

Your Guide to Benefit describes the benefit in effect as of 4/1/17. Benefit information in this guide replaces any prior benefit information You may have received. Please read and retain for Your records. Your eligibility is determined by Your financial institution.

# Standard Protection Package



**Bay Federal**  
CREDIT UNION

**VISA**

## Travel and Emergency Assistance Services

*Emergencies can escalate quickly when You are traveling away from home. Something that is relatively straight forward when You are not traveling, like replacing prescription medication, can be a difficult task when You are dealing with local laws or language barriers.*

Travel and Emergency Assistance Services are made available to help You in case of an emergency while You are traveling away from home. The Benefit Administrator can connect You with the appropriate local emergency and assistance resources available, 24 hours a day, 365 days a year.

**Please note that due to occasional issues such as distance, location, or time, neither the Benefit Administrator nor its service providers can be responsible for the availability, use, cost, or results of any medical, legal, transportation, or other services.**

### What are Travel and Emergency Assistance Services and how do I use these services when I need them?

Travel and Emergency Assistance Services are made available to You, if You are a cardholder of an eligible card issued in the United States. Your spouse and children (dependents under 22 years old) are also eligible to use these services. Travel and Emergency Assistance Services provide assistance and referral only. You are responsible for the cost of any actual medical, legal, transportation, cash advance, or other services or goods provided.

To use the services, simply call the toll-free, 24-hour Benefit Administrator line at **1-800-992-6029**. **If You are outside the United States, call collect at 1-804-673-1675.**

### What are the specific services and how can they help me?

- **Emergency Message Service** – can record and relay emergency messages for travelers or their immediate family members. The Benefit Administrator will use reasonable efforts to relay emergency messages in accordance with benefit guidelines and limitations, but cannot take responsibility for the failure to transmit any message successfully. **All costs are Your responsibility.**
- **Medical Referral Assistance** – provides medical referral, monitoring, and follow-up. The Benefit Administrator can give You names of local English-speaking doctors, dentists, and hospitals; assign a doctor to consult by phone with local medical personnel, if necessary, to monitor Your condition; keep in contact with Your family, and provide continuing liaison; and help You arrange medical payments from Your personal account. **All costs are Your responsibility.**
- **Legal Referral Assistance** – can arrange contact with English-speaking attorneys and U.S. embassies and consulates if You're detained by local authorities, have a car accident, or need legal assistance. In addition, the Benefit Administrator can coordinate bail payment from Your personal account. The Benefit Administrator can also follow up to make sure bail has been properly handled. **All costs are Your responsibility.**
- **Emergency Transportation Assistance** – can help You make all the necessary arrangements for emergency transportation home or to the nearest medical facility. This includes arranging to bring Your Young children home and helping You stay in contact with family members or employers during the emergency. In the case of a death, the Benefit Administrator can make arrangements to repatriate the remains. **All costs are Your responsibility.**
- **Emergency Ticket Replacement** – helps You through Your carrier's lost ticket reimbursement process and assists in the delivery of a replacement ticket to You, should You lose Your ticket. **All costs are Your responsibility.**
- **Lost Luggage Locator Service** – can help You through the Common Carrier's claim procedures or can arrange shipment of replacement items if an airline or Common Carrier loses Your checked luggage. **You are responsible for the cost of any replacement items shipped to You.**
- **Emergency Translation Services** – provides telephone assistance in all major languages and helps find local interpreters, if available, when You need more extensive assistance. **All costs are Your responsibility.**
- **Prescription Assistance and Valuable Document Delivery Arrangements** – can help You fill or replace prescriptions, subject to local laws, and can arrange pickup and delivery of Your prescriptions filled for You at local pharmacies. It can also help transport critical documents that You may have left at Your home or elsewhere. **All costs are Your responsibility.**
- **Pre-Trip Assistance** – can give You information on Your destination before You leave – such as ATM locations, currency exchange rates, weather reports, health precautions, necessary immunizations, and required passport visas.

