31 11410 DEBIT ADJUSTMENT - OTHER 38.69
 2/05/04 00:31 11410 DEBIT ADJUSTMENT - OTHER 29.00
 2/05/04 00:31 11410 DEBIT ADJUSTMENT - OTHER 7.49
 2/05/04 00:31 11410 DEBIT ADJUSTMENT - OTHER 7.06 +

F3 Go Back

F13 Dbtr Smmry F14 Slct F15 Vw Bal F16 Invoice F17 Detail

FDR 706738

AGREEMENT BETWEEN AMERICAN EXPRESS® CREDIT CARDMEMBER AND AMERICAN EXPRESS CENTURION BANK

Welcome to American Express Cardmembership

This document and the accompanying supplement(s) constitute your Agreement. Please read and keep this Agreement. Abide by its terms. When you keep, sign or use the Card issued to you (including any renewal or replacement Cards), or you use the account associated with this Agreement (your "Account"), you agree to the terms of this Agreement. The words "you," "your" and "yours" mean the person who applied for the Account and the person to whom we address billing statements, as well as any person who agrees to be liable on the Account. The "Basic Cardmember" is the person who opened the Account. At your request, we may also issue a Card on your Account to another person (an "Additional Cardmember"). The term "Card" refers to the American Express® Card issued to you, all other Cards issued on your Account, and any other device (such as Account numbers and convenience checks) with which you may access your Account. "We," "our" and "us" refer to American Express Centurion Bank, the issuer of your Account.

Using the Card

You may use the Card to obtain goods and services from any person who accepts the Card ("Purchase(s)"). You may also use the Card to obtain loans ("Cash Advance(s)") through various means we may make available (e.g., ATM machines) up to the applicable limits on your Account. At our discretion, we may permit you to transfer balances from other accounts to your Account ("Balance Transfer(s)"). At our discretion, we may issue convenience checks that you can use to access your Account. Each convenience check may be used only by you. You may not use convenience checks to pay any amount you owe under this Agreement or to pay any other account you have with us or our affiliates. Transactions you make in response to promotional offers from us will be subject to the terms of the promotion and this Agreement.

All amounts charged to your Account, including Purchases, Cash Advances, Balance Transfers, convenience checks, annual fee(s), if any, any amounts guaranteed by use of the Card, other fees, and any Finance Charges, are "Charges." A convenience check that we identify as having been made payable to cash, to you, or to a bank, brokerage or similar asset account will be treated as a Cash Advance. Any other convenience check and/or a Balance Transfer will be treated as a Purchase, except as otherwise noted. If you make a Purchase or a Balance Transfer, or use a convenience check, that is governed by a promotional offer from us, the Charge will be included in a Promotional Balance, unless we notify you otherwise.

You agree not to let any person use a Card except a Cardmember whose name is on it. You agree to notify us if the Card is lost or stolen, or you suspect that it is being used without your permission. You agree to use the Account only for Purchases, Cash Advances, or Balance Transfers that are lawful and are permitted under this Agreement. We may issue you renewal or replacement Cards before a previously issued Card expires.

If you or an Additional Cardmember authorize a third party to bill Charges on a recurring basis to your Account ("Recurring Charge(s)"), we may (but are not required to) provide such third party with your current Account status, Card number and/or expiration date to permit that third party to continue billing your Account. We may take such steps even if your account number changes or if we issue a renewal or replacement Card to you or an Additional Cardmember. To withdraw authorization for a Recurring Charge, you must notify the third party.

Annual Fee
There is no annual fee for this Account.

Rebate

"Everyday Purchases" are Purchases at qualifying stand-alone supermarkets, drugstores, gas stations and home improvement stores in the United States. "Non-Everyday Purchases" are Purchases that are not Everyday Purchases. You will receive an Annual Rebate on the amount of your Purchases (net of credit for Purchases) made during the previous year ("Annual Purchases") based on the following tier structure: For the first \$2,000 in Annual Purchases, you will receive a Rebate of 0.50% for Everyday Purchases and 0.25% for Non-Everyday Purchases. For the next \$4,000 in Annual Purchases you will receive a Rebate of 1.0% for Everyday Purchases and 0.50% for Non-Everyday Purchases. For Annual Purchases above \$6,000, you will receive a Rebate of 3.0% for Everyday Purchases and 1.5% for Non-Everyday Purchases. You will receive an additional 2.0% Rebate for Everyday Purchases and an additional 0.50% Rebate for Non-Everyday Purchases posted to your Account in any billing period for which you do not pay in full the undisputed outstanding balance on your Account for that billing period provided your Account is not in default. Balances transferred from other accounts, purchases of American Express® Travelers Cheques or American Express® Gilt Cheques, and Cash Advances are not eligible for Rebate credit and will not be included in determining your Annual Rebate. Your Rebate will be calculated for each billing cycle in accordance with the timing of

your Purchases; provided, however, that if a Non-Everyday Purchase item and an Everyday Purchase item are purchased on the same day, the Non-Everyday Purchase item will be added first to determine your Rebate tier level so that you will receive the highest Rebate percentage in accordance with the Rebate structure described above. If a credit is posted to your Account for a Purchase, your Rebate will be adjusted at the time the credit is posted to your Account in accordance with the Rebate structure described above. A Purchase that is in dispute will not be included in the determination of your Rebate tier until the dispute is resolved. If a credit posted to your Account places your Rebate in negative status, the Rebate will be represented as zero on your billing statement; you will not be responsible for paying off a Rebate in negative status.

