

# TD Business Solutions Credit Card

# Visa Guide to Benefits

## Overview



### Cell Phone Protection

Helps protect your phone from damage or theft when you pay your monthly cellular bill with your eligible TD Visa Signature® credit card.



### Added protection on purchases.

Purchase Security may be able to repair, replace, or reimburse you for items that were stolen or damaged.



### Ride easy.

Pay for most rental cars with your TD Business Credit Card you may be covered for auto rental collision damage waiver.



### Travel knowing we have your back.

Put your mind at ease when you are traveling and get help coordinating medical, legal, and travel services when you need them.

Your Guide to Benefit describes the benefit in effect as of 4/15/21. 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.

For questions about your account, balance, or rewards points please call the customer service number on your Visa Business card statement.





# Cellular Telephone Protection

Cell phones have become an everyday necessity for the average person, which means if Your cell phone is damaged or stolen, getting it repaired or replaced is not optional.

Cellular Telephone Protection provides coverage for damage to, theft of, or involuntary and accidental parting of Your cell phone. An involuntary and accidental parting is the unintended separation from Your cell phone when its location is known, but recovery is impractical to complete. This benefit is available if You are a valid cardholder of an eligible U.S. issued card enrolled in the Cellular Telephone Protection benefit and You charge Your monthly cellular wireless phone bills to Your eligible card for the billing cycle before the month in which the incident occurs. Eligible cell phones are the lines listed on Your most recent cellular wireless service provider's ("cell phone provider") monthly billing statement for the billing cycle prior to when the incident occurred.

## What is covered?

This benefit is supplemental coverage, which means that it will reimburse You for theft of, damage to or involuntary and accidental parting of Your cell phone not otherwise covered by another insurance policy (for example; cell phone insurance programs, or Your homeowner's, renter's, automobile, or employer's insurance policies).

Once all other insurance has been exhausted, Cellular Telephone Protection will provide coverage up to \$500.00 per claim less the fifty dollar (\$50.00) deductible, with a maximum of two (2) claims and \$1,000.00 per twelve (12) month period. If it is determined that Your cell phone requires replacement due to the theft of, damage to or an involuntary or accidental parting of the device, You will receive the replacement value subject to the fifty dollar (\$50.00) deductible and the benefit maximum. The replacement value is the lesser of Your cellular wireless service provider's suggested retail value of a similar model replacement cell phone or the actual cost to replace the cell phone.

If Your cell phone is repairable, You will receive an amount as determined by the diagnostic to repair the cell phone subject to the benefit maximum and fifty dollar (\$50.00) deductible.

**Note: Electronic issues, such as inability to charge, mechanical or battery failure, where there is no evidence of physical damage, are not covered under this program.**

## When does it apply?

Cellular Telephone Protection applies when You make Your monthly cellular wireless phone bill payment with Your eligible card. Coverage begins the first day of the calendar month following a payment of the cellular wireless phone bill.

If You fail to make a cellular wireless phone bill payment in a particular month, Your coverage will be suspended. Coverage will resume on the first day of the calendar month after the date of any future cellular wireless phone bill payment made with the eligible card.

**If Your cell phone is stolen as a result of criminal activity, You must file a police report.**

## What is not covered?

This benefit will not provide reimbursement for the following:

1. Cell phone accessories other than standard battery and/or standard antenna provided by the manufacturer
2. Cell phones purchased for resale
3. Cell phones that are lost or "mysteriously disappear," meaning that the phone vanished in an unexplained manner without evidence of a wrongful act by a person or persons
4. Cell phones under the care and control of a common carrier (including, but not limited to, the U.S. Postal Service, airplanes, or delivery service)
5. Cell phones stolen from baggage unless hand-carried and under Your personal supervision, or under supervision of Your traveling companion
6. Cell phones which have been rented, borrowed or are part of prepaid or "pay as you go" type plans
7. Cosmetic damage to the cell phone or damage that does not impact the cell phone's capabilities and functionalities
8. Damage or theft resulting from abuse, intentional acts, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion, or insurrection), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects
9. Damage or theft resulting from misdelivery or voluntary parting with the cell phone
10. Taxes, delivery and transportation charges, and any fees associated with the cellular wireless service provider
11. Losses caused by or resulting from a Cyber Incident

## How to File a Cellular Telephone Protection Claim

1. Within sixty (60) days of the date of the damage or theft, notify the Benefit Administrator at **1-866-894-8569 or outside the U.S. call collect at 1-303-967-1096**. The Benefit Administrator will ask You some preliminary questions and send You the appropriate claim form. **Please note, if You do not notify the Benefit Administrator within sixty (60) days after the damage or theft, Your claim may be denied.**
2. **Return the completed, signed claim form and the requested documentation below within ninety (90) days of the date of the damage or theft to the address provided by the Benefit Administrator.**