### Definitions

**Common Carrier** means any mode of transportation by land, water or air operating for hire under a license to carry passengers for which a ticket must be purchased prior to travel. Does not include taxi, limousine service, commuter rail or commuter bus lines.

**You or Your** means an eligible person whose name is embossed on an eligible U.S. issued card, and You reside in the United States.

### Additional provisions for Travel and Emergency Assistance Services

This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, statement messages, or electronic notification. The benefits described in this Guide to Benefits will not apply to cardholders whose accounts have been suspended or cancelled.

**For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-992-6029, or call collect outside the U.S. at 1-804-673-1675.**

# Auto Rental Collision Damage Waiver

No cardholder wants to incur the expense of repairing or replacing a rented car. But accidents do happen, and vehicles do get stolen.

No matter what happens to Your rental car, You can be covered with Auto Rental Collision Damage Waiver. Auto Rental Collision Damage Waiver reimburses You for damages caused by theft or collision – up to the Actual Cash Value of most rented cars. Auto Rental Collision Damage Waiver covers no other type of loss. For example, in the event of a collision involving Your rented vehicle, damage to any other driver's car or the injury of anyone or anything is not covered. Rental periods of fifteen (15) consecutive days within Your country of residence, and thirty-one (31) consecutive days outside it, are both covered. (Longer rental periods, however, are **not** covered.)

You are eligible for this benefit if Your name is embossed on an eligible card issued in the United States and You use it to initiate and complete Your entire car rental transaction. Only You as the primary car renter and any additional drivers permitted by the Rental Car Agreement are covered.

## **How Auto Rental Collision Damage Waiver Works With Other Insurance**

Auto Rental Collision Damage Waiver covers theft, damage, valid loss-of-use charges imposed and substantiated by the auto rental company, administrative fees and reasonable and customary towing charges, due to a covered theft or damage to the nearest qualified repair facility.

If You **do** have personal automobile insurance or other insurance that covers theft or damage, this benefit reimburses You for the deductible portion of Your car insurance or other insurance, along with any unreimbursed portion of administrative and loss-of-use charges imposed by the car rental company, as well as reasonable towing charges while the car was Your responsibility.

If You **do not** have personal automobile insurance or any other insurance, the benefit reimburses You for covered theft, damage, or administrative and loss-of-use charges imposed by the rental company, as well as reasonable towing charges that occur while You are responsible for the vehicle.

If You are renting outside of Your country of residence, the coverage provided under this benefit is primary and reimburses You for covered theft, damage, or administrative and loss-of-use charges imposed by the rental company, as well as reasonable towing charges that occur while You are responsible for the vehicle.

## **How to Use Auto Rental Collision Damage Waiver**

1. Use Your card to initiate and complete Your entire car rental transaction.
2. Review the auto rental agreement and decline the rental company's collision damage waiver (CDW/LDW) option, or a similar provision, **as accepting this coverage will cancel out Your benefit.** If the rental company insists that You purchase their insurance or collision damage waiver, **call the Benefit Administrator for assistance at 1-800-348-8472. Outside the United States, call collect at 1-804-673-1164.**

This benefit is in effect during the time the rental car is in Your (or an authorized driver's) control, and it terminates when the rental company reassumes control of their vehicle.

**Before You leave the lot, be sure to check the car for any prior damage.**

This benefit is available in the United States and most foreign countries (**with the exception of Israel, Jamaica, the Republic of Ireland or Northern Ireland**). However, this benefit is not available where precluded by law, or where it's in violation of the territory terms of the auto rental agreement, or when prohibited by individual merchants. **Because regulations vary outside the United States, check with Your auto rental company and the Benefit Administrator before You travel, to be sure that Auto Rental Collision Damage Waiver will apply.**

## **Vehicles Not Covered**

Certain vehicles are **not** covered by this benefit, they consist of: expensive, exotic, and antique cars; cargo vans; certain vans; vehicles with an open cargo bed; trucks; motorcycles; mopeds; motorbikes; limousines; and recreational vehicles.