You will receive the Rebate in the form of credit to your Account two months after your anniversary date. To receive the Rebate in any year, your Account must be active (not canceled) in the month of your anniversary date. You will forfeit your entire annual Rebate if, in the applicable Review Period (defined in Section E of Finance Charges), any portion of any Minimum Payment on your Account is included within an unpaid previous balance on three consecutive billing periods. If any portion of any Minimum Payment on your Account for a billing period is included within an unpaid previous balance, you will forfeit your Rebate for that billing period. A credit posted to your Account for a Purchase made during a billing period for which you forfeited your Rebate will reduce the amount of any Rebate that you may earn in subsequent billing periods. A Rebate will not be awarded for the amount of Annual Purchases in excess of \$50,000.

We reserve the right not to award any Rebate for Purchases we determine are not made with the good faith intention of consuming the item charged.

Credit Line

A portion of your credit line may be available to you for Cash Advances up to your Cash Advance limit. We may, at any time and in our sole discretion, increase and/or decrease your credit line and Cash Advance limit. We may limit Charges at an automated teller machine ("ATM") to the lesser of (i) a total of \$1,000 in any seven-day period, or (ii) the remaining amount of the Cash Advance limit on your Account; and we may impose additional limits at our sole discretion (in addition to any limits imposed by the ATM's owner). Your billing statements will show your credit line and Cash Advance limit and the unused portions of such line and limit as of the statement date. You agree to manage your Account so that your balance for Cash Advances (including fees and Finance Charges) will not exceed the Cash Advance limit and your overall balance (including fees and Finance Charges) will not exceed your credit line. You agree to pay us, immediately upon request, the amount of any balance on your Account in excess of any applicable credit line or limit. We reserve the right to decline any attempted Charge, even if the Charge would not cause you to exceed your credit line or limit.

We are not responsible for any losses or other consequences if a transaction on your Account is not approved for any reason, even if you have sufficient credit available. Except as otherwise required by applicable law, we will not be responsible if any merchant refuses to honor the Card or for any other problem you may have with a merchant.

Promise to Pay

You promise to pay all Charges, including Charges incurred by Additional Cardmembers, on your Account. This promise includes any Charge for which you or an Additional Cardmember indicated an intent to incur the Charge, even if you or the Additional Cardmember have not signed a charge form or presented the Card. You also promise to pay any Charge incurred by anyone that you or an Additional Cardmember let use the Card, even though you have agreed not to let anyone else use the Card.

Status of and Responsibility for Additional Cardmembers

Additional Cardmembers do not have accounts with us. Instead, they are authorized users on your Account, and the Cards issued to them may be cancelled by you or us at any time. You must notify us to revoke an Additional Cardmember's permission to use your Account. You are responsible under this Agreement for all use of your Account by the Additional Cardmembers, and by anyone else you or an Additional Cardmember lets use the Card, and the Charges they incur will be billed to you. You have this responsibility even if you did not intend for an Additional Cardmember, or other person, to use the Card for any transactions.

An Additional Cardmember is not liable for Charges incurred by the Basic Cardmember or by other Additional Cardmembers. However, by each use of the Additional Card to incur Charges, the Additional Cardmember indicates his or her agreement to pay us for the Charge

if you fail to or refuse to pay it, and we may, at our discretion, pursue Additional Cardmembers for payment of Charges they incur or authorize. You authorize us to provide Account information to Additional Cardmembers and to discuss the Account with them. You agree to notify each Additional Cardmember, at the time he or she becomes an Additional Cardmember, that we may receive, record, exchange and use information about him or her in the same manner we do with information about you, as described below in the CONSUMER REPORTS, TELEPHONE MONITORING/RECORDING, and SUSPENSION/ CANCELLATION sections of this Agreement.

Billing Statements/Minimum Amount Due

You must notify us immediately of any change in the mailing or e-mail address to which we send billing statements or notices that a billing statement has been posted ("Billing Address"). If you wish a Billing Address change to apply to more than one account you maintain with us, you must tell us. You agree that we may also update your Billing Address if we receive information that your Billing Address has changed or is incorrect.

The "New Balance" appears on your billing statement. To determine the New Balance, we begin with the outstanding balance on your Account at the beginning of each billing period, called the "Previous Balance" on the billing statement. We add any Charges, subtract any credits or payments credited as of that billing period, and make other applicable adjustments.

Each billing statement will reflect a Minimum Amount Due. Payment is due by the time and date shown and in the manner prescribed on the statement. To calculate the Minimum Amount Due we will add together the following:

- (1) any amount past due;
- (2) the greatest of:
 - a) 1/50th of the New Balance on the Closing Date of the billing statement (the calculation of which is rounded to the nearest whole dollar) (for purposes of this calculation we exclude from the New Balance any over-limit fee added to your Account during the billing period);
 - b) the current billed Finance Charges, or
 - c) \$15 (or the New Balance if it is less than \$15); and
- (3) any over-limit fee added to your Account during the billing period.

If the greatest of the three calculations in section (2) above is the current billed Finance Charges, then we will add \$15 to the calculation of the Minimum Amount Due. At our option, we may also include in the Minimum Amount Due all or part of other fees incurred during the billing period and any part of the New Balance in excess of your credit line. The Minimum Amount Due will not exceed the New Balance. You may pay more than the Minimum Amount Due, up to the entire outstanding balance, at any time.

Payments

All payments must be sent to the payment address shown on your billing statement and must include the remittance coupon from your billing statement. You must pay us in U.S. currency, with a single draft or check drawn on a U.S. 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, or through an electronic payment method clearable through the U.S. banking system. Your Account number must be included on or with all payments. If we decide to accept a payment made in a foreign currency, you authorize us to choose a conversion rate that is acceptable to us to convert your remittance into U.S. currency, unless a particular rate is required by law.

Payments conforming to the above requirements that we receive no later than the hour specified on your billing statement will be credited to your Account as of the day received; payments conforming to the above requirements that we receive after the hour specified on your billing statement will be credited to your Account as of the following day.

