

**BEFORE THE
U.S. DEPARTMENT OF TRANSPORTATION
WASHINGTON, D.C.**

Maria Borges)	
Complainant,)	
v.)	DOT-OST-2020-0046
American Airlines, Inc.)	
Respondent)	

ANSWER OF AMERICAN AIRLINES, INC.

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July 6, 2020

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I. Introduction

Pursuant to 14 C.F.R. § 302.405(a), American Airlines, Inc. ("American") submits this Answer to the Complaint filed by Ms. Maria Borges (the "Complainant") in the above-captioned docket.¹ As more fully described herein, the Complainant's AAdvantage account was used in furtherance of an elaborate scheme involving misrepresentations to create bogus accounts in the AAdvantage Program (the "Program"), American's well-known frequent flyer program, for the purpose of fraudulently obtaining bonus miles. These acts were taken to exploit and abuse credit card incentives that American instituted with its valued co-branded credit card partner, Citigroup Inc. ("Citi"). In the process, the Complainant and certain of her family members repeatedly violated the terms and conditions of the Program and related promotional offers (the "AAdvantage Terms"). As

¹ On May 22, 2020, the Department granted American's request for an extension of time until July 6, 2020, for the filing of this Answer.

a consequence, American terminated the AAdvantage accounts, and the associated unused miles were forfeited, in accordance with the AAdvantage Terms.

More specifically, the Complainant and such individuals used various means of manipulation over a span of 20 months to improperly obtain bonus miles, to which they were not entitled, for deposit into multiple AAdvantage accounts. This was done by (i) using false information when opening AAdvantage accounts to conceal the individual's true identity and evade detection by American, thereby triggering invitation-only application mailers for co-branded Citi/AAdvantage credit cards ("Citi Cards") containing bonus mile incentives for new Citi Card account holders, (ii) obtaining application mailers addressed to other individuals and (iii) changing name, address and AAdvantage account information during the Citi Card online application process to ensure the ill-gotten bonus miles were deposited into the desired AAdvantage account.

The masterminds behind this scheme appear to be the Complainant's son-in-law and daughter,² *i.e.*, her co-fraudsters, who also violated the AAdvantage Terms by utilizing nearly identical means to improperly obtain bonus miles for deposit to additional AAdvantage accounts established under their names, but on a stunningly larger scale as discussed in Section III, *infra*. When American discovered the son-in-law's and daughter's

² The son-in-law is [REDACTED] and the daughter is [REDACTED], individuals who submitted complaints to the Department (JI2019120018, JI2019120009, and JI2020050163) after their AAdvantage accounts were terminated due to fraud. Thus, they are known to the Department. American has redacted their names and associated email addresses from the version of this Answer filed in the public docket, and to the extent necessary moves under 14 C.F.R. § 302.12 for confidential treatment of this redacted, personal information.

fraud, it froze and then terminated their AAdvantage accounts, including several bogus AAdvantage accounts they established using fake information.³

In December 2019, at around the same time that American began taking action to freeze and ultimately terminate a number of fraudsters' AAdvantage accounts, including those of the son-in-law and daughter, almost the entire mileage balance in Complainant's AAdvantage account (1LJ73H8) was redeemed for two premium class roundtrip tickets, issued in the names of none other than the son-in-law and daughter. (This was the first, and only, mileage redemption processed from this AAdvantage account, which was created in May 2018.)

The next month, an email purporting to be sent by the Complainant mysteriously directed American to close Account 1LJ73H8. No reason was provided in those written instructions. American complied, and several days later a new AAdvantage account (2AF9N50) was opened in the Complainant's name, using a different email address and phone number than used for Account 1LJ73H8.⁴ Following a schedule change impacting their original itinerary (ticketed with improperly obtained miles) her son-in-law canceled the award tickets and repeatedly contacted American Reservations to have the miles re-deposited into the Complainant's "new" AAdvantage account, 2AF9N50, but was unsuccessful in those attempts because the Complainant had voluntarily closed Account 1LJ73H8. Shortly thereafter, American terminated the Complainant's new AAdvantage account in accordance with the AAdvantage Terms.

³ Like a game of whack-a-mole, the son-in-law thereafter opened yet another AAdvantage account using a phony name, which American then terminated promptly upon detection.

⁴ American maintains that the Complainant or her co-fraudsters, sensing the jig was up, changed her AAdvantage account to avoid detection by American's corporate security department.

Unhappy that American detected and put the kibosh on the scheme, the Complainant now attempts to leverage the Department's third-party formal complaint procedures to reinstate fraudulently accrued miles from a voluntarily terminated frequent flyer account. Notwithstanding the elaborate means of concealing the fraud and the Complaint's framing of (i) the ill-gotten bonus miles as something to which she is entitled and (ii) American's refusal to reinstate those miles as an "unfair or deceptive" practice, this is a relatively straightforward case of a third-party complainant attempting to achieve, through requested Department intervention, vindication of misconduct.

As will be demonstrated herein, there has been no violation of any Departmental statutes or consumer protection regulations in American's handling of the Complainant's AAdvantage account or this matter. The initiation of enforcement action is demonstrably not justified and would only serve to embolden individuals who, acting in bad faith, go to great lengths to intentionally manipulate, circumvent and abuse airline frequent flyer programs and "game" the system. The Department should promptly dismiss the Complaint without any further investigation.

II. Background

Launched in 1981, American's AAdvantage Program was one of the first frequent flyer programs in the United States and today is one of the largest such programs in the world. AAdvantage members use miles earned through the Program for air travel, class-of-service upgrades, and other travel and retail products. Miles are earned by traveling on American or one of American's partner airlines. AAdvantage members also earn miles by participating in promotions jointly offered by American and its non-airline partners, including Citi.

American and Citi have been co-brand credit card partners since 1987,⁵ providing valuable benefits to Citi Card account holders who also are AAdvantage members. Further to their partnership, Citi and American occasionally promote offers wherein AAdvantage members can earn bonus miles after opening a new Citi Card account and reaching a minimum spend threshold (“New Account Mileage Bonuses”).⁶ Promotional offers for New Account Mileage Bonuses ordinarily are available only to new Citi Card account holders. The promotional terms currently provide that such account holders can earn a New Account Mileage Bonus so long as they have not received one in the previous 48 months.

American and Citi promote the New Account Mileage Bonuses through a variety of marketing channels, including on each of their websites, via emails and through targeted mailing campaigns. To this end, American and Citi work together to identify AAdvantage members who do not have a particular Citi Card. When such AAdvantage members are identified, mailers or emails may be generated and sent to the street or email address associated with the AAdvantage account, inviting the member to apply for a Citi Card. Such invitations contain a unique invitation code that the member will use when applying for the Citi Card, to tie the application (and New Account Mileage Bonus) to the intended recipient of the invitation. Although members may open multiple Citi Card accounts, the offer terms specify that an individual may only earn one New Account Mileage Bonus in a 48-month period.

⁵ See <https://www.businesswire.com/news/home/20140211006584/en/Citi%C2%AE-American-Airlines-Deepen-Credit-Card-Partnership>.

⁶ See https://creditcards.aa.com/citi-platinum-card-american-airlines-wand/?utm_medium=referral&utm_source=aa&utm_campaign=aadvmain.

For a period of time and due to a technical issue, certain unscrupulous individuals were able to circumvent security protocols in place designed to prevent the accrual of multiple New Account Mileage Bonuses within the specified timeframe. More specifically, a small number of individuals acting in bad faith obtained invitations not intended for them – either by establishing multiple, bogus AAdvantage Accounts or getting their hands on mailers or emails addressed to third parties. Once the individual had the invitation and unique code, he or she would apply and change information during the Citi Card application process to match his or her actual identity and AAdvantage account, which otherwise would not have been eligible for a New Account Mileage Bonus. Disclosures, including those provided when accessing the online application via aa.com (as will be demonstrated in Section III, *infra*), clearly notified prospective applicants that only new Citi Card account holders were eligible for the New Account Mileage Bonuses.

These unscrupulous individuals repeatedly bragged, in online forums such as FlyerTalk and Reddit, of their schemes. As shown in Exhibit AA-1 hereto, several individuals posting to these online communities would share strategies on how to “game” the Citi application process. Some of their postings explicitly acknowledged that the schemes were in violation of the AAdvantage Terms and contained “tips” on methods to evade detection by American and Citi. Once American became aware of these fraudulent activities, it conducted a review of New Account Mileage Bonuses, which ultimately identified the Complainant’s son-in-law and daughter as among certain AAdvantage members who engaged in misrepresentation and abuse of the Program at issue. After the son-in-law and daughter began their repeated efforts in March 2020 to have their award tickets canceled and the miles re-deposited into the Complainant’s new

AAdvantage account, the Complainant's account was similarly identified based on the number of New Account Mileage Bonuses previously posted to Account 1LJ73H8.

III. The Bad Faith Actions

As demonstrated below, the Complainant, her son-in-law and daughter knowingly and repeatedly violated the AAdvantage Terms. They did so by opening fictitious AAdvantage accounts to obtain multiple invitations to apply for Citi Card accounts, thereby improperly obtaining New Account Mileage Bonuses.

Tellingly, the Complaint admits that three Citi Cards accounts were opened in the Complainant's name between May and November 2018,⁷ but omits a fourth such account, opened in January 2020 and for which an additional New Account Mileage Bonus (50,000 miles) was improperly obtained. Thus, no fewer than four Citi Card accounts were opened in her name over a 20-month period. These four Citi Card accounts involved the utilization of three separate AAdvantage accounts established by or on behalf of the Complainant, with at least one of the Citi Card accounts opened using a unique invitation code from a mailer addressed to an individual other than the Complainant.

Her first Citi Card account opened during this period was for a Citi/AAdvantage Platinum Select card, in May 2018. The channel used to apply for that card was an advertisement, on the American website, that clicked through to a Citi Card online

⁷ Although Citi and American records show that the Complainant opened three Citi cards in 2018, Complainant wrongly claims that one of the application channels involved an American flight. More specifically, the Complainant alleges that, using a promotion received from a flight attendant while on an American flight in November 2018, she "applied, was approved, completed the required spending, and was awarded the bonus by Citi." Complaint at Section II:¶3. However, Barclay's credit cards, and not Citi Cards, are the only co-branded credit cards promoted by American on its flights. Thus, it was not possible for the Complainant to have had the interaction she claims occurred with an American flight attendant, much less to have received any Citi Card as a result.

application. As evidenced by Exhibit AA-2, attached hereto, any applicant in 2018 who applied for a Citi Card through this channel was provided with disclosures that included a clear notice that only one New Account Mileage Bonus was available in a 24-month period.⁸ Thus, at all times relevant to the Complaint, the Complainant was on notice that there was a limitation on how many New Account Mileage Bonuses she was eligible to receive. Even assuming, *arguendo*, that the Complainant did not receive such notice (which she did), the scheme, involving repeated misrepresentations, violated the AAdvantage Terms, as discussed below.