Examples of expensive or exotic cars are the Alfa Romeo, Aston Martin, Bentley, Corvette, Ferrari, Jaguar, Lamborghini, Lotus, Maserati, Maybach, McLaren, Porsche, Rolls Royce, and Tesla. However, selected models of Audi, BMW, Mercedes-Benz, Cadillac, Infiniti, Land Rover, Lexus, Lincoln, and Range Rover **are** covered.

An antique car is defined as one that is over twenty (20) years old, or one that has not been manufactured for ten (10) years or more.

Vans are not covered. But those designed as small-group transportation vehicles (seating up to nine (9) people, including the driver) **are** covered.

If You have questions about a specific vehicle's coverage or organization where the vehicle is being reserved, **call the Benefit Administrator at 1-800-348-8472, or call collect outside the United States at 1-804-673-1164.**

## **Related Instances & Losses Not Covered**

- Any obligation You assume under any agreement (other than the deductible on Your personal auto policy)
- Any violation of the auto rental agreement or this benefit
- Injury of anyone, or damage to anything, inside or outside the Rental Vehicle
- Loss or theft of personal belongings
- Personal liability
- Expenses assumed, waived, or paid by the auto rental company, or its insurer
- The cost of any insurance, or collision damage waiver, offered by or purchased through the auto rental company
- Depreciation of the Rental Vehicle caused by the incident including, but not limited to, "diminished value"
- Expenses reimbursable by Your insurer, employer, or employer's insurance
- Theft or damage due to intentional acts, or due to the driver(s) being under the influence of alcohol, intoxicants, or drugs, or due to contraband, or illegal activities
- Wear and tear, gradual deterioration, or mechanical breakdown
- Items not installed by the original manufacturer
- Damage due to off-road operation of the Rental Vehicle
- Theft or damage due to hostility of any kind (including, but not limited to, war, invasion, rebellion, insurrection, or terrorist activities)
- Confiscation by authorities
- Vehicles that do not meet the definition of covered vehicles
- Rental periods that either exceed, or are intended to exceed, fifteen (15) consecutive days, within Your country of residence, or thirty-one (31) days outside Your country of residence

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- Leases and mini leases
- Theft or damage as a result of the authorized driver's and/or cardholder's lack of reasonable care in protecting the Rental Vehicle before and/or after damage or theft occurs (for example, leaving the car running and unattended)
- Theft or damage reported more than forty-five (45) days\* after the date of the incident
- Theft or damage for which a claim form has not been received within ninety (90) days\* from the date of the incident
- Theft or damage for which all required documentation has not been received within three hundred and sixty-five (365) days after the date of the incident
- Theft or damage from rental transactions that originated in Israel, Jamaica, the Republic of Ireland, or Northern Ireland

\*(Not applicable to residents in certain states)

## **Filing a Claim**

It is Your responsibility as a cardholder to make every effort to protect Your Rental Vehicle from damage or theft. If You have an accident, or Your Rental Vehicle has been stolen, immediately **call the Benefit Administrator at 1-800-348-8472 to report the incident, regardless of whether Your liability has been established. Outside the United States, call collect at 1-804-673-1164.**

You should report the theft or damage as soon as possible but **no later than forty-five (45) days** from the date of the incident.

The Benefit Administrator reserves the right to deny any claim containing charges that would not have been included, if notification occurred before the expenses were incurred. Thus, it's in Your best interest to notify the Benefit Administrator immediately after an incident. Reporting to any other person will not fulfill this obligation.