If payment does not conform to the requirements stated above, crediting may be delayed. If this happens, additional Charges may be imposed. 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. Our acceptance of any such payments does not mean we agree to change this Agreement in any way. You agree that an acceptance of such payments will not operate as an accord and satisfaction without our prior express written approval.

Subject to applicable law, we will apply and allocate payments and credits among balances and Charges 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 balances at lower Annual Percentage Rates ("APRs") and then to higher APR balances,

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and apply Purchase credits first to the balance from which the corresponding debit originated. However, for servicing, administrative, systems or other business reasons, we may apply and allocate payments and credits among balances and to Charges on your Account in some other order or manner that we may determine in our sole discretion. You agree that we have the unconditional right to exercise this discretion in a way that is most favorable or convenient to us.

Authorization for Electronic Debit to Your Checking Account

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 financial institution. By submitting a check for payment, you authorize us to initiate an electronic debit from your bank or asset account. If we process your check electronically, your payment may be debited to your bank or asset account the same day we receive your check. Also, if we process your check electronically, you will not receive that canceled check with your bank or asset account statement. If we cannot collect the funds electronically, we may issue a draft against your bank or asset account for the amount of the check.

Finance Charges

A. Finance Charges begin to accrue for each Charge as of the date it is added to the daily balance, as described below. For Purchases (excluding Balance Transfers or convenience checks), however, no Finance Charges will accrue in any billing period in which the Previous Balance on the statement covering that billing period is zero or a credit balance.

B. The Daily Periodic Rate ("DPR") for Purchases and the DPR for Cash Advances are each based on an APR, which may vary. The APR for Cash Advances is the Prime Rate plus 14.99%. A DPR is 1/365th of the APR. Your DPRs and APRs for Purchases appear on the accompanying supplement(s). When an APR changes, we apply it to any existing balance subject to that rate.

C. Notwithstanding the foregoing, the APR for Purchases will be 17.99%, with a DPR of .0493% if in any Review Period any portion of any Minimum Payment is not made by the Payment Due Date.

D. The "Prime Rate" is determined once with respect to each billing period, and applies to the entire billing period. The Prime Rate for billing periods ending in any calendar month is the highest Prime Rate published in the Money Rates section (or successor section) of *The Wall Street Journal* on the 1st or 25th day (or, in each case, if such date is not a business day, the next business day) of the prior calendar month. If *The Wall Street Journal* ceases publication or does not publish the Prime Rate on either of those dates, 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.

E. Notwithstanding the foregoing, the DPR (and corresponding APR) on all balances will increase to the Default Rate if during the Review Period (i) payment of your Minimum Amount Due is not credited to your Account by the Payment Due Date in any two billing periods, (ii) a payment on your Account is not honored by your bank or other financial institution, or (iii) you exceed any designated credit limit on your Account three or more times. The "Review Period" is the period, constituting approximately one year, of twelve consecutive billing periods ending with the Closing Date of the current billing period, whether or not you received a statement for each such billing period. If the Default Rate is applied, it will apply to your Account for a minimum of twelve consecutive billing periods, beginning with the current billing period. The Default Rate is a DPR which corresponds to an APR equal to the Prime Rate plus 21.99%.

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 calculate the Finance Charges on your Account by applying the DPR to the Average Daily Balance (as described below) separately for each balance subject to Finance Charges. Different periodic rates may be used for different balances. For example, different DPRs may be applied to separate balances, such as Purchases, Cash Advance, and Promotional Balances. To get the Average Daily Balance for each balance, we (1) take the beginning balance for each day (including unpaid Finance Charges from previous billing periods), (2) add any new transactions, debits, or fees, (3) subtract any payments or credits credited as of that day, 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 DPR for the balance.* This gives us the daily balance for the particular balance for that day and the beginning balance for that balance 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 balance 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 that balance. For balances except Cash Advances, the Average Daily Balance for a billing period will be considered to be zero if you paid the New Balance, if any, shown on your previous billing period's statement by the Payment

Due Date shown on that statement. If you multiply the Average Daily Balance for each balance by the number of days in the billing period and the DPR for that balance, the result will be the Finance Charge assessed on that balance, except for variations caused by rounding. The total Finance Charge for the billing period is calculated by adding the Finance Charges assessed on all balances of the Account. *This method of calculating the Average Daily Balance and Finance Charge results in daily compounding of Finance Charge.* 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.

At our discretion, we may exclude certain categories of debit transactions or fees from the calculation of the daily balances. Unless we elect to use a later date, we add a Charge to the daily balance as follows: We add a Cash Advance or Purchase to the appropriate daily balance as of the date of request or the transaction date on the billing statement. We add a convenience check to the appropriate daily balance as of the date of first debit. We add a Balance Transfer other than through a convenience check to the appropriate daily balance as of the date of the request. We add periodic Finance Charges to the daily balance as described above. We add any other Charge to the appropriate daily balance as of the date of the transaction.

Periodic Finance Charges are added to the outstanding balance at the end of the billing period for which Finance Charges are calculated. In any such billing period, we will impose a minimum Finance Charge of \$0.50, which will be added to the balance with the highest APR unless, for our convenience and in our sole discretion, we choose to add it to a balance with a lower APR.

Late Fees

We may assess a Late Fee if a payment of at least the Minimum Amount Due is not credited to your Account by the Payment Due Date. The amount of the Late Fee depends on the amount of the Previous Balance on the statement on which the Late Fee appears, as follows:

Previous Balance	Late Fee
Less than \$100	\$15
\$100 to \$1000	\$29
Greater than \$1000	\$35

Other Fees

We may charge the following fees to your Account, subject to applicable law. Except as otherwise noted, these fees will be added to the Purchase Balance.