On information and belief, the Complainant acted in concert with her son-in-law and daughter, both of whom have had multiple AAdvantage Accounts frozen or terminated due to nearly identical fraudulent conduct intended to mislead American and accrue New Account Mileage Bonuses to which they were not entitled. Indeed, the January 2020 email from the Complainant directing American to close her AAdvantage account was sent from one of several email accounts belonging to either her son-in-law or daughter and used to open AAdvantage accounts in furtherance of the fraud.⁹ The ticketed beneficiaries of the miles redeemed from the Complainant's AAdvantage account were her son-in-law and daughter. A multitude of phone calls regarding the Complainant's

⁸ In June 2019, the 24-month limitation was extended to 48 months. But even when the 24-month limit applied, the Complainant was not entitled to additional New Account Mileage Bonuses, as discussed *infra*.

⁹ That email address [REDACTED] is a combination of the son-in-law's and daughter's names. This is the same email address used by the Complainant's daughter for one of her AAdvantage accounts that was terminated for fraud, [REDACTED]. For Gmail email accounts, the inclusion of a dot within an email address does not change the email address. See <https://www.nytimes.com/2018/08/23/technology/personaltech/periods-in-gmail-addresses.html#:~:text=A.to%20f.i.r.s.t.n.a.m.e.l.a.s.t.n.a.m.e%40gmail.com>. Of note, the telephone number the Complainant associated with Account 1LJ73H8 is the same telephone number associated with five different AAdvantage accounts opened by the Complainant's family and also terminated.

AAdvantage account were repeatedly made by the son-in-law to American's reservations department between March 31 and April 30, 2020. The Complainant's AAdvantage account activity thus was clearly part of a larger enterprise involving her son-in-law and daughter.

In fact, between the Complainant, her son-in-law and daughter, 45 Citi Card accounts were opened over a four-year period, entailing more than 1.4 million miles in New Account Mileage Bonuses. The 45 Citi Card accounts do not include an additional nine Citi Card accounts associated with the Complainant's street address but established under names different than the Complainant, her son-in-law or daughter.

Over a similar timeframe, a further 16 AAdvantage accounts were established by the three of them.¹⁰ The 16 AAdvantage accounts do not include five additional AAdvantage accounts associated with the Complainant's street address but established under names different than the Complainant, her son-in-law or daughter. Of those five additional AAdvantage accounts, two have been terminated due to fraudulent accrual of New Account Mileage Bonuses.

On December 18, 2019, eight days after the son-in-law's AAdvantage account was terminated for fraudulent activity,¹¹ nearly all mileage from the Complainant's AAdvantage account (1LJ73H8) was redeemed for two premium class tickets for travel by the son-in-law and daughter between Miami, Florida and Maui, Hawaii, departing on July 2, 2020.

¹⁰ Several of the bogus AAdvantage accounts associated with the Complainant's son-in-law and daughter were intentionally opened under patently false first names, including "Bubbles."

¹¹ Four days after his original account was terminated on December 10, 2019, the Complainant's son-in-law opened yet another AAdvantage account, in direct violation of the AAdvantage Terms, and thereafter opened yet another Citi Card account. American terminated his "new" AAdvantage Account on March 10, 2020.

On January 4, 2020, Account 1LJ73H8 was voluntarily closed.¹² On January 8, 2020, American terminated the daughter's AAdvantage account for fraudulent activity. The Complainant then opened a new AAdvantage account (2AF9N50) on January 22, 2020 using a different email address and phone number than her AAdvantage account voluntarily closed earlier that month – and shortly thereafter improperly obtained a New Account Mileage Bonus for account 2AF9N50.¹³

On March 8, 2020, American changed the schedule for the flights on which the Complainant's son-in-law and daughter were ticketed. Between March 31 and April 30, 2020, callers identifying themselves as the Complainant's son-in-law or his father placed at least 19 calls to American Reservations in an attempt to locate an agent who would agree to re-deposit the miles (accrued and redeemed for award travel through the voluntarily-closed AAdvantage account) after the son-in-law canceled the award tickets. Although the Complainant's AAdvantage accounts (1LJ73H8 and 2AF9N50) were not originally identified in American's earlier review of AAdvantage accounts linked to

¹² Incredibly, the Complaint claims the Complainant had voluntarily closed her account due to a "security concern." Complaint at Section I, ¶3. No such concern was ever identified in the January 4, 2020 email directing American to close the account. To the extent there was a "security concern," it was the Complainant's and/or her co-fraudsters' concern that American's corporate security department might identify 1LJ73H8 as an AAdvantage account utilized to perpetuate their scheme.

¹³ The email used by the Complainant for account 2AF9N50 was the same as used for another AAdvantage account associated with the Complainant's address, and the telephone number used was the same as used by the Complainant's daughter for one of her AAdvantage accounts that previously had been terminated due to fraud. And, although unmentioned in the Complaint, another AAdvantage account was opened by the Complainant on December 17, 2019 (one day before the Hawaii itinerary was booked from Account 1LJ73H8), using yet another email address and phone number. Also, perhaps not coincidentally, on January 18, 2020, American received a request to close yet another AAdvantage account associated with the Complainant's street address. The request to close that account came from an email address used often by the Complainant's son-in-law, [REDACTED], in connection with other AAdvantage accounts terminated for fraud. Over 250,000 miles had accrued to that account since May 2018, with six award tickets redeemed from the account between January 16 and 18, 2020. All but 1,000 of the 250,000 miles that had accrued in the account were from Citi Card accounts, including New Account Mileage Bonuses.

fraudulent activities, the repeated phone calls regarding the reservation were unusual enough to raise concerns.¹⁴ Upon further review by American's corporate security department, American determined that the Complainant's AAdvantage accounts had been used as part of the gaming scheme set forth above.

The actions of the Complainant, her son-in-law and daughter, in particular the establishment of multiple bogus AAdvantage accounts entailing repeated misrepresentations to American, have not been those of consumers behaving reasonably, a *sine qua non* for any claim of deception under 49 U.S.C. § 41712. Rather, such actions were further to a scheme intended to evade detection by American's corporate security department. The Complainant's claim that, "[h]ad [she] not been eligible for the miles, Citi would not have awarded them to [her]," Complaint at Section II, ¶5, is preposterous, as the miles were obtained in bad faith, using fake information to establish bogus AAdvantage accounts, and by exploiting a loophole.

IV. The Conduct Violated Both Citi's Terms and the AAdvantage Terms

a. The Citi Terms

As noted in Section II, *supra*, New Account Mileage Bonus promotional incentives allow Citi Card account holders to earn bonus miles in the AAdvantage Program upon meeting a certain spending threshold within a defined period following account opening. Citi's offer terms for New Account Mileage Bonuses currently provide, "[a]n applicant can only earn the mileage accrual bonus if they have not previously earned a bonus within

¹⁴ Conveniently missing from the Complaint is that the son-in-law was told by American Reservations during a call on April 25, 2020 that the disposition of the miles was under review by American's corporate security department.

the previous 48 months.” In 2018, the established timeframe was 24 months, however, under either timeframe (24 or 48 months) the Complainant’s accrual of New Account Mileage Bonuses associated with multiple Citi Card accounts was not permissible under the Citi terms. As evidenced by Exhibit AA-2, attached hereto, the Complainant was provided with clear notice of this limitation when she applied for a Citi Card in May 2018 by clicking through from www.aa.com to Citi’s online application.

Moreover, the Citi Card application expressly states that the offers are for first-time account holders. See Exhibit AA-3. After the Complainant applied and was approved for both a Citi/AAdvantage Platinum Select account and a CitiBusiness/AAdvantage Platinum Select card account in May 2018, she was no longer a first-time account holder.

b. The AAdvantage Terms and Conditions

Enrollment in the AAdvantage Program constitutes the member’s acceptance of the AAdvantage Terms. There are several provisions in the AAdvantage Terms¹⁵ that specifically address the conduct at issue in this Complaint. The AAdvantage Terms state as follows with respect to fraudulent conduct and misrepresentation:

Fraud, misrepresentation, abuse or violation of applicable rules (including, but not limited to, American or American Eagle® conditions of carriage, tariffs and AAdvantage® program rules) is subject to administrative and/or legal action by appropriate governmental authorities and American Airlines. Such action may include, without limitation, the forfeiture of all award tickets and any accrued mileage in a member's account, as well as termination of the account and the member's future participation in the AAdvantage® program. If your account is terminated due to inappropriate conduct or while under investigation, you may not open a new AAdvantage® account or participate in the AAdvantage® Program in any capacity without obtaining the express written permission of American Airlines.¹⁶

¹⁵ The AAdvantage Terms are available at <https://www.aa.com/i18n/aadvantage-program/aadvantage-terms-and-conditions.jsp>.

¹⁶ Emphasis added.

American also reserves the right under the AAdvantage Terms to “audit any and all accounts at any time and without notice to the member to ensure compliance with AAdvantage® program rules and applicable conditions of carriage and/or tariffs.” Engaging in a fraudulent scheme to accrue bonus miles to which the member is not entitled is grounds under the AAdvantage Terms for account termination and forfeiture of award tickets and any unused miles. Misrepresenting yourself by opening multiple AAdvantage accounts using false information is also grounds for account termination and forfeiture of award tickets and any unused miles.

The AAdvantage Terms further provide that AAdvantage members may “only participate in [an] Offer with one (1) AAdvantage account. If a Member is found to be participating with multiple AAdvantage accounts, all bonus miles earned from [the] Offer will be forfeited and removed from the Member’s account.” Utilizing multiple AAdvantage accounts for the accrual of a New Account Mileage Bonus to which the member is not entitled is a violation of the applicable rules under the AAdvantage Terms, also constituting grounds for account termination and forfeiture of award tickets and any unused miles.

American’s Conditions of Carriage¹⁷ additionally provide that tickets are not valid if obtained through an exploitive practice. Certainly, misrepresenting yourself to open multiple AAdvantage Accounts and thereby game the New Account Mileage Bonus program offered by American and Citi is an “exploitive practice” within the meaning of American’s Conditions of Carriage.

¹⁷ See <https://www.aa.com/i18n/customer-service/support/conditions-of-carriage.jsp>.