## **What You Must Submit to File a Claim**

At the time of the theft or damage, or when You return the Rental Vehicle, ask Your car rental company for the following documents:

- A copy of the accident report form
- A copy of the initial and final auto rental agreements (front and back)
- A copy of the repair estimate and itemized repair bill
- Two (2) photographs of the damaged vehicle, if available
- A police report, if obtainable
- A copy of the demand letter which indicates the costs You are responsible for and any amounts that have been paid toward the claim

Submit all of the above documents from the rental company, along with the following documents, to the Benefit Administrator:

- The completed and signed Auto Rental Collision Damage Waiver claim form. Important : This must be postmarked within ninety (90) days\* of the theft or damage date, even if all other required documentation is not yet available – or **Your claim may be denied.**
- A copy of Your monthly billing statement (showing the last 4 digits of the Account number) demonstrating that the entire rental transaction was made on Your eligible Account.
- A statement from Your insurance carrier (and/or Your employer or employer's insurance carrier, if applicable), or other reimbursement showing the costs for which You are responsible, and any amounts that have been paid toward the claim. Or, if You have no applicable insurance or reimbursement, a statement of no insurance or reimbursement is required
- A copy of Your primary insurance policy's Declarations Page (if applicable) to confirm Your deductible. (This means the document(s) in Your insurance policy that lists names, coverages, limits, effective dates, and deductibles).
- Any other documentation required by the Benefit Administrator to substantiate the claim

Finally, please note that all remaining documents must be postmarked within three hundred and sixty-five (365) days\* of the theft or damage date **or Your claim may be denied.**

\*Not applicable to residents of certain states.

For faster filing, or to learn more about Auto Rental Collision Damage Waiver, visit: [www.eclaimsline.com](http://www.eclaimsline.com)

## **Finalizing Your Claim**

Your claim will typically be finalized within fifteen (15) days, after the Benefit Administrator has received all the documentation needed to substantiate Your claim.

## **Transference of Claims**

Once Your claim has been paid, all Your rights and remedies against any party in regard to this theft or damage will be transferred to the Benefit Administrator, to the extent of the cost of payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.

## **Definitions**

**Account** means Your credit or debit card Accounts.

**Actual Cash Value** means the amount a Rental Vehicle is determined to be worth based on its market value, age and condition at the time of loss.

**Eligible Person** means a cardholder who pays for their auto rental by using their eligible Account.

**Rental Car Agreement** means the entire contract an eligible renter receives when renting a Rental Vehicle from a rental car agency which describes in full all of the terms and conditions of the rental, as well as the responsibilities of all parties under the contract.

**Rental Vehicle** means a land motor vehicle with four or more wheels as described in the participating organization's disclosure statement which the eligible renter has rented for the period of time shown on the Rental Car Agreement and does not have a manufacturer's suggested retail price exceeding the amount shown on the participating organization's disclosure statement

**You or Your** means an Eligible Person who uses their eligible card to initiate and complete the rental car transaction.

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## **Additional Provisions for Auto Rental Collision Damage Waiver**

- Signed or pinned transactions are covered as long as You use Your eligible Account to secure the transaction.
- You shall do all things reasonable to avoid or diminish any loss covered by this benefit. This provision will not be unreasonably applied to avoid claims.
- If You make any claim knowing it to be false or fraudulent in any respect, no coverage shall exist for such claim, and Your benefit may be cancelled. Each cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.
- No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.
- This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, statement messages, or electronic notification. The benefits described in this Guide to Benefits will not apply to cardholders whose Accounts have been suspended or cancelled.
- Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefits for cardholders, and if they do, they will notify You at least thirty (30) days in advance. Indemnity Insurance Company of North America ("Provider") is the underwriter of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.
- After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of the payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.
- This benefit does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the provision of insurance, including, but not limited to, the payment of claims.

**For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-348-8472, or call collect outside the U.S. at 1-804-673-1164.**

FORM #ARCDW – 2017 (Stand 04/17)

ARCDW-0

## **Roadside Dispatch®**

**For roadside assistance, call 1-800-847-2869**

### **What is Roadside Dispatch?**

Roadside Dispatch is a pay-per-use roadside assistance program. The program provides you with security and convenience wherever your travels take you.