- 1. Dishonored Payments**—We may charge a fee of \$38 whenever any check, similar instrument, or electronic payment order that we receive as payment on your Account is not honored upon first presentation. If a Card is presented in connection with cashing a check at an American Express Travel Service Office or other authorized location, and the check is not honored, we may charge a fee of \$38. (We will also add a Charge to the Cash Advance balance of your Account in the amount of the check that was not honored.)
- 2. Copies of Statements**—We may charge a fee of \$5 for each billing period for which a copy of a billing statement is requested. We will not charge this fee for any request for a copy of any of the billing statements for the three billing periods immediately prior to the request.

- 3. Account Re-opening Fee**—We may charge a re-opening fee of \$25 if your Account is canceled for any reason and you request reinstatement and such request is honored.
- 4. Wire Transfers**—We may charge a fee of \$15 each time a wire transfer from your Account is initiated and authorized.
- 5. Stop Payment Orders**—We may charge a fee of \$29 each time we receive a request to stop payment on a convenience check drawn on your Account.

- 6. Over-limit Fee**—We may charge a fee of \$35 in each billing period if the New Balance on your statement exceeds your credit line.
- 7. Convenience Check Usage/Balance Transfer Transaction Fee**—Unless otherwise disclosed in a Promotional Offer, we will charge a transaction fee for each Balance Transfer and each convenience check drawn on your Account. This fee, a Finance Charge, will be 3% of the amount of the convenience check or Balance Transfer, with a minimum of \$5 and a maximum of \$50. However, no maximum will apply to the fee for Balance Transfer or convenience checks made payable to cash or to you, a bank, brokerage or similar asset account. This fee will be added to the same Purchase or Cash Advance balance as the convenience check transaction or Balance Transfer.

- 8. ATM Fee**—We will impose a fee each time a Card is used to obtain cash or any other services from an ATM. This fee will be 3% of the amount of the cash withdrawn or other services obtained (including any additional fee imposed for use of the ATM by its operator), with a minimum of \$5. This fee will be added to the Cash Advance balance.

Suspension/Cancellation

In addition to any other actions we may take under this Agreement, we may suspend or cancel your Account or any feature offered in connection with your Account, we may reduce your credit line or cash advance limit (including to a level below your outstanding balance), and/or we may suspend or cancel the authorization of any Additional Cardmember to make Charges to your Account, at our sole discretion at any time, with or without cause, whether or not your Account is in default, and without giving you notice, subject to applicable law. Any such action on our part will not cancel your obligation to pay all Charges due on your Account under the terms of this Agreement in effect at the time of such action or as subsequently amended, and you agree to pay us all such Charges despite any such action. We may advise third parties who accept the Card that the Card(s) issued to you and/or Additional Cardmembers have been cancelled. If we cancel the Card or it expires, you may no longer use it and you must destroy it or return it to us or, if we request, to a third party. If you want to cancel the Account or any Additional Cards, you must notify us and destroy the Card(s). If we agree to reinstate your Account after a cancellation, the new Agreement we send you (or, if we do not send you a new Agreement, this Agreement as it may be amended) will govern your reinstated Account. When we reinstate your Account, we may reinstate any Additional Cards issued in connection with your Account, and bill you the applicable annual fee(s).

Default

We may consider your Account to be in default at any time if you fail to pay us any amount when it is due, or if you breach any other promise or obligation under this Agreement.

Subject to applicable law, we may also consider your Account to be in default at any time if any statement made by you to us in connection with this Account or any other credit program was false or misleading, if you breach any promise or obligation under any other agreement that you may have with us or with any of our affiliates; if we receive information indicating that you are bankrupt, intend to file bankruptcy, or are unable to pay your debts as they become due; or we receive information leading us to conclude that you are otherwise not creditworthy. In evaluating your creditworthiness, you agree that we may rely on information contained in consumer reports, and 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. We may also consider your Account in default in the event of your death.

In the event of your default, and subject to any limitations or requirements of applicable law, we may require payment of a portion of your outstanding balance greater than the Minimum Amount Due, declare the entire amount of your obligations to us immediately due and payable, and/or suspend or cancel your Account and/or any feature that may be offered in connection with the Account. You agree to pay all reasonable costs, including reasonable attorneys' fees, incurred by us (1) in connection with the collection of any amount due on your Account, whether or not any arbitration, litigation, or similar proceedings are initiated; and (2) in reasonably protecting ourselves from any loss, harm, or risk relating to any default on your Account.

Transactions Made in Foreign Currencies

If you incur a Charge in a foreign currency, it will be converted into U.S. dollars on the date it is processed by us or our agents. Unless a particular rate is required by applicable law, you authorize us to choose a conversion rate that is acceptable to us for that date. Currently, the conversion rate we use for a Charge in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by us from customary banking sources, on the conversion date or the prior business day, in each instance increased by 2%. This conversion rate may differ from rates in effect on the date of your Charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

Benefits and Services

Subject to applicable law, we have the right to add, modify or delete any benefit, service, or feature that may accompany your Account at any time and without notice to you.

Arbitration

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

Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to your Account, this Agreement, the Electronic Funds Transfer Services Agreement, and any other related or prior agreement that you may have had with us, or the relationships resulting from any of the above agreements ("Agreements"), including the validity, enforceability or scope of this Arbitration Provision or the Agreements. For purposes of this Arbitration Provision, "you" and "us" also includes any corporate parent, or wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser

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of any accounts, all agents, employees, directors and representatives of any of the foregoing, and other persons referred to below in the definition of "Claims." "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. "Claim" also includes claims by or against any third party using or providing any product, service or benefit in connection with any account (including, but not limited to, credit bureaus, third parties who accept the Card, third parties who use, provide or participate in fee-based or 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-party with you or (or files a Claim with or against you or us) in connection with a Claim asserted by you or us against the other. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (a) any of the accounts created under any of the Agreements, or any balances on any such accounts, (b) advertisements, promotions or oral or written statements related to any such accounts, goods or services financed under any of the accounts or the terms of financing, (c) the benefits and services related to Cardmembership (including fee-based or free benefit programs, enrollment services and rewards programs), and (d) your application for any account. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court.

Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the National Arbitration Forum ("NAF"), 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 other organizations listed to serve as arbitration 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; website at www.arbitration-forum.com.
- JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website: www.jamsadr.com.
- AAA at 335 Madison Avenue, New York, NY 10017; website: www.adr.org.

Significance of Arbitration: 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 HAVE THEIR CLAIMS RESOLVED EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE NAF, JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU AND WE 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 OR WE WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. *There shall be no right or authority for any Claims to be arbitrated in a class action basis or on basis involving Claims brought in a purported representative capacity on behalf of the general public, other Cardmembers or other persons similarly situated.* The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to awards to you and us alone. Furthermore, Claims brought by you against us or by us against you, may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless agreed to in writing by all parties.

Arbitration Procedures: 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 arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. The arbitration proceeding shall not be governed by any Federal or state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery under the applicable Code.

The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such a request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. 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. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to 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 that will conduct an arbitration pursuant to its Code and issue its decision within one hundred and twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. You will be responsible for paying your share, if any, of the arbitration fees (including filing, administrative, hearing and/or other fees) provided by the Code to the extent that such fees do not exceed the amount of the filing fees you would have incurred if the Claim had been brought in the state or federal court closest to your billing address that would have jurisdiction over the Claim. We will be responsible for paying the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees for any Claim you initiate as to which you or we seek arbitration. You will not be assessed any arbitration fees in excess of your share if you do not prevail in any arbitration with us.

Continuation: This Arbitration Provision shall survive termination of your accounts as well as voluntary payment of the Account balance in full by you, any legal proceeding by you or us to collect a debt owed by the other, any bankruptcy by you or us, and any sale by us of your Account (and in the case of sale, its terms shall apply to the buyer of any of your Account). If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement, each of which shall be enforceable regardless of such invalidity.

Waiver

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

Consumer Reports

You authorize us to request consumer reports about you, to make whatever credit investigations we deem appropriate, to obtain and exchange any information we may receive from consumer reports and other sources, and to use such information for any purposes, subject to applicable law.

You authorize us to furnish information concerning your Account to consumer reporting agencies, or others, subject to applicable law. 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.

You are hereby notified that information about your Account that may have a negative impact on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Telephone Monitoring/Recording

You agree that from time to time we may monitor and/or record telephone calls between you or Additional Cardmembers and us to assure the quality of our customer service or as required by applicable law.

Use of Card at Federal Government Agencies

American Express has entered into contracts that 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 us. 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.

Notices

Any notice given by us shall be deemed given when deposited in the U.S. mail, postage prepaid, addressed to you at the latest Billing Address shown on our records.

Changing this Agreement/Assignment of this Agreement

We may change the terms of or add new terms to this Agreement at any time, in accordance with applicable law. We may apply any changed or new terms to any then-existing balances on your Account as well as to future balances. We may also sell, transfer or assign this Agreement and the Account at any time without notice to you. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.

Assignment of Claims

In the event you dispute a Charge and we credit your Account for all or part of such disputed Charge, we automatically succeed to, and you are automatically deemed to assign and transfer to us, any rights and claims (excluding tort claims) that you have, had or may have against any third party for an amount equal to the amount we credited to your Account. After we make such credit, you agree that without our consent you will not pursue any claim against or reimbursement from such third party for the amount that we credited to your Account, and that you will cooperate with us if we decide to pursue the third party for the amount credited.

Applicable Law

This Agreement and your Account, and all questions about their legality, enforceability and interpretation, are governed by the laws of the State of Utah (without regard to internal principles of conflicts of law), and by applicable federal law. We are located in Utah, hold your Account in Utah, and entered into this Agreement with you in Utah.

AMERICAN EXPRESS CENTURION BANK

David E. Poulsen, President/CEO

TO AMERICAN EXPRESS CARDMEMBERS IN THE UNITED STATES 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 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, 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 statement automatically from your savings, checking or other 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 line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement 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 services. 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 laws against discrimination require 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 AMERICAN EXPRESS® CREDIT CARDMEMBER AND AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. CONCERNING ELECTRONIC FUND TRANSFER SERVICES

ONCE YOU ENROLL IN PAY BY COMPUTER, PAY BY PHONE OR ANY OTHER AMERICAN EXPRESS ELECTRONIC FUNDS TRANSFER SERVICE (HEREAFTER THE "PROGRAM"), YOU WILL BE SUBJECT TO THIS ELECTRONIC FUNDS TRANSFER AGREEMENT (THE "EFT AGREEMENT").

Scope of Agreement

This EFT Agreement covers your participation in the Program. In this EFT Agreement, the words "you" and "your" refer to the Basic Cardmember and also include all Additional Cardmembers who have enrolled in the Program. The words "we," "our" and "us" refer to American Express Travel Related Services Company, Inc. The words "your American Express Accounts" refer to your card account governed by your Cardmember Agreement ("Card Account") or any other American Express Accounts that we permit you to enroll in the Program. The words "your Bank Account" refer to the account held by a bank, securities firm or other financial institution from which payment will be made when you make transactions under the Program. The words "your bank" mean the bank, securities firm or other financial institution that holds your Bank Account. The words "other options" refer to electronic payment transfer options and/or other cash access that American Express may make available from time to time, including the option to pay your Account bill electronically using a computer, phone or other device.

Your Account is governed by the Cardmember Agreement that is attached to this EFT Agreement. That agreement and the capitalized terms in it also apply here.