Finally, even if the Complainant had not engaged in a complex scheme to fraudulently accrue miles, once Account 1LJ73H8 was voluntarily closed, she was not entitled under the AAdvantage Terms to a re-deposit of miles redeemed from that account and used for award tickets that her son-in-law and daughter then elected to cancel. The AAdvantage Terms are clear in this regard:

If your AAdvantage® account was voluntarily terminated while in good standing, you may open a new AAdvantage® account at any time; however, any miles or benefits which may have been available under your previous AAdvantage® account prior to termination will not be reactivated or transferred to your new AAdvantage® account.¹⁸

The AAdvantage Terms were fairly applied to the Complainant and her AAdvantage account under the circumstances.

V. American’s Handling of the Complainant’s AAdvantage Account Was Neither Unfair nor Deceptive

Based on the Complainant’s conduct as well as the Citi offer terms and the AAdvantage Terms, it cannot seriously be asserted that the Complainant is a consumer behaving reasonably, entitled to the protections of 49 U.S.C. § 41712 for the reinstatement of the miles for the canceled tickets. When, as in this case, there is no specific regulation governing carrier conduct, the Department often looks to Section 5 of the Federal Trade Commission Act (“FTCA”) in determining when to use § 41712 as a tool for independent

¹⁸ This is not to suggest that American necessarily would have denied such an unusual request from an AAdvantage member acting in good faith and not in furtherance of a fraudulent scheme. American in its discretion can – and often does – waive certain AAdvantage Terms as appropriate.

enforcement.¹⁹ The Federal Trade Commission (“FTC”) has issued policy statements that interpret “unfair” or “deceptive” practice under Section 5 of the FTCA.

Under the FTC’s policy statement on unfairness,²⁰ three factors are evaluated to determine if a practice is an “unfair” practice. Those factors are (i) whether the practice causes or is likely to cause substantial injury and, if there is injury, whether the injury is outweighed by countervailing consumer or competitive interests, (ii) whether there is a violation of public policy and (iii) whether there is unethical or unscrupulous conduct. Consistent with FTC enforcement policies, the Department has further explained that acts may be unfair if they “are harmful to passengers but could not be reasonably avoided by passengers.”²¹ The factors the FTC uses to determine when a practice is “deceptive” are whether there was a “material” omission, misrepresentation, or practice that is likely to mislead a reasonable consumer.²² Under these well-established tests, American’s handling of the Complainant’s AAdvantage account was neither unfair nor deceptive.

First, it cannot be credibly argued that the forfeiture of miles accrued in contravention of established terms and conditions is a “substantial injury” within the meaning of Section 41712. Nor can termination of an account be a “substantial injury”

¹⁹ See e.g., *Order Dismissing Complaint and Denying Rulemaking*, Order 92-5-60, at 12-13 (served May 29, 1992) (citing Section 5 of the FTC Act’s definition of unfair practice when evaluating carrier conduct). See also *Notice of Proposed Rulemaking, Defining Unfair or Deceptive Practices*, 85 Fed. Reg. 11881 (Feb. 28, 2020) (proposing to codify the FTC definitions of unfair or deceptive practices into Title 14 of the Code of Federal Regulations).

²⁰ *FTC Policy Statement on Unfairness* (Dec. 17, 1980) (available at <https://www.ftc.gov/public-statements/1980/12/ftc-policy-statement-unfairness>).

²¹ *Advanced Notice of Proposed Rulemaking, Use of Mobile Wireless Devices for Voice Calls on Aircraft*, 79 Fed. Reg. 10049, 10051 (Feb. 24, 2014).

²² *FTC Policy Statement on Deception* (Oct. 14, 1983) (available at https://www.ftc.gov/system/files/documents/public_statements/410531/831014deceptionstmt.pdf) (emphasis added).

when the member engages in misrepresentation to evade detection and circumvent the terms and conditions.

Next, assuming *arguendo* that the loss of miles under these circumstances constitutes a “substantial injury” (which it most certainly does not), such an injury is reasonably avoidable by not engaging in fraud. By establishing no fewer than three AAdvantage accounts, the Complainant agreed to terms that clearly state misrepresentation or fraud may result in termination of her AAdvantage account and forfeiture of any miles, regardless of how such miles were accrued. The Complainant was on notice as to the penalties of the conduct described above and chose to engage in such conduct regardless.

Finally, public policy supports American’s application of the AAdvantage Terms. American has a vested interest in ensuring its AAdvantage Program is free from fraudulent conduct. The value of the AAdvantage Program and the many benefits it provides to millions of members worldwide would be diminished if the conduct of the Complainant did not result in termination of her account the forfeiture of the miles from the canceled tickets, not to mention the more egregious conduct of her son-in-law and daughter.

The AAdvantage Terms, as applied to the Complainant, are not deceptive. The Complainant is not a consumer behaving reasonably. The Complainant and her co-fraudsters acted in bad faith, intent on manipulating the system to obtain benefits to which they would not otherwise be entitled. In order to access the New Account Mileage Bonus, these individuals had to falsify data, creating several fictitious AAdvantage accounts. A reasonable consumer would not engage in this type of behavior. The Department has

previously found that similar behavior is not “reasonable” and thus not deserving of protection under Section 41712.

For example, in dismissing a third-party complaint filed by a former AAdvantage member whose account was terminated for fraudulent conduct, the Department found that a reasonable consumer would not create fictitious placeholder reservations in order to simply check a seat map.²³ In that case, the complainant argued that he was entitled to an explicit warning that such behavior was improper. The Department rejected that argument, noting that a reasonable consumer would “likely recognize” that such behavior was improper.²⁴ In this case, a reasonable consumer would know that creating multiple bogus AAdvantage accounts to receive targeted mailers or emails, or acquiring mailers or emails that were intended for other individuals, would be viewed by American as misrepresentation, fraud and an abuse of the AAdvantage Program.

Similarly, in reviewing a case related to mistaken fares, the Department labeled as “bad faith” actions by consumers who misrepresented that they lived in Denmark in order to take advantage of a mistakenly filed fare.²⁵ The Complainant and her co-fraudsters in this case established multiple AAdvantage accounts using different names, addresses, telephone numbers and email addresses, to exploit a loophole in the Citi application process. Such conduct is bad faith and not the conduct of a reasonable consumer.

²³ *Order of Dismissal, Third Party Complaint of Joel Hayes v. American Airlines*, Order 2016-12-11 (served Dec. 14, 2016).

²⁴ *Id.* at 4.

²⁵ *Office of Aviation Enforcement and Proceedings Determination Regarding United Airlines Mistaken Fare* (Feb. 23, 2015) (available at <https://www.transportation.gov/airconsumer/United-Airlines-Mistaken-Fare-022315>).

Finally, the Department has quite properly explained that discretionary enforcement action must “satisfy principles of due process and remain lawful, reasonable, and consistent with Administration policy.”²⁶ Departmental regulations require that enforcement actions be carried out in a “fair and just manner.”²⁷ Under these principles, it would not be reasonable or fair to find American in violation of 49 U.S.C. § 41712 for taking steps to protect the integrity of the AAdvantage Program and terminate the memberships of known bad actors. There is no reasonable interpretation or application of 49 U.S.C. § 41712 that would support enforcement action in this scenario.²⁸

In sum, all current and past members of the AAdvantage Program (including the Complainant) have accepted the AAdvantage Terms as a condition of enrolling in the AAdvantage Program, and the AAdvantage Terms are available at any time to all members. The Complainant engaged in misrepresentation in furtherance of a fraudulent scheme to obtain bonus miles to which she was not entitled. Despite the allegations in her Complaint, she also was on notice since at least May 2018 of the limitation on New Account Mileage Bonuses. Under the circumstances, American’s application of the AAdvantage Terms to the Complainant and her AAdvantage account was neither unfair nor deceptive nor contrary to Departmental or Administration policy.

²⁶ *Final Rule, Administrative Rulemaking, Guidance, and Enforcement Procedures*, 84 Fed. Reg. 71714, 71715 (Dec. 27, 2019) (the “Final Administrative Rule”).

²⁷ 49 C.F.R. § 5.59. See generally Executive Order 13892, *Promoting the Rule of Law Through Transparency and Fairness in Civil Administrative Enforcement and Adjudication* (Oct. 9, 2019) (“When an agency takes an administrative enforcement action, engages in adjudication, or otherwise makes a determination that has legal consequence for a person, it may apply only standards of conduct that have been publicly stated in a manner that would not cause unfair surprise. An agency must avoid unfair surprise not only when it imposes penalties but also whenever it adjudges past conduct to have violated the law.”).

²⁸ See 49 C.F.R. § 5.65 (requiring enforcement actions be based “upon a reasonable interpretation of the law about which the public has received fair notice and should be made with due regard for fairness”).

VI. Answer to Specific Allegations (By Numbered Paragraph)

Fully incorporating the foregoing, American, in accordance with 14 C.F.R. § 302.405, answers the specific allegations contained in the Complaint as follows:²⁹

a. Facts

1. American admits that a booking was made on December 18, 2019 using miles in AAdvantage Account 1LJ73H8 for the routing indicated in this paragraph and at the mileage amount indicated. American lacks sufficient information to admit or deny whether the Complainant was the individual who accessed the account to complete the booking.

2. American admits that the Complainant's son-in-law and daughter were ticketed to travel on the same flights with each other in the premium cabin. American lacks sufficient knowledge or information to admit or deny whether "other family member[s]" were also ticketed for travel on the same flight or flights.

3. American admits that AAdvantage Account 1LJ73H8 was closed, and Account 2AF9N50 was opened, in January 2020. American lacks sufficient information to admit or deny (i) the validity of the Complainant's stated reason for closing the account, or (ii) that the Complainant was the individual who actually closed Account 1LJ73H8 and opened Account 2AF9N50.

4. American admits that in March 2020, a schedule change was made to one or more of the flights on which the Complainant's daughter and son-in-law were ticketed for travel to Hawaii. American admits that a person or persons contacted

²⁹ The introductory paragraph of the Complaint states arguments and legal conclusions for which no further responses are required beyond those set forth in Sections I through V of this Answer.

American to discuss the booking during the timeframe in this paragraph. American denies that it advised such person or persons that the “best course of action was to have all family members rebooked on different flights that would accommodate all of them together.” American lacks sufficient knowledge or information to admit or deny that the individuals who placed the calls were in fact the persons identified in this paragraph.

5. American denies that it informed the individuals who placed the calls that they could cancel their reservations at no charge and “rebook at the new rate on their own time.” American denies that its telephone reservation agents are unable to book Web Specials for callers. American lacks sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph.