*No membership or pre-enrollment is required. No annual dues. No limit on usage.*

### **For a set price per service call, the program provides:**

- Standard Towing – Up to 5 miles included<sup>1</sup>
- Tire Changing – must have good, inflated spare
- Jump Starting
- Lockout Service (no key replacement)
- Fuel Delivery – up to 5 gallons (plus the cost of fuel)
- Standard Winching

Roadside Dispatch will ask you where you are, what the problem is, and while they remain on the phone with you, they will arrange a dispatch to a reliable tow operator or locksmith to provide help. (If you feel you are in an unsafe location – Roadside Dispatch will advise you to hang up and dial 911. If you are not able to dial 911, they will call the non-emergency police number in your area, and will remain on the phone with you at your request until the police arrive.) You have the convenience of one toll-free phone number and you may save money because their rates are pre-negotiated.

Dependable roadside assistance is available 24 hours a day, 7 days a week in the United States. No membership or pre-enrollment is required. Just call Roadside Dispatch toll-free when you need them.

### **1-800-847-2869 ~ it's that easy!**

**Note:** Customers must pay service provider for mileage over 5 miles. A secondary unit being towed behind is not included but can be accommodated for an additional fee. Standard Winching applies within 100 feet of paved or county maintained road only. Current fee for a standard service call is \$79.95. Additional fees may apply for winching services under certain circumstances. Service call fees are subject to change at any time; however, callers will be notified of pricing prior to any service dispatch. This program may be discontinued at any time without prior notice. Program void where prohibited.

<sup>1</sup>Any vehicle with wheels is covered under the program as long as it can be classified as 'Light Duty'. 'Light Duty' vehicles are vehicles that weigh 10,000 lbs. or less. Vehicles weighing more than 10,000 lbs. are considered 'Medium Duty' or 'Heavy Duty' and are NOT covered under this program.

**Additional Terms:** Service providers supplying emergency roadside assistance and towing are independent contractors and are solely liable for their services. Neither Visa nor Bay Federal Credit Union shall have any responsibility or liability in connection with the rendering of the service. Emergency roadside assistance and towing may not be available in areas not regularly traveled, nor in other "off road" areas not accessible by ordinary towing vehicles. Weather conditions, time of day, and availability of service may affect assistance responses. Expectations for dispatch are set with the customer on every call, and an expected estimated time of arrival is provided to the customer regardless of their location; however, neither Visa nor Bay Federal Credit Union provides any assurances as to the ability of the service provider to meet such estimates. You are responsible for any roadside assistance or towing charges incurred by facilities responding to your request even if you are not with your vehicle or your vehicle is gone upon their arrival. 24-hour roadside assistance services provided by: Cross Country Motor Club, Inc. d/b/a Agero, a Massachusetts corporation, and Cross Country Motor Club of California, Inc. a California corporation.

# Travel Accident Insurance Description of Coverage

**Principal Sum: \$400,000**

**THIS IS AN ACCIDENTAL DEATH AND DISMEMBERMENT ONLY POLICY AND DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS**

*This Description of Coverage is provided to all eligible Visa Gold cardholders and replaces any and all Descriptions of Coverage previously issued to the insured with respect to insurance described herein.*

## **Eligibility and Period of Coverage**

As a Visa Gold cardholder, you are covered beginning on 4/1/2017 or the date your credit card is issued, whichever is later.

You and your dependents\* become covered automatically when the entire Common Carrier fare is charged to your covered Visa Gold card account ("Covered Person"). It is not necessary to notify the financial institution, the Insurance Company, or the Plan Administrator when tickets are purchased. Coverage ends when the policy is terminated.

\* Your spouse, unmarried dependent child(ren), under age 19 (25 if a full-time student). No age limit for incapacitated child. Incapacitated child means a child incapable of self-sustaining employment by reason of mental retardation or physical handicap, and chiefly dependent on you for support and maintenance. Dependent child(ren) receive fifty percent (50%) of your benefit amount.

## **Benefits**

Subject to the terms and conditions, if a Covered Person's accidental bodily Injury occurs while on a Covered Trip and results in any of the following Losses within one (1) year after the date of the accident, the Insurance Company will pay the following percentage of the Principal Sum for accidental Loss of:

Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Speech and hearing	100%
One hand or one foot and the sight of one eye	100%
One hand or one foot	50%
Sight of one eye	50%
Speech or hearing	50%
Thumb and index finger on the same hand	25%

In no event will multiple charge cards obligate the Insurance Company in excess of the stated benefit for any one Loss sustained by a Covered Person as a result of any one accident. The maximum amount payable for all Losses due to the same accident is the Principal Sum.