Payment for Cash Transactions

Each time you initiate a transaction under the Program, you instruct and authorize us or our agent to draw a check or initiate an automated clearing house ("ACH") debit in your name on your Bank Account, payable to us or to our agent, in the amount of the transaction. The amount of the transaction is the amount of the Account bill you paid or other funds transfer you authorized, plus any applicable fees or charges. We may charge a fee of \$38 for each check or ACH debit drawn by us or our agent in connection with the Program that is not honored upon first presentation, subject to applicable law. Your bank may also assess its customary charge for such items, if any.

Dishonored Requests for Payments

If any check or ACH debit drawn by us or our agent in connection with the Program is not honored by your bank, we have the right to charge the amount of any such transaction, and the dishonored payment fee referred to above, to the Card Account or to collect the amount from you. If this happens, we may cancel your right to participate in the Program. For certain Bank Accounts, you may have a separate agreement with us or with a participating bank, securities firm, or other financial institution that allows a line of credit to be accessed in the event that your Bank Account contains insufficient funds to make payment to us. You should refer to the appropriate agreement relating to that line of credit for the terms and conditions that govern its use.

Liability for Unauthorized Transactions and Advisability of Prompt Reporting

You must tell us AT ONCE if you believe a transaction under the Program has been made without your authorization. Telephoning is the best way of minimizing possible losses. If a transaction was unauthorized, and

within two days after you learn about it you notify us that the transaction was unauthorized, we will not hold you liable for that transaction. 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. If you believe that someone has transferred or may transfer money from your Bank Account without permission, call: 1-800-528-4800 (within U.S.) or 1-336-333-3211 (outside U.S.) anytime, or write: American Express Credit Department, P.O. Box 53830, Phoenix, Arizona 85072-3830.

Our Liability for Improper Transactions or Payments

If a transaction is not completed as you have directed or if we do not complete a transfer to or from your Bank Account on time in the correct amount, we will research and correct it as necessary, once you advise us. We will also reimburse you for your actual losses or damages, if any, caused by our error. However, there are some exceptions. We will not be liable to you in the following instances:

- if, through no fault of ours, your Bank Account does not or did not contain enough money to complete the transaction or the transfer would exceed an established credit limit;
- if the funds in your Bank Account are or were at the time of the attempted transaction subject to legal process or other encumbrance restricting the transaction;
- if circumstances beyond our control (such as fire or flood) prevent or prevented the transaction, despite reasonable precautions that we have taken;
- if a technical malfunction known to you prevented the transaction;
- or any other exceptions stated in this EFT Agreement.

Business Day

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

Arbitration

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

Privacy

Electronic funds transfers you initiate pursuant to this EFT Agreement are covered by the American Express Privacy Policy, a copy of which was given to you together with your American Express Card. To view our Privacy Policy online, please visit: americanexpress.com.

How to Contact Us

If for any reason you wish to contact us about the Program, about your participation in the Program, or about transactions relating to the Program, write or call us as follows:

Address: American Express Travel Related Services Company, Inc., Express Cash Operations, P.O. Box 27084, Greensboro, NC 27425
Telephone: 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 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 10 business days* from the date you notified us.

We will tell you the results of our investigation within 10 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 assure that your bank recredits your Bank Account within 10 business days* for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days* following your oral notification, we may not credit your Bank Account.

If notification of an error is received within 30 calendar days after your Bank 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 credited your Bank Account during the investigation and determine that there was no error, we will notify you of the date on which we will redebit your Bank Account, and the amount to be debited. You should make certain that your Bank Account contains sufficient funds to cover this debit. If it does

not, we have the right to charge such amount to the Account or to collect the amount from you. If this happens, we may cancel your right to participate in the Program.

Termination

We, or any bank or financial institution participating in the Program, may add to or remove from the Program any or all ATMs or extend or limit the services provided at any location without notifying you beforehand. In addition, we may discontinue the Program at any time. Your right to participate in the Program will be terminated or suspended if the Card Account is cancelled or suspended, if you cancel the authorization you have given your bank to directly charge checks to your Bank Account, if the Bank Account from which payment will be made when you make transactions under the Program is closed to withdrawal transactions by us or our agents, if your participation in the Program is inactive for 18 consecutive months or more, or if the Card Account is no longer in good standing.

In addition to the foregoing, we may revoke your right to participate in the Program, at any time, at our sole discretion, with or without cause, subject to applicable law. If we do so, we will send you written notice, but we may not send you the notice until after the revocation. We also have the right to deny authorization for any requested transaction, at any time, at our sole discretion, with or without cause, and without giving you notice, subject to applicable law. 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 EFT Agreement entitled "HOW TO CONTACT US."

Prior Agreements and Assignments

This EFT Agreement supersedes all prior agreements you may have with us relating to the Program. We have the right to assign this EFT Agreement to a subsidiary or affiliate company at any time.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

Gordon A. Smith
Gordon A. Smith, President, Consumer Cardmember Since 1984

Note for Massachusetts Residents

General Disclosure Statement. Any documentation provided to you which indicates that an electronic funds 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 Bank Account will, except as otherwise provided in this EFT Agreement, effectively eliminate your ability to stop payment of the transfer.

UNLESS OTHERWISE PROVIDED IN THIS EFT AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUNDS 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 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 ATMs 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: 10 calendar days instead of 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

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price.⁴ 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.⁵

Your Permanent Residence is considered your primary dwelling.

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 cancelled.⁶
- 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, sawing, 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 insure 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 1-800-322-1277 to report your claim (overseas, call collect at 1-303-273-6498).

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 documents⁷ (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)⁸ 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.⁹

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

4. 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.

Important Additional Information for You

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 chance of 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. Ciak, President *Timothy S. Meehan, Secretary*
AMEX Assurance Company AMEX Assurance Company
6726-11-01

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, if requested.

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,¹⁰ 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.¹¹
- 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.¹²

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 cancelled.¹³
- 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 mirror 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, refrigerators, heaters;

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- 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 (overseas, call collect at 1-303-273-6498).