6. American admits that a call was placed to American Reservations on April 25, 2020 and that inquiries were made about changing three existing reservations. American admits that there were two callers: one who identified himself as the Complainant’s son-in-law and another who identified himself as the son-in-law’s father.

7. American admits that it was advised by a caller during the April 25, 2020 call that the miles used to ticket the reservations for the Complainant’s son-in-law and her daughter had come from the account that was voluntarily terminated. American admits that the caller inquired about re-depositing miles. American denies that the caller was told that any miles from the Complainant’s terminated AAdvantage account could be placed in a new account.

8. American admits that the miles at issue were not re-deposited into the Complainant’s new AAdvantage account. American admits that several calls regarding the miles were made to American Reservations on April 27, 2020 by an

individual who identified himself as the father of the Complainant's son-in-law. American denies the remaining factual allegations regarding these telephone conversations on April 27, 2020.

9. American admits that one call placed on April 27, 2020, was placed to American's Executive Platinum desk and that a caller who identified himself as the father of the Complainant's son-in-law spoke to an American agent who is a Concierge Key supervisor. American admits that the agent indicated to the caller that she would see if she could re-deposit the miles from the unused ticket into the Complainant's new AAdvantage account. American admits that the agent reviewed the request with the AAdvantage department and after reviewing the request indicated to the caller that the miles would be re-deposited into the new account within a week. However, as explained in Section III, *supra*, miles used for the award tickets were subsequently determined to have been acquired through misrepresentation, fraud and abuse of the Program, and thus they were forfeited under the AAdvantage Terms. American denies that the agent "stated she had placed notes on the account describing the situation in detail and providing reports to future agents."

10. American admits that three calls were placed to American Reservations on April 30, 2020, and for one of these calls, the caller identified himself as the son-in-law's father, and for two of these calls, the caller identified himself as the son-in-law. On information and belief, the individual who placed each of these three calls was the same individual. American admits that one of these calls was transferred to Ms. Christina O'Keeffe, a supervisor with the AAdvantage Program's telephone reservations

group. American denies that the caller received conflicting reports from American Reservations as alleged in this paragraph.³⁰

11. American admits that Ms. O’Keeffe correctly informed the caller of American’s policy applicable to requests to re-deposit miles from AAdvantage accounts that have been voluntarily terminated, and that the policy is consistent with the AAdvantage Terms. American admits that the caller claimed he was previously informed that the mileage may be reinstated. American admits that Ms. O’Keeffe told the caller she did not see notes in the reservation confirming the caller’s claim.

12. American admits that Ms. O’Keeffe asked to speak to the Complainant and that an individual who purported to be the Complainant thereafter joined the telephone conversation. American denies that Ms. O’Keeffe “proceeded to inquire about [the Complainant’s] credit history,” but admits that Ms. O’Keeffe asked how many Citi Card accounts the caller had opened and stated that (i) the miles were accrued in a manner inconsistent with the AAdvantage Terms, (ii) such activity constitutes a form of fraud and (iii) any trip taken with the miles would have been fraudulently taken.

13. American admits that Ms. O’Keeffe described fraudulent activity appearing in the AAdvantage account history to the caller purporting to be the Complainant after the caller claimed that she had only opened one Citi Card. American denies that the Complainant terminated the call but admits that an individual purporting to be the Complainant handed the phone to the purported son-in-law’s father who then

³⁰ The Complaint alleges that the son-in-law was transferred to Ms. O’Keeffe, however, American’s telephone recording indicates that the individual so transferred had identified himself as the son-in-law’s father.

spoke with Ms. O’Keeffe, after which point Ms. O’Keeffe and that individual mutually agreed to terminate the call.

14. American admits that after the telephone call with Ms. O’Keeffe, two calls were made to American Reservations by an individual who identified himself as the Complainant’s son-in-law. American denies that the Complainant participated in these calls. American admits that the caller was informed that the Complainant’s account was under review. To the extent this paragraph alleges the Complainant’s or her son-in-law’s intentions, expectations or desires, American lacks sufficient knowledge or information to admit or deny such allegations.

15. American denies that the Complainant “fairly earned” 290,000 miles as alleged in this paragraph. American denies that any of its representatives stated to the Complainant, or the individuals identified in paragraph no. 6 of the Complaint, that “cancelling and receiving a mileage redeposit would not be a concern.” To the extent this paragraph alleges that American’s actions were contrary to regulatory requirements or the AAdvantage Terms, American denies such allegations.

b. Citi AAdvantage Cards

1. American admits that the Complainant opened a Citi/AAdvantage Platinum Select account and a CitiBusiness/AAdvantage Platinum Select account in May 2018. American denies that the mileage bonus for each of these cards was 75,000. American lacks sufficient knowledge or information to admit or deny the remaining allegations in this paragraph.

2. American denies that the Complainant was awarded 75,000 bonus miles for each account. American’s records indicate that the Complainant was awarded

60,000 bonus miles for the Citi/AAdvantage Platinum Select account and 70,000 bonus miles for the CitiBusiness/AAdvantage Platinum Select account.

3. American admits that the Complainant received bonus miles in November 2018 for opening a Citi Card account but denies the remaining allegations in this paragraph. As previously discussed, *supra*, it was impossible for the Complainant to obtain a Citi Card application from a flight attendant on an American flight at any time in 2018. Moreover, American does not have any record of the Complainant flying with American in November 2018.

4. American admits that there is a Citi limitation on one New Account Mileage Bonus within a 48-month period. American lacks sufficient knowledge or information to admit or deny the allegations in this paragraph pertaining to the Complainant's alleged actions.

5. American denies the allegations contained in this paragraph. The remainder of this paragraph states arguments and/or legal conclusions for which no further responses are required beyond those set forth in Sections I through IV of this Answer.

c. Requested Resolution

Paragraphs (1)-(5) of Section III of the Complaint ask the Department to make certain findings and assess penalties against American. For the reasons stated above, the Complainant is not entitled to relief of any kind and the Complaint should be dismissed.

VII. Request to Require Verification of Complaint

The Complaint does not conform to Departmental regulations, which require that all pleadings filed under Part 302 include a signed verification made under 18 U.S.C. § 1001. See 14 C.F.R. § 302.4(b). American has described in this Answer a number of inconsistencies between information asserted in the Complaint and information contained in American's records. To maintain the integrity of the Department's important procedural requirements, American respectfully requests that the Department promptly direct the Complainant to re-submit a copy of the Complaint dated April 30, 2020, with the signed verification required under § 302.4(b) attached thereto.

#

WHEREFORE, based on the foregoing, American Airlines, Inc. respectfully submits that the Department should promptly dismiss the Complaint in its entirety in accordance with 14 C.F.R. § 302.406(a) and 49 C.F.R. § 5.89 and without any further investigation.

Respectfully submitted,



Jonathon H. Foglia
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Email: jfoglia@kmazuckert.com
bmarrin@kmazuckert.com

Counsel for American Airlines, Inc.

Dated: July 6, 2020

VERIFICATION

Pursuant to Title 18 of the United States Code Section 1001, I Meghan Ludtke, in my individual capacity and as the authorized representative of the pleader, have not in any manner knowingly and willfully falsified, concealed, or failed to disclose any material fact or made any false, fictitious, or fraudulent statement or knowingly used any documents which contain such statements in connection with the preparation, filing or prosecution of the pleading. I understand that individual who is found to have violated the provisions of 18 U.S.C. § 1001 shall be fined or imprisoned not more than five years, or both.

A handwritten signature in black ink, appearing to read 'Meghan Ludtke', written in a cursive style.

Meghan Ludtke

Dated: July 6, 2020

CERTIFICATE OF SERVICE

I hereby certify that on this the 6th day of July, 2020, I caused a copy of the foregoing Answer of American Airlines, Inc. to be served via electronic mail on the individuals named below:

Maria Borges (lasjimaguas22@gmail.com)

Blane Workie (blane.workie@dot.gov)

Kimberly Graber (kimberly.graber@dot.gov)

John Wood (john.wood@dot.gov)

Robert Gorman (robert.gorman@dot.gov)




Jonathon H. Foglia


American Answer to Complaint of Maria Borges

Exhibit AA-1

Excerpts from Reddit and Flyer Talk

[Reply](#) [Give Award](#) [Share](#) [Report](#) [Save](#)


 churnchurnchurning -9 points · 10 hours ago


 The mental gymnastics that people are going through on this sub is absolutely insane. The only way that any of **us** will appear sympathetic to any agency be it the CFPB, the media, or social media is if you lie and purposefully try to deceive the audience by leaving out key information. [the only exception being if you had a flight cancelled on you mid-trip]


No one will be sympathetic once they learn that we were all using mailers/emailers that were not meant for us that we bought and sold. Even if you didn't use fake accounts to get more mailers, you would have to be incredibly naive to the conclusion that the mailer you bought was not the result of someone else using fake accounts. A reasonable person should have known that - there were people selling mailer codes by the dozen.


And great, once the truth comes out that you lied to make yourself look like a sympathetic character, we will all look even worse.

Stop and think for a few minutes before you go to the media, social media, or any government agency over this.

 [Reply](#) [Give Award](#) [Share](#) [Report](#) [Save](#)

 soulj0r 0 points · 4 hours ago

 No one is arguing the ethics piece. Just care about legal perspective. Most of what wall street does is grey area but it doesn't make it illegal.

 [Reply](#) [Give Award](#) [Share](#) [Report](#) [Save](#)

 rm_a 5 points · 7 hours ago

↑ Churner-McChurn-Face 1 point · 3 minutes ago

↓ My account is locked, and will undoubtedly be shut down by July. (20+ SUB the last two years). I wanted to get my replacement flight booked, and figured I might as well do it now. Fingers crossed that I won't be the first DP of an account closed with 0 miles redeemed, but I don't have my hopes up.

🗨️ Reply Give Award Share Report Save

AA accounts restricted (Nov/...

- *First you and your wife each send a letter to AA asking for justification for the shutdown.*
- *If they reply, you ask for clarification (eg, if they say you engaged in abusive behavior, ask exactly what behavior was abusive)*
- *As soon as they stop replying, you send the same complaint through the DOT, alleging unfair and deceptive business practices. They are required to respond.*
- *Then you sue them. For that number of miles you will have to decide if 2 SCC suits are sufficient (you sue them and your wife sues them) or if you want to go through the hassle of getting an attorney and filing in full state court.*

I think that the key is, since they are 2 accounts, you do everything twice. You treat them as 2 unrelated bad acts by AA. The fact that you are married doesn't mean that you have to combine the complaints.