## **Definitions**

**Loss** means actual severance through or above the wrist or ankle joints with regard to hands and feet; entire and irrevocable loss of sight, speech or hearing; actual severance through or above the metacarpophalangeal joints with regard to thumb and index fingers. The life benefit provides coverage in the event of a Covered Person's death. If a Covered Person's body has not been found within one (1) year of disappearance, stranding, sinking, or wreckage of any Common Carrier in which the Covered Person was covered as a passenger, then it shall be presumed, subject to all other provisions and conditions of this coverage, the Covered Person suffered loss of life.

**Injury** means bodily injury or injuries, sustained by the insured person which are the direct cause of Loss, independent of disease cause of Loss, independent of disease or bodily infirmity, and occurring while the Covered Person is covered under this policy, while the insurance is in force.

**Covered Trip** means a trip (a) while the Covered Person is riding on a Common Carrier as a passenger and not as a pilot, operator, or crew member and (b) charged to your Visa Gold card; and (c) that begins and ends at the places designated on the ticket purchased for the trip. Covered Trip will also include travel on a Common Carrier (excluding aircraft), directly to, from, or at any Common Carrier terminal, which travel immediately precedes departure to or follows arrival at the destination designated on the ticket purchased for the Covered Trip.

**Common Carrier** means any scheduled airline, land, or water conveyance licensed for transportation of passengers for hire.

**Exclusions:** No payment will be made for any Loss that occurs in connection with, or is the result of: (a) suicide, attempted suicide, or intentionally self-inflicted injury; (b) any sickness or disease; (c) travel or flight on any kind of aircraft or Common Carrier except as a fare-paying passenger in an aircraft or on a Common Carrier operated on a regular schedule for passenger service over an established route; or (d) war or act of war, whether declared or undeclared.

**Beneficiary:** Benefit for Loss of life is payable to your estate, or to the beneficiary designated in writing by you. All other benefits are payable to you.

**Notice of Claim:** Written notice of claim, including your name and reference to Visa Gold should be mailed to the Plan Administrator within twenty (20) days of a covered Loss or as soon as reasonably possible. The Plan Administrator will send the claimant forms for filing proof of Loss.

**The Cost:** This travel insurance is purchased for you by your financial institution.

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**Description of Coverage:** This description of coverage details material facts about a Travel Accident Insurance Policy which has been established for you and is underwritten by Virginia Surety Company, Inc. Please read this description carefully. All provisions of the plan are in the master policy form number, VSC-VCC-01 (2/00). Any difference between the policy and this description will be settled according to the provisions of the policy.

**Questions:** Answers to specific questions can be obtained by writing to the **Plan Administrator:**

cbsi Card Benefit Services  
550 Mamaroneck Avenue, Suite 309  
Harrison, NY 10528

**Underwritten by:**

Virginia Surety Company, Inc.  
175 West Jackson Blvd.  
Chicago, IL 60604

### **Additional Provisions for Travel Accident Insurance**

Travel Accident Insurance is provided under a master policy of insurance issued by Virginia Surety Company, Inc. (herein referred to as Company). We reserve the right to change the benefits and features of all these programs.

The financial institution or the Company can cancel or choose not to renew the Insurance coverages for all Insureds. If this happens, the financial institution will notify the accountholder at least 30 days in advance of the expiration of the policy. Such notices need not be given if substantially similar replacement coverage takes effect without interruption and is provided by the same insurer. Insurance benefits will still apply to Covered Trips commenced prior to the date of such cancellation or non-renewal, provided all other terms and conditions of coverage are met. Travel Accident Insurance does not apply if your Visa Gold privileges have been suspended or cancelled. However, insurance benefits will still apply to Covered Trips commenced prior to the date that your account is suspended or cancelled provided all other terms and conditions of coverage are met.