**For faster filing, or to learn more about Cellular Telephone Protection, visit [www.cardbenefitservices.com](http://www.cardbenefitservices.com)**

## Please submit the following documents

1. The completed signed claim form
2. A copy of Your cellular wireless service provider billing statement demonstrating that the entire monthly payment for the cellular wireless phone bill was made the month prior to the date of damage or theft and has been paid with the eligible card.
3. If Your cellular wireless service provider's billing statement doesn't show payment with the eligible card, a copy of Your card monthly billing statement that corresponds with the above cellular wireless phone monthly billing statement
4. A copy of the device summary page from Your cellular wireless phone bill or other sufficient proof of the claimed cell phone model linked to Your cell phone account.
5. If the claim is due to theft or criminal action, a copy of the police report filed within **forty-eight (48) hours of the event** is required.
6. Based on the details of the claim, the Benefits Administrator may request additional verification including:
  - An itemized repair estimate from an authorized cell phone repair facility
  - The damaged cell phone, for evaluation of its damage and/or
  - An itemized store receipt for the replacement cell phone
7. Documentation (if available) of any other claim settlement such as Your cellular wireless provider or manufacturer's insurance settlement (if applicable)
8. Any other documentation deemed necessary in the Benefits Administrator's sole discretion, to substantiate Your claim. All claims must be fully substantiated as to the time, place, cause, and purchase price of the cell phone.

**If the cell phone is damaged, do not discard it until the claim has been fully reviewed.**

## How will I be reimbursed?

Depending on the nature and circumstances of Your claim, the Benefit Administrator may choose to repair or replace Your cell phone or reimburse You for the lesser of:

- a) Up to \$500.00 less the fifty dollar (\$50.00) deductible; or
- b) The current cellular wireless service provider's suggested retail value of a similar model replacement cell phone, or the actual cost to replace it, whichever is lower (not including taxes, delivery and transportation charges or fees associated with the cellular wireless service provider), less Your fifty dollar (\$50.00) deductible.
- c) If Your cell phone is repairable, You will receive an amount as determined by the diagnostic to repair the cell phone less Your fifty dollar (\$50.00) deductible.

Under normal circumstances, reimbursement will take place within ten (10) business days of receipt and approval of Your claim form and all necessary documents.

## Definitions

**Computer Programs** means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

**Cyber Incident** means any of the following acts:

- (a) unauthorized access to or use of Your Digital Data or an Eligible Wireless Cellular Telephone;
- (b) alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, deletion, erasure, loss of use or destruction of Your Digital Data or an Eligible Wireless Cellular Telephone;
- (c) transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against Your Digital Data or an Eligible Wireless Cellular Telephone;
- (d) restriction or inhibition of access to or directed against Your Digital Data or an Eligible Wireless Cellular Telephone
- (e) computer errors, including human operating error or omission; power failure, surge, or diminution of electronic systems; or mistakes in legitimate electronic code or damage from code installed on an Eligible Wireless Cellular Telephone during the manufacturing process, upgrade process, or normal maintenance.

**Digital Data** means information, concepts, knowledge, facts, images, sounds, instructions, or Computer Programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. Digital Data shall include the capacity of an Eligible Wireless Cellular Telephone to store information, process information, and transmit information over the Internet.

**Eligible Cellular Wireless Telephones** are the lines listed on your most recent cellular wireless service provider's ("cell phone provider") monthly billing statement for the billing cycle prior to when the incident occurred.

**Eligible Person** means a cardholder who pays for their monthly cellular wireless phone bill with their eligible business credit card.

**You and Your** means an enrolled Cardholder who has charged their monthly cellular wireless phone bill to their covered business credit card.

## Additional Provisions for Cellular Telephone Protection

- 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 1-866-894-8569 or outside the U.S. call collect at 1-303-967-1096.**

**FORM #CELLPHONE – 2021 (04/21)**

**CP-I**



## Purchase Security/ Extended Protection

### Purchase Security

Life is full of surprises...some good surprises; and some, not so good.

For instance, Your son's brand new iPad got soaked, in a sudden rainstorm at summer camp. But, You bought the item with Your card so, You may be covered. Purchase Security protects new retail purchases made with Your eligible Account and/or rewards program associated with Your covered Account within the first ninety (90) days from the date of purchase. To be eligible for this coverage, You need to purchase either a portion or the entire cost of the item using Your Account.

At the Benefit Administrator's discretion, this benefit replaces, repairs, or reimburses You, up to the total purchase price of Your item for a maximum of ten thousand dollars (\$10,000.00) per claim and fifty thousand dollars (\$50,000.00), per cardholder, in the event of theft or damage.