Is there a post that outlines some of the letters to send to AA and/or where at AA to send the letter? Got the shutdown letter recently, a couple of weeks after taking my last award flight..

 Reply

 Reply



183/189



+ More

Dec 2, 19, 4:07 pm #936

Another Getaway

Join Date: Aug 2019
Posts: 18

Quote:
Originally Posted by **JonNYC**
Happy to report, no.

What if we have 1 or 2 accounts for our pets but only used maybe 1 mailer from each of them? In other words, a very minimal amount of "abuse"?

♥ hhd likes this.

Reply

Dec 2, 19, 4:16 pm #937

Finkface

Join Date: Dec 2012
Location: YVR, HNL
Programs: AS MVP, UA peon,
BA Bronze, Marriott Gold, HH
Diamond, Fairmont Plat (R17)
Posts: 5,192

Quote:
Originally Posted by **Another Getaway**
What if we have 1 or 2 accounts for our pets but only used maybe 1 mailer from each of them? in other words, a very minimal amount of "abuse"?

Accounts for your pets? And you don't think that is "abuse"?

♥ wrp96 and Antarius like this.

Reply

Dec 2, 19, 4:17 pm #938

sethMCOflyer

Join Date: Jan 2017
Posts: 409

Quote:
Originally Posted by **Finkface**
Accounts for your pets? And you don't think that is "abuse"?

If Fido gets shut down we're suing

♥ hhd likes this.

Reply



Hyatt Hotels
SAVE UP TO 30%
DURING OUR CYBER SALE
*Terms Apply

2 days 13 hours 51 min
BOOK NOW

American Answer to Complaint of Maria Borges

Exhibit AA-2

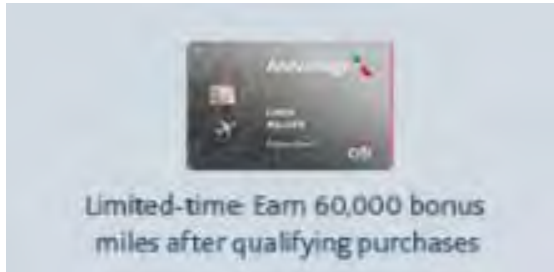
Citi Card Disclosures for
American Website Channel (2018)



AA.com Source Code Customer Experience: 4XSW1ST853DW000011W

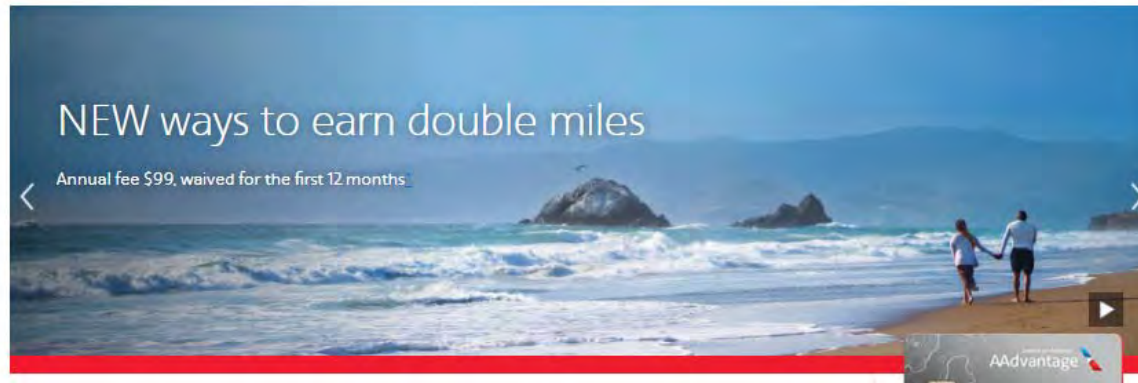


AA.com Plat Footer HV Banner



Plat HV Landing Page

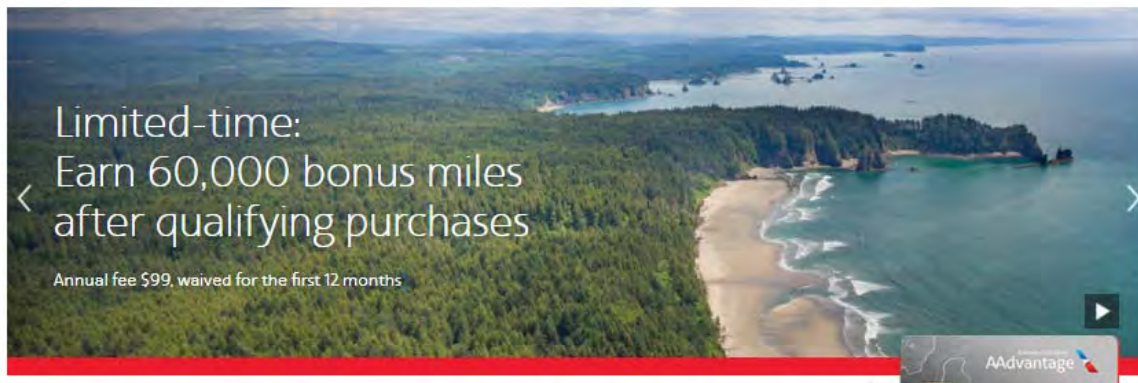
<https://secure.fly.aa.com/citi/a2-plathv>



NEW ways to earn double miles

Annual fee \$99, waived for the first 12 months

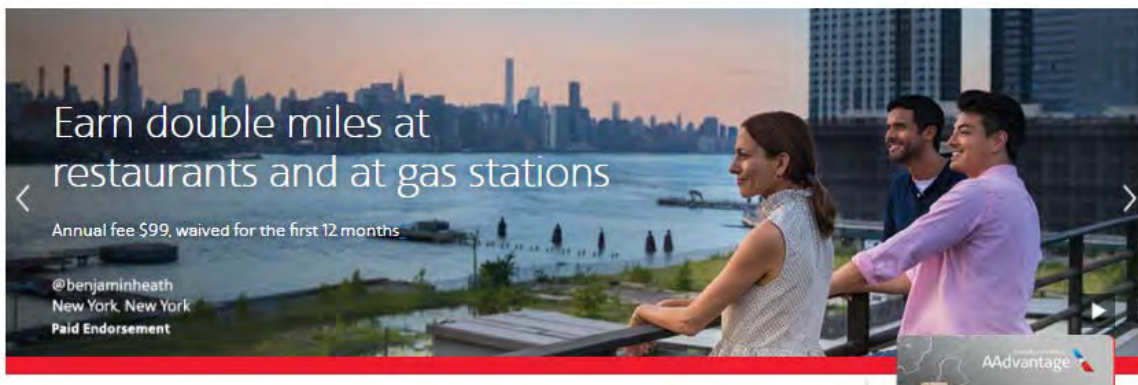
AAAdvantage



Limited-time:
Earn 60,000 bonus miles
after qualifying purchases

Annual fee \$99, waived for the first 12 months

AAAdvantage



Earn double miles at
restaurants and at gas stations

Annual fee \$99, waived for the first 12 months

@benjaminheath
New York, New York
Paid Endorsement

AAAdvantage

Plat HV Landing Page

https://secure.fly.aa.com/citi/a2-plathv

American Airlines

NEW ways to earn double miles

Annual fee \$99, waived for the first 12 months

Limited-time: Earn 60,000 American Airlines AAdvantage® bonus miles after spending \$3,000 in purchases within the first 3 months of account opening

Explore more with every mile:

- 2X** NEW: Earn 2 miles for every \$1 spent at restaurants
- 2X** NEW: Earn 2 miles for every \$1 spent at gas stations
- 2X** Earn 2 miles for every \$1 spent on eligible American Airlines purchases

Bring amazing travel benefits along for the journey:

- First checked bag free on domestic American Airlines itineraries
- Preferred boarding on American Airlines flights
- No foreign transaction fees on purchases*

Take your love of adventure to new heights with these great benefits:

- NEW:** Earn a \$100 American Airlines Flight Discount after you spend \$20,000 or more in purchases during your cardmembership year and renew your card
- Save 25% on inflight food and beverage purchases on American Airlines flights when you use your card
- Earn 1 mile for every \$1 spent on other purchases

Citi® / AAdvantage® Platinum Select™ World Elite™ Mastercard®

Apply Now »

Earn 1 mile for every \$1 spent on other purchases

Compare our best cards -

Compare our best offers	For All Your Travel Needs Citi® / AAdvantage® Platinum Select™ World Elite™ Mastercard®	Admirals Club® Membership Citi® / AAdvantage® Executive World Elite™ Mastercard®	For Business Owners CitiBusiness® / AAdvantage® Platinum Select™ World Mastercard®
	<p>Limited-time: Earn 60,000</p> <p>American Airlines AAdvantage® bonus miles after spending \$3,000 in purchases within the first 3 months of account opening</p> <p>Annual Fee: \$99, fee waived for the first 12 months*</p> <p>Pricing Information and Additional Details</p> <p>Apply Now »</p>	<p>Earn 50,000</p> <p>American Airlines AAdvantage® bonus miles after spending \$5,000 in purchases within the first 3 months of account opening</p> <p>Annual Fee: \$450*</p> <p>More information »</p>	<p>Limited-time: Earn 75,000</p> <p>American Airlines AAdvantage® bonus miles after spending \$5,000 in purchases within the first 5 months of account opening</p> <p>Annual Fee: \$95, fee waived for the first 12 months*</p> <p>More information »</p>

Travel Perks -

NEW	Citi® / AAdvantage® Platinum Select™ World Elite™ Mastercard®	Citi® / AAdvantage® Executive World Elite™ Mastercard®	CitiBusiness® / AAdvantage® Platinum Select™ World Mastercard®
\$100 American Airlines Flight Discount [+]	✓		
Authorized User [+]	✓	✓	✓
First checked bag fee waived [+]	✓	✓	✓
No foreign transaction fees on purchases [+]	✓	✓	✓

Plat HV Landing Page

https://secure.fly.aa.com/citi/a2-plathv

The image displays two side-by-side screenshots of the Citi AAdvantage landing page for the Platinum Select World Elite Mastercard. Both screenshots show a comparison table of benefits across three card categories: 'For All Your Travel Needs', 'Admirals Club Membership', and 'For Business Owners'. The left screenshot highlights general travel benefits, while the right screenshot focuses on business-specific perks.

