

03/11/14

DOUG CHANG 1057 SAGINAW TER UNIT 101 SUNNYVALE CA 94089-2175 Account: XXXX-XXXX5-11008

Dear DOUG CHANG,

We are writing to provide you with an important notice regarding the account referenced above. You can find this information on the back of this letter or on the additional page(s) enclosed. Please review and keep this notice for your reference.

As a reminder, you can always manage your account by logging in to **american express.com.** If you have any questions, call us at the number on the back of your Card or at 1-800-528-4800.

We hope you find this information helpful.

Sincerely, American Express Customer Care

DOUG CHANG Closing Date 03/11/14

Account Ending 5-11008

# **Important Changes to Your Account Terms**

We are making changes to the American Express Cardmember Agreement ("Agreement"), Your Agreement for Transferring Funds Electronically (EFT) and other terms governing your account referenced in this notice. We urge you and any Additional Card members on your account to read the below notice carefully and file it along with your Agreement in a safe place for future reference.

# Important Changes to Your Account Terms

## Important Notice Regarding Your Late Payment Fees

The following is a summary of the change that is being made to your account terms. For more detailed information, please see the reverse side of this page.

Revised Terms, as of June 6, 2014	
Late Payment Fee	Up to <b>\$37</b>
Returned Payment Fee	Up to <b>\$37</b>

Summary of Other Changes		
Changing the Agreement	We are clarifying that the Agreement cannot be changed orally.	
Credit Reports	We are adding language concerning income and employment verification to your Cardmember Agreement to clarify that we will verify and re-verify your employment and income.	
Phone Numbers for "EFT" Inquiries	We are changing the <i>How to contact us about the services</i> section of Your Agreement for Transferring Funds Electronically to update the toll-free numbers provided in that section and to delete the reference to Express Cash.	
AMEX Assurance Company Policies	We are providing policy updates for residents of Colorado and Vermont as well as updating the collect phone number to be used for filing claims under the Car Rental Loss and Damage Insurance Policy.	
Blue Savings Program	Effective as of March 31, 2014, the Blue Savings Program <sup>®</sup> will be discontinued and no longer be available to any member of the American Express Blue Suite <sup>®</sup> of Cards.	

See the reverse side for the Detail of Changes

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## **Detail of Changes to Your Account Terms**

The terms of the account referenced in or with this notice are subject to change in accordance with the Cardmember Agreement, Your Agreement for Transferring Funds Electronically (the 'EFT Agreement'), and the Insurance Policies underwritten by AMEX Assurance Company (collectively, the "Agreements"). This notice formally amends the Agreements as described below. Any terms in the Agreements conflicting with these changes is replaced fully and completely. Terms not changed by this notice remain in full force and effect. We encourage you to read this notice, share it with Additional Card members on your account, and file it for future reference. If you have any questions about these changes, please call the number on the back of your Card.

### Late Payment and Return Payment Fees

We are increasing the late payment and return payment fees on your account. Effective June 6, 2014, the *Rates and Fees Table* section on page 1 of Part 1 of the Cardmember Agreement is amended by deleting the *Penalty Fees* row and replacing it with the following:

Penalty Fees	
Late Payment	Up to <b>\$37</b> .
Returned Payment	Up to <b>\$37</b> .
<ul> <li>Overlimit</li> </ul>	None

#### Late Payment Fee

Effective June 6, 2014, your late fee will be up to \$37. The *How Rates and Fees Work* section on page 2 of Part 1 of the Cardmember Agreement is amended by deleting the *Late Payment* row and replacing it with the following:

fee is \$26. the late fee	If we do not receive the Minimum Payment Due by its Payment Due Date, the If this happens again within the next 6 billing periods, the fee is \$37. However, we will not exceed the Minimum Payment Due. Paying late may also result in a PR. See Penalty APR for new transactions and Penalty APR for existing above.
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To help you make payments on time, every time, we offer a suite of account management tools:

- Pay online or by phone 24/7 Login to your account online or call 1-800-I-PAY-AXP (1-800-472-9297).
- AutoPay Have your payment automatically deducted from your bank account each month.
- Account alerts Get email or text alerts when your payment due date is approaching.
- Mobile services View and manage your Card account from anywhere.

Go to american express.com/consumerresources to learn more.

## **Returned Payment Fee**

Effective June 6, 2014, your returned payment fee will be up to \$37. The How Rates and Fees Work section on page 2 of Part 1 of the Cardmember Agreement is amended by deleting the Returned Payment row and replacing it with the following:

Returned Payment	Up to \$37. If you make a payment that is returned unpaid the first time we present it to your bank, the fee is \$26. If you do this again within the same billing period or the next 6 billing periods, the fee is \$37. However, the returned payment fee will not exceed the applicable Minimum Payment Due. A returned payment may also result in a penalty APR. See <i>Penalty APR for new transactions</i> above.
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#### Changing the Agreement

Effective June 1, 2014, the following is added immediately after the second sentence of the *Changing the Agreement* section in Part 2 of your Cardmember Agreement:

"This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement."