You are eligible for this benefit if You are a cardholder of an eligible card issued in the United States.

Gifts purchased for friends and family members may also be covered if they are purchased with Your covered Account and/or rewards program associated with Your covered Account.

### Purchase Security covers

Eligible items of property purchased with Your Account and/or rewards program associated with Your covered Account are covered for theft or damage. Purchases made outside the United States are also covered as long as You purchased the item with Your covered Account and/or rewards program associated with Your covered Account.

### Purchase Security does *not* cover

- Animals and living plants
- Antiques or collectible items
- Boats, aircraft, automobiles, and any other motorized vehicles and their motors, equipment, or accessories, including trailers and other items towable or attachable to any motorized vehicle
- Broken items, unless the result of a covered occurrence
- Computer software
- Items purchased for resale
- Items that are lost, or that "mysteriously disappear," meaning they vanished in an unexplained manner, with no evidence of wrongdoing by one person or several
- Items under the control and care of a common carrier (including the U.S. Postal Service, airplanes, or a delivery service)
- Items in Your baggage (unless hand carried, or under Your supervision or that of a companion You know); includes jewelry and watches, among other things
- Theft or damage stemming from abuse, fraud, hostilities (war, invasion, rebellion, insurrection, terrorist activities, and more); confiscation by authorities (if contraband or illegal); normal wear and tear; flood, earthquake, radioactive contamination; damage from inherent product defects
- Theft or damage from misdelivery, or voluntarily parting with property
- Medical equipment
- Perishable or consumable items, including cosmetics, perfumes, rechargeable batteries, among others
- Real estate and items intended for real estate, including hard-wired and hard-plumbed items, garage doors and openers, ceiling fans, among other items
- Rented and leased items
- Traveler's checks, cash, tickets, credit or debit cards, among other negotiable purchased instruments
- Items used or pre-owned (Refurbished items will not be considered used or pre-owned as long as accompanied by a warranty)

- Losses caused by or resulting from a Cyber Incident

### Filing a Purchase Security claim

**Call the Benefit Administrator at 1-800-848-1943, or call collect outside the U.S. at 1-303-967-1096, within sixty (60) days of the damage or theft (if You wait longer, coverage may be denied).** The Benefit Administrator will ask for some preliminary claim information, answer Your questions and send You a claim form. When You submit Your claim, be sure to include all information regarding Your claim including the time, place, cause and the amount to either replace or repair the item.

If You have insurance (homeowner's, renter's, car, employer or any other), You are required to file a claim with Your insurance company and to submit a copy of any claim settlement from Your insurance company along with Your claim form. Purchase Security provides coverage on an "excess" coverage basis, meaning it does not duplicate coverage, but pays for a loss only after valid and collectible insurance or indemnity (including, but not limited to, homeowner's, renter's, automobile, or employer's insurance policies) has been exhausted. At that point, Purchase Security will cover the loss up to the amount charged to Your eligible Account, subject to the terms, exclusions, and limits of liability of the benefit.

This benefit also pays for the outstanding deductible portion of Your insurance or indemnity for eligible claims. The maximum total limit of liability is up to ten thousand dollars (\$10,000.00) per claim occurrence and fifty thousand dollars (\$50,000.00) per cardholder. You will receive no more than the purchase price as recorded on the eligible card receipt.

When a protected item is part of a pair or set, You will receive no more than the value (as described above) of the particular part or parts, stolen or damaged, regardless of any special value that item may have as part of such a pair or set, and no more than the proportionate part of an aggregate purchase price of such pair or set.

**For faster filing, or to learn more about Purchase Security, visit [www.cardbenefitservices.com](http://www.cardbenefitservices.com)**

Gift recipients may file their own claims, if they have the necessary substantiating documents.

### Please submit the following documents:

- Your signed and completed claim form
- 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 programs 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 store receipt demonstrating that the purchase was made on Your eligible Account and/or rewards program associated with Your covered Account
- Copy of the documentation of any other settlement of the loss (if applicable)
- If the item is repairable, the estimate of repair OR a copy of the paid receipt/invoice for the repairs, indicating the type of damage to the claimed item (if applicable)
- Copy of the police report (**made within forty-eight (48) hours of the occurrence in the case of theft**), fire report or incident report to substantiate the loss. If the loss was not reported, please provide a replacement receipt or other sufficient proof of loss deemed eligible solely by Your Benefits Specialist (if applicable)
- Any other documents necessary to substantiate Your claim

In some cases of damage, You will be asked to send, **at Your expense**, the damaged item along with Your claim in order to substantiate the claim, so make sure to keep the damaged item in Your possession.

PLEASE NOTE: Your maximum recovery under the Purchase Security Benefit is the purchase price of the item, not to exceed the coverage limit.