Benefit	For All Your Travel Needs Citi® / AAdvantage® Platinum Select® World Elite™ Mastercard®	Admirals Club® Membership Citi® / AAdvantage® Executive World Elite™ Mastercard®	For Business Owners CitiBusiness® / AAdvantage® Platinum Select® World Mastercard®
Compare our best cards	Apply Now >	More information >	More information >
Foreign transaction fees on purchases	✓	✓	✓
Boarding Privileges	Preferred boarding	Priority Boarding	Preferred boarding
25% Savings	✓	✓	✓
Enhanced Airport Experience		✓	
ADMIRALS Club Membership		✓	
American Airlines Companion Certificate			✓
Global Entry or TSA Pre-*/Application Fee Credit		✓	
Mileage Perks			
NEW 2X Earn 2 miles for every \$1 spent at restaurants	✓		

Benefit	For All Your Travel Needs Citi® / AAdvantage® Platinum Select® World Elite™ Mastercard®	Admirals Club® Membership Citi® / AAdvantage® Executive World Elite™ Mastercard®	For Business Owners CitiBusiness® / AAdvantage® Platinum Select® World Mastercard®
Compare our best cards	Apply Now >	More information >	More information >
NEW 2X Earn 2 miles for every \$1 spent at gas stations	✓		✓
2X Earn 2 miles for every \$1 spent on eligible American Airlines purchases	✓	✓	✓
2X Earn 2 miles for every \$1 spent on purchases at select business categories			✓
1X Earn 1 mile for every \$1 spent	✓	✓	✓
Reduced Mileage Awards	✓	✓	✓
Elite Qualifying Miles		✓	
Business Benefits			
Employee Cards			✓

Plat HV Landing Page

https://secure.fly.aa.com/citi/a2-plathv

Compare our best cards	For All Your Travel Needs Citi® / AAdvantage® Platinum Select® World Elite™ Mastercard®	Admirals Club® Membership Citi® / AAdvantage® Executive World Elite™ Mastercard®	For Business Owners CitiBusiness® / AAdvantage® Platinum Select® World Mastercard®
	Apply Now »	More information »	More information »
Online Account Summaries [†]			✓
24/7 Personal Business Assistant [†]			✓

***Pricing**
The standard variable APR for purchases is 17.49% to 25.49% based on your creditworthiness. Balance transfers also are subject to the standard variable purchase APR. The standard variable APR for cash advances is 20.74%. The variable Penalty APR is up to 20.99% and may be applied if you make a late payment or make a payment that is returned. The annual fee for this card is \$99. However, this fee is waived for the first 12 months of account opening. Minimum interest charge is \$0.50. Fee for Foreign Purchases – None. Cash advance fee - either \$10 or 5% of the amount of each cash advance, whichever is greater. Balance transfer fee - either \$5 or 3% of the amount of each transfer, whichever is greater. †

Card Offer
American Airlines AAdvantage® bonus miles are not available if you have had any Citi® / AAdvantage® card (other than a CitiBusiness® / AAdvantage® card) opened or closed in the past 24 months.

Bonus Miles
Balance transfers, cash advances, account fees, interest and items returned for credit are not purchases. American Airlines AAdvantage® bonus miles typically will appear as a bonus in your AAdvantage® account 8-10 weeks after you have met the purchase requirements. Miles may be earned on purchases made by primary cardmembers and authorized users. Miles earned will be posted to the primary cardmember's AAdvantage® account.

First Checked Bag Free
For benefit to apply, the Citi® / AAdvantage® account must be open 7 days prior to air travel, and reservation must include the primary cardmember's American Airlines AAdvantage® number 7 days prior to air travel. If your credit card account is closed for any reason, these benefits will be cancelled.

Eligible Citi® / AAdvantage® primary cardmembers may check one bag free of charge when traveling on domestic itineraries marketed and operated by American Airlines, or on itineraries marketed by American Airlines and operated as American Eagle® flights by Compass Airlines, LLC, Envoy Air Inc., ExpressJet Airlines, Inc., Mesa Airlines, Inc., Republic Airline Inc., PSA Airlines, Inc., Piedmont Airlines, Inc., Air Wisconsin Airline Corp., SkyWest Airlines, Inc., Trans States Airlines, LLC. All flights on the itinerary must be domestic flights marketed by American Airlines or American Eagle. This benefit will not be available for travel on codeshare flights booked with an American Airlines flight number but operated by another airline. For the Citi® / AAdvantage® card, up to four (4) companions traveling with the eligible primary cardmember will also get their first checked bag free of charge if they are listed in the same reservation. Waiver does not apply to overweight and oversized bags. This benefit cannot be combined with any existing AAdvantage® elite program benefits, or with First or Business class benefits, including any waiver of baggage charges. Please see aa.com for baggage weight and size restrictions. Applicable terms and conditions are subject to change without notice.

Double Miles On American Airlines Purchases
Eligible American Airlines purchases are items billed by American Airlines as merchant of record booked through American Airlines channels (AA.com, American Airlines reservations, and American Airlines airport and city ticket counters). Products or services that do not qualify are car rentals and hotel reservations (except taxes and charges paid when redeeming miles for car/hotel), purchase of elite status boost or renewal, and AA Cargo™ products and services. Miles earned will be posted to the primary cardmember's AAdvantage® account in 8-10 weeks.

Double Miles at Restaurants and Gas Stations
Earn 2 AAdvantage miles for each \$1 spent on purchases at restaurants (including cafes, bars, lounges, and fast food restaurants) and at gas stations.

Citi® / AAdvantage® Platinum Select® World Elite™ Mastercard®
See pricing information and additional details [Apply Now »](#)

Double Miles at Restaurants and Gas Stations
Earn 2 AAdvantage miles for each \$1 spent on purchases at restaurants (including cafes, bars, lounges, and fast food restaurants) and at gas stations.

Certain Non-Qualifying Purchases. Restaurant purchases not eligible to receive 2X miles include, but are not limited to, supercenters, warehouse clubs, discount stores, restaurants / cafes inside department stores, caterers, bowling alleys, public and private golf courses, country clubs, convenience stores, movie theaters, caterers and meal kit delivery services. Gas station purchases not eligible to receive double miles include, but are not limited to, purchases made at warehouse clubs that do not code gas station purchases under a gas station code, discount stores, department stores and convenience stores.

Each merchant – e.g., a retailer, business or any other place where you can make a purchase – is assigned a code that indicates the merchant's primary area of business. We don't assign or have any control over merchant codes. Codes are assigned by a third party. When you make a purchase at a merchant, we're provided the code for that merchant and if the code matches a category that gives you additional points, you will earn the additional points. Because we don't control what code a merchant is assigned, sometimes a purchase that you think fits a certain category may not earn additional points. For example, a restaurant located within a large retail outlet may not be assigned a "restaurant" code, but rather a "retailer" code. This means that if you receive additional points for "purchases at restaurants," you won't earn additional points for purchases at that restaurant.

Citi® reserves the right to determine which purchases qualify for this offer. Miles may be earned on purchases made by primary cardmembers and authorized users. Balance transfers, cash advances, checks that access your card account, items and services returned for credit, unauthorized charges, interest and account fees, traveler's checks, purchases of foreign currency, money orders, wire transfers (and similar cash-like transactions), lottery tickets, and gaming chips (and similar betting transactions) do not earn miles. Miles earned will be posted to the primary cardmember's AAdvantage® account in 8-10 weeks.

1 Mile Per \$1
AAdvantage® miles are earned on purchases, except balance transfers, cash advances, checks that access your card account, items and services returned for credit, unauthorized charges, interest and account fees, traveler's checks, purchases of foreign currency, money orders, wire transfers (and similar cash-like transactions), lottery tickets, and gaming chips (and similar betting transactions). Miles may be earned on purchases made by primary cardmembers and authorized users. Miles earned will be posted to the primary cardmember's AAdvantage® account in 8-10 weeks.

Preferred Boarding
For benefit to apply, the Citi® / AAdvantage® account must be open 7 days prior to air travel, and reservation must include the primary cardmember's American Airlines AAdvantage® number 7 days prior to air travel. If your credit card account is closed for any reason, this benefit will be cancelled. This benefit will not be available for travel on codeshare flights booked with an American Airlines flight number but operated by another airline. Up to four (4) companions traveling with and listed in the same reservation as the Citi® / AAdvantage® primary credit cardmember are eligible to board at the same time as the primary cardmember. Applicable terms and conditions are subject to change without notice.

Eligible cardmembers will board after Priority boarding is complete, but before the rest of economy boarding. The boarding benefit will display on your American Airlines boarding pass as Group 5. This benefit applies on flights marketed and operated by American Airlines, or on flights marketed by American Airlines and operated as American Eagle® flights by Compass Airlines, LLC, Envoy Air Inc., ExpressJet Airlines, Inc., Mesa Airlines, Inc., Republic Airline Inc., PSA Airlines, Inc., Piedmont Airlines, Inc., Air Wisconsin Airline Corp., SkyWest Airlines, Inc., or Trans States Airlines, LLC.

\$100 American Airlines Flight Discount
\$100 American Airlines Flight Discount: Earn a \$100 American Airlines Flight Discount (the "Flight Discount") after you spend \$20,000 or more in purchases on your Citi® / AAdvantage® Platinum Select® card during your cardmembership year (each 12 month period running from the date your annual fee is billed). To receive the Flight Discount, your account must be open for one billing cycle after your annual fee is billed. The Flight Discount expires one year from date of issue of the certificate. The Flight Discount is redeemable toward the initial ticket purchase of air travel wholly on flights marketed and operated by American Airlines, or on flights marketed by American Airlines and operated by Compass Airlines, LLC, Envoy Air Inc., ExpressJet Airlines, Inc., Mesa Airlines, Inc., Republic Airline Inc., PSA Airlines, Inc., Piedmont Airlines, Inc., Air Wisconsin Airline Corp., SkyWest Airlines, Inc., Trans States Airlines, LLC, for itineraries originating in the U.S., Puerto Rico, or U.S. Virgin Islands. The Flight Discount is also redeemable for air travel on any oneworld® carrier or American Airlines codeshare flight. The Flight Discount is redeemable online at aa.com, or by calling American Airlines Reservations. A reservations services fee may apply for travel booked through American Airlines Reservations. The Flight Discount is redeemable only toward the purchase of the base airfare and directly associated taxes, fees and charges that are collected as part of the fare calculation for travel. The Flight Discount may not be used for flight products and/or services that are sold separately or non-flight products and/or services sold by American Airlines. If the ticket price is greater than the value of the Flight Discount, the difference must be paid only with a credit, debit or charge card, or with American Airlines Gift Cards. If travel booked with the Flight Discount is cancelled or changed by the cardmember, the Flight Discount will be forfeited and the cardmember will be responsible for any applicable fare difference and the applicable change fee. The Flight Discount will not be replaced for any reason. The Flight Discount is non-refundable, may not be sold and has no cash redemption value. After qualification, please allow 8-12 weeks for delivery of the Flight Discount.