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.³

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 AX953 ("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. Ciak
Kenneth J. Ciak, President
AMEX Assurance Company
6717-11-01

Timothy S. Meehan
Timothy S. 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.**

AMERICAN EXPRESS CARDMEMBER 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.¹ This coverage is always excess insurance.

Who is Eligible for Coverage

You are eligible for coverage if:

1. You are a Basic or Additional Cardmember and an American Express® Card or Optima® Card in association with that Card (the "Card") has been issued to you in your name;
2. You are of an account status and class that is provided Car Rental Loss and Damage Insurance as a benefit of Cardmembership ("Cardmember"); and
3. 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.

"Commercial Car Rental Company" or "Car Rental Company" means any commercial car rental agency which rents Rental Autos.² 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 cancelled.

Length of Coverage

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

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

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

What is 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 Rodeo are covered when driven on paved roads.

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

Losses Not Covered

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

- operation of the Rental Auto in violation of the terms and conditions of the Rental Company agreement (including but not limited to losses occurring when: a person not permitted to operate the vehicle pursuant to terms of the rental agreement was in possession or control of the vehicle; or, driving the vehicle outside of the authorized rental territory);
- leased or mini-leased vehicles;
- costs attributed to the Commercial Car Rental Company's normal course of doing business;
- intentional damage;
- illegal activity, such as losses where the Rental Auto was used for, or involved in illegal activity or felony;
- pre-existing conditions, damage or defect;
- 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;

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- 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 fee 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, PO Box 94729, Cleveland, Ohio 44101-4729. If the proof of loss and other documentation is not received within 60 days of the date of loss, coverage may be denied.

Required documentation may consist of, but is not limited to:

- our signed and completed claim form;
- an itemized repair bill;
- a copy of charge slip for the rental of the Rental Auto, Rental Auto contract or machine generated receipt to show rental was charged and paid for with 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 cancelled.

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.

[Handwritten signatures]

President

AMEX Assurance Company

6679-11-97

Secretary

AMEX Assurance Company

(01/02)

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

**\$100,000 – \$250,000 –
\$500,000 – \$1,500,000²**
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:

- For \$100,000 coverage, a Basic or Additional Cardmember who has any 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® Rewards Green Card, American Express® Preferred Rewards Green Card, American Express® Rewards Gold Card, American Express® Preferred Rewards Gold Card, 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® Costco Cash Rebate Credit Card, The American Express® Costco Card (IDC); American Express® Costco Business Card, 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™, American Express® Business Management Account from OPEN: The Small Business Network™, Business Membership Rewards® Card, American Express® 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, American Express® Business Cash Rebate Card from OPEN: The Small Business Network™, Corporate Costco Card from OPEN: The Small Business Network™, Delta SkyMiles® Business Credit Card from OPEN: The Small Business Network™, Gold Delta SkyMiles® Business Credit Card from OPEN: The Small Business Network™, Delta SkyMiles® Credit Card, Delta SkyMiles® Options Card, American Express Executive Business Card from OPEN: The Small Business Network™, Gold American Express Portfolio Credit Card, Gold Card, Gold Delta SkyMiles® 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 SkyMiles® Credit Card, Platinum ShopRite 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 HHonors® Platinum Credit Card from American Express, Binghamton Savings Bank Gold Credit Card from American Express, Binghamton Savings Bank Business 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;

- 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
- 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, American Express Business Platinum Card from OPEN: The Small Business Network™, Lexus Platinum Card®, American Express Platinum Financial Services Card, LAC IDC Platinum 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
- For \$1,500,000 coverage, a Basic or Additional Cardmember who has a Centurion Card, American Express® Business 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
- the spouse, Domestic Partner or dependent child under age 23 of any eligible person described in (a), (b), (c), (d) above; and
- 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:

- 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
- the Covered Person's entire fare for such trip on that Common Carrier Conveyance 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 by 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 this 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
Dismemberment		
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
Dismemberment		
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

Common Carrier Benefit: 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 used on 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; or (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.

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 10 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 to 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 expirations of three years, five years for Centurion Card, American Express® Business 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. Ciak
Kenneth J. Ciak
President
6713-11-01-COM

Timothy S. Meehan
Timothy S. Meehan
Secretary

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 cancelled. 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; mini 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.

C8

Ron Z. Opher, Esquire
Attorney for Plaintiff
Attorney #57507
P.O. Box 2245
Southeastern, PA 19399
(610) 902-0530

AMERICAN EXPRESS CENTURION BANK	:	IN THE COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY, PA
Plaintiff	:	
	:	NO: 05-117-CD
v.	:	
	:	
JAMES LOVE	:	
518 Brisbin Street	:	
Houtzdale, PA 16651-1207	:	
Defendant	:	

CERTIFICATE OF MAILING

COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF CLEARFIELD :

I, Ron Z. Opher, Esquire, being duly sworn according to law, hereby certify that on February 25, 2005, a true and correct copy of Plaintiff's Amended Complaint was mailed via U.S. First Class Mail, postage prepaid to Defendant's Counsel at:

Joseph Covalecchi, Esquire
P.O. Box 131
Clearfield, PA 16830

DATED: *Feb. 25, 2005*

BY: 
Ron Z. Opher, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100173
NO: 05-117-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: AMERICAN EXPRESS CENTURION BANK
vs.
DEFENDANT: JAMES LOVE

SHERIFF RETURN

NOW, February 01, 2005 AT 10:59 AM SERVED THE WITHIN COMPLAINT ON JAMES LOVE DEFENDANT AT 518 BRISBIN ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GAIL LOVE, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
D1:4231 (6K)
MAR 08 2005