Coverage will be void if, at any time, the accountholder has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or the accountholder's interest herein, or in the case of any fraud or false swearing by the Insured relating thereto. No person or entity other than the accountholder shall have any legal or equitable right, remedy, or claim for insurance proceeds and/or damages under or arising out of this coverage.

No action at law or in equity shall be brought to recover on this coverage prior to the expiration of sixty (60) days after proof of Loss has been furnished in accordance with the requirements of this Description of Coverage.

The Company, at its expense, has the right to have you examined as often as reasonably necessary while a claim is pending. The Company may also have an autopsy made unless prohibited by law.

### **State Amendments**

**For Illinois Residents Only:** The following statement is added: If a Covered Person recovers expenses for sickness or injury that occurred due to the negligence of a third party, the Company has the right to first reimbursement for all benefits the Company paid from any and all damages collected from the negligent third party for those same expenses whether by action at law, settlement, or compromise, by the Covered Person, the Covered Person's parents if the Covered Person is a minor, or the Covered Person's legal representative as a result of that sickness or injury. You are required to furnish any information or assistance, or provide any documents that we may reasonably require in order to exercise our rights under this provision. This provision applies whether or not the third party admits liability.

ADD (10/07)



# Extended Warranty Protection

*Product warranties can be inconvenient and cumbersome to use. Let's say You purchased a great gadget about a year ago, but it just stopped working, and You can't find Your sales receipt and warranty information. For all too common situations like these, Extended Warranty Protection can help.*

Extended Warranty Protection provides You with valuable features that help You manage, use and extend the warranties for eligible items purchased on Your covered Account and/or rewards programs associated with Your covered Account. Services include Warranty Registration and Extended Protection. You are eligible for this benefit if You are a cardholder of an eligible card issued in the United States and You purchase either a portion or the entire cost of the item using Your Account and/or rewards program associated with Your covered Account.

## **Here's how Warranty Registration works**

When You purchase an eligible item that carries a manufacturer's warranty, You can register Your purchase by calling **1-800-551-8472** or **call collect outside the U.S. at 1-303-967-1096**. You can also register Your purchase online at **www.cardbenefitservices.com**.

The Benefit Administrator will tell You where to send Your item's sales receipt and warranty information, so they can be kept on file should You need them.

If You choose **not** to register Your item, be sure to keep Your monthly billing statement reflecting the purchase, the itemized sales receipt, the original manufacturer's written U.S. warranty and any additional warranty in a safe place. These documents will be required to verify Your claim.

## **Here's how Extended Protection works**

Your warranty coverage can be doubled up to one (1) additional year on eligible warranties of three (3) years or less. For example, a manufacturer's warranty of three (3) months would be provided with an additional three (3) months of coverage for a combined total of six (6) months of coverage, and a warranty for six (6) months would be provided with an additional six (6) months of coverage for a combined total of twelve (12) months of coverage. However, if the manufacturer's warranty is for three (3) years, it would only be extended one (1) additional year for a combined total of four (4) years of coverage.

This benefit is limited to no more than the original price of the purchased item (as shown on Your credit card receipt), less shipping and handling fees, up to a maximum of ten thousand dollars (\$10,000.00) per claim, and fifty thousand dollars (\$50,000.00) per cardholder.

The benefit covers purchases made both inside and outside the U.S. The eligible item must have a valid original manufacturer's U.S. repair warranty of three (3) years or less, store-purchased dealer warranty, or an assembler warranty.

## **What Extended Protection Does *Not* Cover**

- Boats, automobiles, aircraft, and any other motorized vehicles and their motors, equipment, or accessories, including trailers and other items that can be towed by or attached to any motorized vehicle
- Any costs other than those specifically covered under the terms of the original manufacturer's written U.S. repair warranty, as supplied by the original manufacturer, or other eligible warranty
- Items purchased for resale, professional, or commercial use
- Real estate and items which are intended to become part of real estate including, but not limited to, items that are hard-wired or hard-plumbed, garage doors, garage door openers, and ceiling fans
- Rented or leased items
- Computer software
- Medical equipment
- Used or pre-owned items (Refurbished items will be covered as long as it has a warranty with it and would not be considered used or pre-owned.)