25% Savings On Eligible Inflight Purchases
Citi® / AAdvantage® cardmembers will receive a 25% savings on inflight purchases of food and beverages on flights operated by American Airlines when purchased with their Citi® / AAdvantage® card. Savings do not apply to any other inflight purchases, such as wireless internet access. This benefit applies to domestic flights marketed and operated by American Airlines or on domestic flights marketed by American Airlines and operated by Compass Airlines, LLC, Envoy Air Inc., ExpressJet Airlines, Inc., Republic Airline Inc., SkyWest Airlines, Inc., Air Wisconsin Airlines Corporation, Mesa Airlines, Inc., PSA Airlines, Inc., Piedmont Airlines, Inc., or Trans States Airlines, LLC. This benefit is not available on codeshare flights booked with an American Airlines flight number but operated by another airline. Offer is available on eligible flights as long as supplies last. Savings will appear as a statement credit 6-8 weeks after the transaction is posted to the cardmember's credit card account. Applicable terms and conditions are subject to change without notice.

No Mileage Cap
There is no maximum number of American Airlines AAdvantage® miles that you can accumulate through your Citi® / AAdvantage® credit card account.

Reduced Mileage Awards
The Reduced Mileage Awards program allows Citi® / AAdvantage® cardmembers to redeem American Airlines AAdvantage® miles for discounted round trip or one-way

Plat HV Landing Page

<https://secure.fly.aa.com/citi/a2-plathv>

Citi® / AAdvantage® Platinum Select® World Elite™ Mastercard®
See pricing information and additional details [Apply Now »](#)

Flight Discount is also redeemable for air travel on any oneworld® carrier or American Airlines codeshare flight. The Flight Discount is redeemable online at aa.com, or by calling American Airlines Reservations. A reservations services fee may apply for travel booked through American Airlines Reservations. The Flight Discount is redeemable only toward the purchase of the base airfare and directly associated taxes, fees and charges that are collected as part of the fare calculation for travel. The Flight Discount may not be used for flight products and/or services that are sold separately or non-flight products and/or services sold by American Airlines. If the ticket price is greater than the value of the Flight Discount, the difference must be paid only with a credit, debit or charge card, or with American Airlines Gift Cards. If travel booked with the Flight Discount is cancelled or changed by the cardmember, the Flight Discount will be forfeited and the cardmember will be responsible for any applicable fare difference and the applicable change fee. The Flight Discount will not be replaced for any reason. The Flight Discount is non-refundable, may not be sold and has no cash redemption value. After qualification, please allow 8-12 weeks for delivery of the Flight Discount.

25% Savings On Eligible Inflight Purchases
Citi® / AAdvantage® cardmembers will receive a 25% savings on inflight purchases of food and beverages on flights operated by American Airlines when purchased with their Citi® / AAdvantage® card. Savings do not apply to any other inflight purchases, such as wireless internet access. This benefit applies to domestic flights marketed and operated by American Airlines or on domestic flights marketed by American Airlines and operated by Compass Airlines, LLC, Envoy Air Inc., ExpressJet Airlines, Inc., Republic Airline Inc., SkyWest Airlines, Inc., Air Wisconsin Airlines Corporation, Mesa Airlines, Inc., PSA Airlines, Inc., Piedmont Airlines, Inc., or Trans States Airlines, LLC. This benefit is not available on codeshare flights booked with an American Airlines flight number but operated by another airline. Offer is available on eligible flights as long as supplies last. Savings will appear as a statement credit 8-8 weeks after the transaction is posted to the cardmember's credit card account. Applicable terms and conditions are subject to change without notice.

No Mileage Cap
There is no maximum number of American Airlines AAdvantage® miles that you can accumulate through your Citi® / AAdvantage® credit card account.

Reduced Mileage Awards
The Reduced Mileage Awards program allows Citi® / AAdvantage® cardmembers to redeem American Airlines AAdvantage® miles for discounted round trip or one-way travel on MileSAaver® awards to destinations selected every other month. The MileSAaver® discount is 7,500 American Airlines AAdvantage® miles round trip or 3,750 one-way for this Citi® / AAdvantage® card if travel booked is greater than 500 miles in distance. If travel booked is less than or equal to 500 miles in distance, which qualifies for a short haul MileSAaver® award, the mileage discount will be 2,000 American Airlines AAdvantage® miles round trip or 1,000 one-way for this Citi® / AAdvantage® card.

Redemption of Reduced Mileage Awards applies only to bookings made by phone through American Airlines Reservations or through airport or city ticket centers. A \$35 USD award service charge per person applies to AAdvantage® award reservations ticketed by our Travel Centers, or a \$35 USD award service charge per person applies to AAdvantage® award reservations ticketed by our Airport Agents. This payment does not apply to AAdvantage® Executive Platinum members and American Airlines AirPass customers. All such additional amounts are subject to change. Flights and availability are subject to change without notice. For the complete list of Reduced Mileage Awards, visit aa.com/reducedmileageawards.

Mileage Expiration
American Airlines AAdvantage® miles will not expire provided that once every 18 months you earn or redeem miles on American Airlines, an affiliated carrier, or with an American Airlines AAdvantage® participant. For complete details, visit aa.com/aadvantage.

Authorized User
Before adding an authorized user to your Card Account you should know:
You're responsible for all charges made or allowed to the Card Account by the authorized user. Authorized users have access to your Card Account information. Before adding an authorized user, you must let him/her know that we may report Card Account performance to the credit reporting agencies in the authorized user's name. If we ask for information about the authorized user, you must obtain their permission to share their information with us and for us to share it as allowed by applicable law. Authorized users do not receive the first checked bag free or boarding benefits.

American Airlines reserves the right to change the AAdvantage® program and its terms and conditions at any time without notice, and to end the AAdvantage® program with six months' notice. Any such changes may affect your ability to use the awards or mileage credits that you have accumulated. Unless specified, AAdvantage® miles earned through this promotion/offer do not count toward elite-status qualification or AAdvantage Million Mile™ status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® program, visit aa.com/aadvantage, [American Airlines Privacy Policy](#).

Travel booked on American Airlines may be American Eagle® service, operated by Compass Airlines, LLC, Envoy Air Inc., ExpressJet Airlines, Inc., Republic Airline Inc., SkyWest Airlines, Inc., Air Wisconsin Airlines Corporation, Mesa Airlines, Inc., PSA Airlines, Inc., Piedmont Airlines, Inc., or Trans States Airlines, LLC.

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oneworld is a mark of the oneworld Alliance, LLC.

Citibank is not responsible for products or services offered by other companies. Cardmember program terms are subject to change.

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World Elite is a trademark of Mastercard International Incorporated.

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American Answer to Complaint of Maria Borges

Exhibit AA-3

Citi Card Application
and
Terms and Conditions

Citi® / AAdvantage® Platinum Select® World Elite™ Mastercard®

Earn 50,000 American Airlines AAdvantage® bonus miles after \$2,500 in purchases in the first 3 months of account opening

American Airlines AAdvantage® bonus miles are not available if you have received a new account bonus for a Citi® / AAdvantage® Platinum Select® account in the past 48 months.

Earn 2 miles for \$1 spent on eligible American Airlines purchases.

Earn 2 miles for every \$1 spent at restaurants and at gas stations.

First checked bag is free on domestic itineraries.

Tell Us About Yourself

(All fields are required unless specified optional)

Personal Information

First Name

Middle Initial *(opt.) (Optional)*

Last Name

Suffix *(opt.) (Optional)*

Home Address

I'd like to provide a P.O. Box address. *(opt.) (Optional)*

Social Security Number

Date of Birth (MM-DD-YYYY)

Country of Citizenship

Please provide at least one phone number.

Mobile Phone Number

 I want to provide a Home Phone Number *(opt.) (Optional)*

Email Address

Security Word

Security Word Hint

Security Word

Financial Information

 Part of my total annual income is exempt from U.S. federal income tax *(opt.) (Optional)*.

If you are not sure if any of your income is not taxable, please refer to your tax documents or consult with your tax professional.

Total Annual Income

\$	<input type="text"/>
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Monthly Mortgage/Rent Payment

\$	<input type="text"/>
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I have the following accounts :

- Checking
- Savings
- Money Market

Membership Information

Your AAdvantage® Number *(opt.) (Optional)*

Authorized User

 I want to add an Authorized User to this account now. *(opt.) (Optional)*

¹Terms & Conditions

Printer Friendly Version (<https://www.citicards.com/cards/credit/displayterms/flo>)

CITI DISCLOSURES	
Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	15.99% to 24.99% , based on your creditworthiness. These APRs will vary with the market based on the Prime Rate. ^a
APR for Balance Transfers	15.99% to 24.99% , based on your creditworthiness, for transfers completed within 2 months from date of account opening. These APRs will vary with the market based on the Prime Rate. ^a

Expand Terms & Conditions (including information about rates and fees)

I have read and agree to the above Terms and Conditions, which contain rate, fee, and other information, including rewards information, if applicable.

I also agree to receive my application status/decision by email. Because only certain notices relating to my application will be sent by email, I understand and agree that I will also need to check the U.S. mail for communications about my application.

I also agree to receive my account opening disclosures, including **Cardmember Agreement (PDF)** (https://www.citi.com/CRD/PDF/CMA/cardAgreement/CMA_PID056.pdf) and **Privacy Notice** (https://www.citicards.com/cards/wv/JRS/ACQ/img/Generic_Cobrand_AO_version.pdf), electronically.

I understand that to receive these materials by email and electronically, my device must meet the systems and hardware requirements necessary to access and save these documents. I confirm that my device meets these requirements.

To request a paper, large font or Braille copy of any of these documents, call us at 1-888-201-4523 (TTY for hearing / speech impaired (1-800-325-2865)) and we will mail them to you at no charge.

Note: You must check the box before submitting the application.