## **Credit Reports**

Effective immediately, we are amending the *Credit Reports* section contained in Part 2 of your Cardmember Agreement by adding at the end of the first sentence, "including information to verify and re-verify your employment and income."

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DOUG CHANG Closing Date 03/11/14

Account Ending 5-11008

#### **Phone Numbers for EFT Inquiries**

Effective immediately, the *How to contact us about the services* section of Your Agreement for Transferring Funds Electronically is deleted and replaced with the following:

"You can call us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay questions. You may also write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531."

### Notice of Change to Your AMEX Assurance Company Policies

We are making Important Changes to your insurance policies ("Policies") underwritten by AMEX Assurance Company. Applicable for Residents of Colorado

Effective January 1, 2014, all definitions, terms and provisions within the Policies wherever appearing and denoting a marital relationship or family relationship arising out of marriage will include parties to a civil union established in the State of Colorado according to Colorado law and their families. The terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a civil union established according to Colorado law. AEREG1013CO

#### Applicable for Residents of Vermont for Purchase Protection and Extended Warranty

Effective immediately, the Termination or Cancellation section is replaced with the following: We may cancel this policy only for the reasons stated in this condition by notifying you in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed by certified mail to you at your mailing address shown in the Declarations except that in the case of cancellation for non-payment of premium, the cancellation notice will be by certified mail or certificate of mailing. Proof of mailing will be sufficient proof of notice. 1) When you have not paid the premium, or there is a substantial increase in hazard, we may cancel at any time by notifying you at least 15 days before the date cancellation takes effect. (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by notifying you at least 45 days before the date cancellation takes effect. (3) When this policy has been in effect for 60 days or more or at any time if it is a renewal with us, we may cancel for one or more of the following reasons: (a) Non-payment of premium or substantial increase in hazard provided that in the case of substantial increase in hazard, we have secured approval for the cancellation from the commissioner of insurance. This can be done by notifying you 15 days before the date cancellation takes effect; or (b) Fraud or material misrepresentation affecting the policy or in the presentation of a claim, or violation of any provisions of the policy. This can be done by letting you know 45 days before the date cancellation takes effect. (4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 45 days before the date cancellation takes effect. Nonrenewal: We may elect not to renew this policy. We may do so by delivering to you, or mailing by certified mail to you at your mailing address shown in the Declarations, written notice at least 45 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice. This condition does not apply: a. If we have manifested our willingness to renew; or b. In the case of non-payment of premium; or c. If you fail to pay any advance premium required by us for renewal; or d. If any insured property designated in the policy is insured under any other insurance policy. Renewal Of The Policy: a. If we elect to renew this policy and have the necessary information to issue the renewal policy, we will confirm in writing at least 45 days prior to the expiration our intention to renew the policy and confirm the premium at which the policy is to be renewed. b. If we do not comply with the conditions set forth in the above paragraph, you will be granted renewal coverage at the rate or premium in effect on the expiration date, which has been approved by the Commissioner. This will be done on a pro rata basis and will continue for 45 days after his company confirms renewal coverage and premium. This provision will not apply if you accept the renewal policy. PP/EW-RDR1-VT 10/12

### Car Rental Loss and Damage Insurance Policy

Effective immediately, the collect phone number for filing a claim will be 216-617-2500.

Alabama, Delaware, District of Columbia, Florida, Georgia, Hawaii, Indiana, Kansas, Maryland, Minnesota, Montana, New Mexico, Ohio, Oregon, Puerto Rico, Texas, U.S. Virgin Islands and Wyoming: CRLDIEND1113

These changes become effective whether or not you receive a billing statement. You should carefully review the changes, share it with any Additional Cardmembers on your Account, and then keep this Notice for future reference. If you have questions regarding this Notice, please call the telephone number listed on the back of your American Express® Card.

### **Blue Savings Program**

Effective as of March 31, 2014, the Blue Savings Program® will be discontinued and no longer be available to any member of the American Express Blue Suite® of Cards. However, you will still be able to access a variety of offers through **My Offers**. To see the offers for which you are eligible at any given time, visit your American Express account online. The "Offers for You" tab is displayed on your Account Home page. You may also access **My Offers** by clicking on the "Offers for You" tab in the American Express® app and start enjoying customized offers on the go.

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