## **Filing an Extended Protection Claim**

To file a claim, call the Benefit Administrator at **1-800-551-8472** or **call collect outside the U.S. at 1-303-967-1096**, immediately after the failure of Your covered item. **Please note if You do not notify the Benefit Administrator within sixty (60) days of product failure, Your claim may be denied.**

The Benefit Administrator will request preliminary claim information, direct You to the appropriate repair facility, and send You the claim form. Gift recipients of eligible items are also covered, but they must provide all the documents needed to substantiate their claim.

If You received or purchased a service contract or an extended warranty when You purchased Your item, this benefit will be supplemental to, and in excess of, that coverage.

## **What You Must Submit to File a Claim**

Fill out and sign the claim form the Benefit Administrator sent You, then submit the form **within ninety (90) days** of the product failure, along with the following documents:

- A copy of Your monthly billing statement (showing the last four [4] digits of the Account number) demonstrating that the purchase was made on Your eligible Account and/or rewards program associated with Your covered Account
- If more than one method of payment was used, please provide documentation as to additional currency, voucher, points or any other payment method utilized.
- A copy of the itemized sales receipt
- A copy of the original manufacturer's written U.S. warranty, and any other applicable warranty
- A description of the item and its serial number, and any other documentation deemed necessary to substantiate Your claim (this includes bills and, if necessary, a copy of the maintenance record and receipts)
- The original repair estimate or repair bill, indicating cause of failure
- Any other documentation deemed necessary by the Benefit Administrator to substantiate the claim

**All claims must be fully substantiated.**

For faster filing, or to learn more about Extended Warranty Protection, visit **www.cardbenefitservices.com**

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## **How You Will Be Reimbursed**

If You have substantiated Your claim and met the terms and conditions of the benefit, Your item will be replaced or repaired at the Benefit Administrator's discretion, but for no more than the original purchase price of the covered item, as recorded on Your credit card receipt, less shipping and handling fees, up to a maximum of ten thousand dollars (\$10,000.00) per claim, and a maximum of fifty thousand dollars (\$50,000.00) per cardholder. You will only be reimbursed up to the amount charged to Your Account or the program limit, whichever is less.

Under normal circumstances, reimbursement will occur within five (5) business days of the receipt and approval of all required documents.

If Your item is to be repaired, You may go to an authorized repair facility and file a claim for reimbursement. Only valid and reasonable repairs made at the manufacturer's authorized repair facility are covered.

In either case, the Benefit Administrator's payment, replacement, or repair made in good faith will fulfill the obligation under this benefit.

## **Definitions**

**Account** means Your credit or debit card Accounts.

**Eligible Person** means a cardholder who pays for their purchase by using their eligible Account and/or rewards programs associated with their covered Account.

**You or Your** means an Eligible Person who purchase their item to their eligible Account and/or rewards programs associated with their covered Account.

## **Additional Provisions for Extended Protection**

- Signed or pinned transactions are covered as long as You use Your eligible card to secure the transaction.
- You shall do all things reasonable to avoid or diminish any loss covered by this benefit. This provision will not be unreasonably applied to avoid claims.
- If You make any claim knowing it to be false or fraudulent in any respect, no coverage shall exist for such claim, and Your benefit may be cancelled. Each cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.
- No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.
- This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, statement messages or electronic notification. The benefits described in this Guide will not apply to cardholders whose Accounts have been suspended or cancelled.
- Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefits for cardholders, and if they do, they will notify You at least thirty (30) days in advance. Indemnity Insurance Company of North America ("Provider") is the underwriter of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.
- After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of the payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.
- This benefit does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the provision of insurance, including, but not limited to, the payment of claims.

**For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-551-8472, or call collect outside the U.S. at 1-303-967-1096**