William A. Hawkins,
Prothonotary Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	ZWICKER & ASSOC.	4864	10.00
SHERIFF HAWKINS	ZWICKER & ASSOC	4866	61.74

Sworn to Before Me This

____ Day of _____ 2005

So Answers,

*Chester A. Hawkins
by Marilyn Harris*
Chester A. Hawkins
Sheriff

Ron Z. Opher, Esquire
Attorney for Plaintiff
Attorney #57507
P.O. Box 2245
Southeastern, PA 19399
(610) 902-0530

American Express Centurion Bank

Plaintiff
v.
James Love
518 Brisbin St.
Houtzdale, PA 16651-1207
Defendant

IN THE COURT OF COMMON PLEAS
Clearfield COUNTY, PA

CIVIL ACTION - LAW

NO. 05-117-CD

PRAECIPE TO WITHDRAW COMPLAINT WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly mark the Complaint in the above-captioned matter WITHDRAWN WITHOUT PREJUDICE.

BY: 

Ron Z. Opher, Esquire
Attorney for Plaintiff

DATED: March 15, 2005

FILED

MAR 17 2005

W/15/05

William A. Shaw

Prothonotary/Clerk of Courts

2 LENS w/ doc. to Attr

COPY to C/A

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

American Express Centurian Bank

Vs.
James L. Love **No. 2005-00117-CD**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 17, 2005, marked:

Withdrawn without Prejudice

Record costs in the sum of \$156.74 have been paid in full by Ron Z. Opher.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 17th day of March A.D. 2005.

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AMERICAN EXPRESS CENTURION
BANK,

Plaintiff

CIVIL DIVISION

No. 05 - 117 - CD

vs.

JAMES L. LOVE,

Defendant

DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S
AMENDED COMPLAINT

Filed on Behalf of:

Defendant, JAMES L. LOVE

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

RECD NO
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

AMERICAN EXPRESS CENTURION BANK, :
Plaintiff : No. 05 - 117 - CD
:
Vs. :
:
JAMES L. LOVE, :
Defendant :

***DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S AMENDED COMPLAINT***

Defendant, James L. Love, through his attorney, Joseph Colavecchi, Esquire, files Preliminary Objections to Plaintiff's Amended Complaint and respectfully avers as follows:

1. Plaintiff filed an Amended Complaint in the Court of Common Pleas of Clearfield County, Pennsylvania, on or about February 28, 2005, alleging that Plaintiff furnished consumer credit to Defendant through a credit card account.

2. Plaintiff alleges that there is an unpaid balance on the credit card account of \$2,915.69, together with interest at the contract rate of 23.99% per annum commencing March 30, 2004, attorney's fees at the rate of 15%, and costs of this action.

3. Plaintiff alleges that a copy of the individual transactions made on this account is unavailable. Plaintiff attached copies of what are alleged to be monthly account statements from September 2003 to February 2004, a total of six

months, and a copy of what is alleged to be a charge off statement dated March 30, 2004.

4. Plaintiff failed to attach a signed copy of the original agreement between Plaintiff and Defendant as required under Pa. Rule of Civil Procedure 1019(h).

5. On the Exhibits attached by Plaintiff, the one dated September 3, 2003, appears to show a previous balance of \$2,179.73 without any explanation as to how Plaintiff arrived at this balance. It then appears to show payment activity of \$41.00 and then appears to show a charge of new activity adjustments and finance charges of \$112.31 with a new balance of \$2,251.04. This evidently includes a late payment fee of \$35.00, a periodic finance charge of \$42.58, a credit protection insurance premium of \$5.73, and an overlimit fee of \$29.00. There is no signed agreement between Plaintiff and Defendant to show the justification for these charges.

6. On the statement dated October 3, 2003, they appear to show payment activity of \$40.00 and then additional charges added to this account by Plaintiff of a late payment fee of \$35.00, a periodic finance charge of \$43.52, a credit protection premium of \$5.92 and an overlimit fee of \$29.00 for a total of \$113.44. There is no written agreement between Plaintiff and Defendant attached to the Complaint to show any justification for these charges, assuming they are legal.

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7. On the statement dated November 4, 2003, there are same sort of charges made against Defendant with no justification showing where Defendant agreed to these various charges in writing.

8. On the statement dated December 3, 2003, there are the same sort of charges being in the amount of \$115.90 with no justification shown by a written contract between Plaintiff and Defendant agreeing to these type of charges.

9. In the statement dated January 4, 2004, there are the same type of charges for a total of \$123.35 but no written agreement was produced between Plaintiff and Defendant to show the justification for these charges.

10. On the statement dated February 3, 2004, there are similar charges for a total of \$122.64 with no corresponding justification showing a contract between Plaintiff and Defendant agreeing to these charges.

11. The entire Amended Complaint consists of numerous charges made by Plaintiff against Defendant and then charges on charges, none of which appear to be agreed to between Plaintiff and Defendant in writing.

12. Nothing has been produced by Plaintiff to show how they got to their beginning balance on the statement dated September 3, 2003, of \$2,179.73.

13. As set forth in earlier Preliminary Objections, the Amended Complaint is insufficient without Plaintiff producing an

original signed copy of an agreement between Plaintiff and Defendant to justify their charges.

14. Plaintiff failed to show the justification for their original charge set forth in their statement of September 3, 2003.

WHEREFORE, Defendant respectfully requests that Plaintiff's Amended Complaint be stricken pursuant to Pa. Rule of Civil Procedure 1208 on the ground of legal insufficiency.



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant

3/2/04
Date

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Defendant's Preliminary Objections to Plaintiff's Amended Complaint in the above matter was served on the following by depositing said copy in the United States Mail, first class, postage pre-paid on the 24 day of March 2005, and addressed as follows:

Ron Z. Opher
Attorney at Law
P.O. Box 2245
Southeastern, PA 19399


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff
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