**Please return Your signed and completed form with all documentation within ninety (90) days of the date of theft or damage.**

### How will I be reimbursed?

Once You've met the conditions of this benefit, the Benefit Administrator will resolve Your claim in one of two ways:

- A damaged item may be repaired, rebuilt, or replaced, while a stolen item will be replaced. Typically, You will receive notice about this decision within fifteen (15) days upon receipt of Your claim documentation.
- You may receive payment to replace Your item, an amount not more than the original purchase price, less shipping and handling charges, up to ten thousand dollars (\$10,000.00) per claim and fifty thousand dollars (\$50,000.00) per cardholder. You will only be reimbursed up to the dollar amount to replace or repair the item or the program limit, whichever is less. Under normal circumstances, reimbursement will take place within five (5) business days.

### 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 **1-800-848-1943 or call collect outside the U.S. at 1-303-967-1096**. You can also register Your purchase online at [www.cardbenefitservices.com](http://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.

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
- 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)
- Losses caused by or resulting from a Cyber Incident

#### Filing an Extended Protection claim

To file a claim, call the Benefit Administrator at **1-800-848-1943 (or call collect outside the U.S., at 1-303-967-1096)**, immediately after the failure of Your covered item. **Please note that 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](http://www.cardbenefitservices.com)**

#### How will I 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 for Purchase Security and Extended Protection

**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 program associated with their covered Account.

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

Please see "**Definitions Related to Cyber Incidents**" for additional definitions that apply to this benefit.

Please see "**General Provisions**" for provisions which apply to this benefit.

**For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-848-1943, or call collect outside the U.S. at 1-303-967-1096.**

**FORM #PSEPBUSINESSv1 – 2021 (04/21)**

**PSEP-B**



## 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 thirty-one (31) consecutive days are 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 or if You are authorized by Your company to rent an eligible vehicle using the company's eligible Account, as long the rental is purchased entirely with the Account. Only You, as the primary renter of the vehicle, 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 the Rental Vehicle is for commercial and/or business purposes, Auto Rental Collision Damage Waiver benefit acts as primary coverage, and You may be reimbursed for up to the actual cash value of the vehicle.

If the Rental Vehicle is for personal reasons, this benefit is secondary coverage, supplemental to Your personal automobile insurance, meaning You may only be reimbursed for the amount of Your personal insurance deductible or other charges, including valid administrative and loss-of-use charges not covered under Your personal insurance policy. If You are renting outside Your country of residence, or if You do not have automobile insurance, Auto Rental Collision Damage Waiver acts as primary coverage.

#### 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.**

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

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.

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 thirty-one (31) consecutive days
- 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 the 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
- Losses caused by or resulting from a Cyber Incident

#### \*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 four [4] digits of the Account number) demonstrating that the entire rental transaction was made on Your eligible Account.
- If the rental was for personal use, 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.
- If the rental was for personal use, 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.

Please see "**Definitions Related to Cyber Incidents**" for additional definitions that apply to this benefit.

Please see "**General Provisions**" for provisions which apply to this benefit.

**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 #BCDW01 – 2021 (04/21)**

**ARCDW-B**



## 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. You, Your Immediate Family Members and business associates 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, their Immediate Family Members or business associates. 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 Immediate Family Members or business

associates 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.

**Immediate Family Member** means Your Spouse or dependent children under twenty-two (22) years old.

**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.**

FORM #TEASB – 2017 (Stand 04/17)

TEAS-B

#### Definitions Related to Cyber Incidents: The following language applies to Auto Rental Collision Damage Waiver, Extended Protection, and Purchase Security:

**Computer Programs** means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

**Cyber Incident** means any of the following acts:

- (a) unauthorized access to or use of Your Digital Data or a Rental Vehicle or a Covered Purchase;
- (b) alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, deletion, erasure, loss of use or destruction of Your Digital Data or a Rental Vehicle or a Covered Purchase;
- (c) transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against Your Digital Data or a Rental Vehicle or a Covered Purchase;
- (d) restriction or inhibition of access to or directed against Your Digital Data or a Rental Vehicle or a Covered Purchase;
- (e) computer errors, including human operating error or omission; power failure, surge, or diminution of electronic systems; or mistakes in legitimate electronic code or damage from code installed on a Rental Vehicle or a Covered Purchase during the manufacturing process, upgrade process, or normal maintenance.

**Digital Data** means information, concepts, knowledge, facts, images, sounds, instructions, or Computer Programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. Digital Data shall include the capacity of a Rental Vehicle or a Covered Purchase to store information, process information, and transmit information over the Internet.

#### General Provisions: Applies to ALL Benefits except for Travel and Emergency Assistance Services:

- 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 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.