Agree & Submit

Citicards.com (<https://www.citi.com/credit-cards/creditcards/CitiHome.do>)
Terms & Conditions (<https://online.citi.com/US/JRS/portal/template.do?ID=TermsDisclaimer>)
Privacy (<https://online.citibank.com/US/JRS/portal/template.do?ID=Privacy>) | **Notice At Collection** (<https://online.citibank.com/JRS/portal/template.do?ID=Privacy#notice-at-collection>) | **CA Privacy Hub** (<https://online.citi.com/US/ag/dataprivacyhub/home>)

CITI DISCLOSURES	
Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<p>15.99% to 24.99%, based on your creditworthiness.</p> <p>These APRs will vary with the market based on the Prime Rate.^a</p>
APR for Balance Transfers	<p>15.99% to 24.99%, based on your creditworthiness, for transfers completed within 2 months from date of account opening.</p> <p>These APRs will vary with the market based on the Prime Rate.^a</p>
APR for Cash Advances	<p>25.24%</p> <p>This APR will vary with the market based on the Prime Rate.^b</p>
APR for Citi Flex Plan	<p>15.99% to 24.99%, based on your creditworthiness.</p> <p>These APRs will vary with the market based on the Prime Rate.^a</p>
Penalty APR and When it Applies	<p>Up to 29.99%, based on your creditworthiness. This APR will vary with the market based on the Prime Rate.^c</p> <p>This APR may be applied to your account if you:</p> <ol style="list-style-type: none"> (1) Make a late payment or (2) Make a payment that is returned. <p>How Long Will the Penalty APR Apply? If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely.</p>
How to Avoid Paying Interest on Purchases	<p>Your due date is at least 23 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your monthly Citi Flex Plan Payment Amount plus your entire balance, excluding any Citi Flex Plan balances, by the due date each month. If you do not pay your monthly Citi Flex Plan Payment plus your entire balance, excluding any Citi Flex Plan balances, by the due date each month, you will pay interest on your purchases from the date they're posted to your account. We will begin charging interest on cash advances and balance transfers on the transaction date. We will begin charging interest on a Citi Flex Plan balance at the start of the billing cycle following the billing cycle during which you created the Citi Flex Plan.</p>
Minimum Interest Charge	<p>If you are charged interest, the charge will be no less than 50 cents.</p>

For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.
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Fees	
Annual Fee	\$99. However, the annual fee is waived for the first 12 months.
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Purchase Transaction 	<p>Either \$5 or 3% of the amount of each transfer, whichever is greater.</p> <p>Either \$10 or 5% of the amount of each cash advance, whichever is greater.</p> <p>None</p>
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	<p>Up to \$40</p> <p>Up to \$40</p>

How We Will Calculate Your Balance: We use a method called "daily balance (including current transactions)."

Loss of Introductory APR: We may end your introductory APR and apply the Penalty APR if you make a late payment.

For more information call Citibank at 1-877-625-6382 (for TTY phone services for the hearing impaired: 1-800-325-2865). New York residents may contact the New York State Department of Financial Services at (800) 342-3736 or www.dfs.ny.gov for comparative information on credit card rates, fees and grace periods.

Payment Allocation: We may apply the portion of your payments up to your Minimum Payment Due to lower APR balances first, including transferred balances. Generally, payments above your Minimum Payment Due will be applied to your highest rate balance first.

Prime Rate: The variable rates shown here are accurate based on a 3.25% Prime Rate.

^a We add 12.74% to 21.74% to the Prime Rate to determine the Purchase/Balance Transfer/Citi Flex Plan APR.

^b We add 21.99% to the Prime Rate to determine the Cash Advances APR.

^c We add up to 26.74% to the Prime Rate to determine the Penalty APR.

Variable rate APRs will not exceed 29.99%.

Note: Balance Transfers and Flex Plans are made available at our discretion.

Citi[®] / AAdvantage[®] Platinum Select[®] World Elite[™] Mastercard[®]

Terms & Conditions

This offer is valid for new accounts only. You must be at least 18 years of age. If you're married, you may apply for a separate account. The Card offer referenced in this communication is only available to individuals who reside in the United States and its territories, excluding Puerto Rico and U.S. Virgin Islands. Your eligibility for a particular product and service is subject to a final determination by Citibank. This communication is not and should not be construed as, an offer to individuals outside of the United States. Citibank, N.A., Sioux Falls, SD, ("Citi," "we" or "us") is the issuer of your account. Please allow 4 weeks from date of submission to process your Card Account application.

You understand and agree that by submitting this application you are furnishing all information in this application to Citi and that this information may be used in accordance with Citi's Privacy Notice, available below. You also agree that the information you are providing herein must be verifiable and accurate. By submitting this application, you request that Citi establish a [Citi[®] / AAdvantage[®] Platinum Select[®] World Elite[™] Mastercard[®]] account (the "Card Account") to you and any authorized users you have designated. The Card Account will be governed by the terms of the card agreement ("Card Agreement") provided when the Card Account is issued.

By submitting this application you understand and agree that you are also furnishing your personal information to American Airlines for purposes of enrolling or verifying your enrollment in the AAdvantage[®] program. American Airlines may use your personal information in accordance with its Privacy Policy, available at <https://www.aa.com/privacy>. If you are not an AAdvantage[®] member or did not provide an AAdvantage[®] account number in your application, you consent to enrollment in the AAdvantage[®] program, which is governed by the AAdvantage[®] terms and conditions available at <https://www.aa.com/>.

Identity Verification

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means that we will ask for your name, address, date of birth, and other information that will allow us to identify you when you open an account. We may also ask to see your driver's license or other identifying documents; and obtain identification information about you or any authorized user you add to your account.

Credit Reports

You authorize us to get credit reports and other information about you from consumer reporting agencies and other sources, for such purposes as: determining whether to issue you a Card Account, administering, reviewing and renewing the Card Account, credit line increases or decreases, collection and other servicing of the Card Account, and offering other products and services and for any other uses permitted by law. If you ask us, we'll tell

you whether or not we requested a credit bureau report and the names and addresses of any credit bureaus that provided us with such reports. From time to time, we may report negative information about your Card Account behavior, like delinquencies, to consumer reporting agencies.

Credit Information

To receive a Card Account, you must meet our applicable criteria bearing on creditworthiness.

Your revolving credit limit will be determined based on the following:

- Your annual salary and wages
- Any other annual income
- A review of your debt, including the debt listed on your credit report

We'll inform you of your revolving credit limit when you receive your credit card. Some limits may be as low as \$1500. Please note that cash advances may be limited to a portion of your revolving credit limit.

Card Agreement

If you are approved for a Card Account, you'll receive a Card Agreement before you can use your Card Account. The terms of the Card Agreement will take effect once you use your Card Account. Even if you do not use your Card Account, the Card Agreement will take effect if you do not cancel your Card Account within 30 days after we send you the Card Agreement. We have the right to make changes to the terms of your Card Account (including rates and fees) in accordance with the Card Agreement.

Information Sharing

IMPORTANT NOTICE REGARDING PRIVACY: You understand and agree that by submitting this application you are furnishing all information in this application to Citi and that Citi may use any information collected from you regarding you personally and your business in accordance with Citi's Privacy Policy located online at www.citi.com/privacy. You also agree that the information you are providing herein must be verifiable and accurate. By submitting this application, you request that Citi establish a [CitiBusiness® / AAdvantage® Platinum Select® Mastercard®] account (the "Card Account") to you and any authorized users you have designated. The Card Account will be governed by the terms of the card agreement ("Card Agreement") provided when the Card Account is issued.

By submitting this application you understand and agree that you are also furnishing your personal information to American Airlines for purposes of enrolling or verifying your enrollment in the AAdvantage® program and agree that we may share transaction and experience information regarding your activity with Citi with them. American Airlines may use this information in accordance with its Privacy Policy, available at <https://www.aa.com/privacy>. If you are not an AAdvantage® member or did not provide an AAdvantage® account number in your application, you consent to enrollment in the AAdvantage® program, which is governed by the AAdvantage® terms and conditions available at <https://www.aa.com/>.

Special Notices

Notice to 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.

Notice to Wisconsin Residents: No marital property agreement, unilateral statement, or court decree adversely affects our rights, unless you give us a copy of such agreement, statement or court order before we grant you credit, or we have actual knowledge of its terms before your account is opened.

Important Information About Adding An Authorized User

Before adding an authorized user to your Card Account you should know:

- You're responsible for all charges made or allowed to the Card Account by the authorized user.
- Miles earned on an Authorized User's credit card will be allocated to the AAdvantage® account of the primary credit cardholder and not the Authorized User.
- Authorized users have access to your Card Account information.
- Authorized Users do not receive the first checked bag free or boarding benefits.
- Before adding an authorized user, you must let him/her know that we may report Card Account performance to the credit reporting agencies in the authorized user's name.

If we ask for information about the authorized user, you must obtain their permission to share their information with us and for us to share it as allowed by applicable law.

Balance Transfer Information

How to Make Balance Transfers

1. After receiving your card, you can call the customer service number on the back of your card to transfer balances. Balance transfers are made available at our discretion. All balance transfers are subject to the standard purchase APR unless an introductory and/or other promotional rate applies.
2. If we give you the option to transfer a balance with your application, it will take at least 14 days after your Card Account is opened to process any balance transfer payments. During this time, you may cancel or modify your balance transfer request by calling the number on the back of your card.
3. You may transfer any amount, but the total amount of your balance transfer plus balance transfer fees must be less than your available revolving credit limit. Be sure you don't transfer any disputed purchase or other charge amount because you may lose your dispute rights. You cannot transfer balances from other accounts issued by Citi or its affiliates. If you are unsure of the issuer on the account, please visit www.citi.com/affiliatesproducts (<https://www.citi.com/affiliatesproducts>) for a list of Citi products and affiliates.

4. Continue to make payments on your other accounts until you have confirmed this balance transfer has been received. Once approved, we'll pay the amount of the balance transfer directly to that issuer. The available revolving credit limit for your new card will be reduced by the total amount of the transfers, including fees we approve.

Things You Should Know About Your Balance Transfer Offer:

If you transfer a balance with this offer, interest will be charged on purchases made with your credit card unless your purchases have a 0% APR or you pay the New Balance shown on your statement (including the amount of your balance transfer) in full by the payment due date each billing period.

If you default under your Card Agreement you may lose any promotional APR on the balance transfer.

Additional Information

Any benefit, reward, service or feature offered in connection with your Card Account may change or be discontinued at any time for any reason, except as otherwise expressly indicated. Citi isn't responsible for products and services offered by other companies.

Award Program Information

American Airlines reserves the right to change the AAdvantage[®] program and its terms and conditions at any time without notice, and to end the AAdvantage[®] program with six months' notice. Any such changes may affect your ability to use the awards or mileage credits that you have accumulated. Unless specified, AAdvantage[®] miles earned through this promotion/offer do not count toward elite-status qualification or AAdvantage Million MilerSM status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage[®] program, visit aa.com/aadvantage.

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Close

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