



 **Texas Capital Bank**

*Visa Commercial Card  
Guide to Benefits*

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**Travel and Emergency Assistance Services**

*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.

FORM #TEAS – 2017 (Stand 04/17) TEAS-CG

**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**

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 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 as 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 or 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.**

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

\*(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

### **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 notifications. 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.

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**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.**

## Lost Luggage Reimbursement

Fortunately, Lost Luggage Reimbursement is here to help. With Lost Luggage Reimbursement, You can be reimbursed for the difference between the “value of the amount claimed” and the Common Carrier’s payment up to three thousand dollars (\$3,000.00) per Covered Trip (for New York residents, coverage is limited to two thousand dollars (\$2,000.00) per bag), provided the Checked Luggage and/or Carry-on Baggage and/or its contents was lost due to theft or misdirection by the Common Carrier. “Value of the amount claimed” is the lesser of the following three amounts: the original purchase price of the item(s), the actual cash value of the item(s) at the time of theft or misdirection (with appropriate deduction for depreciation), and the cost to replace the item(s).

You and Your Immediate Family Members are all eligible for this benefit when You take a Covered Trip and pay for the cost of Your Common Carrier tickets with Your eligible card issued in the United States and/or rewards program associated with Your covered Account. To be eligible for coverage, You must purchase a portion or the entire cost of the Covered Trip with Your covered Account and/or rewards program associated with Your covered Account. Only Your Checked Luggage and/or Carry-On Baggage and/or its contents are covered.

This benefit is supplemental to and excess of any collectible insurance and/or collectible reimbursement from any other source. The Benefit Administrator will refund the excess amount once all other reimbursement has been exhausted up to the limit of liability.

**Please Note:** You must take all reasonable means to protect, save and/or recover Your Checked Luggage and/or Carry-on Baggage and/or its contents at all times.

### **What is not covered?**

Luggage Reimbursement does not apply to loss or theft of the following items:

- Automobiles, automobile accessories and/or equipment, motorcycles, motors, bicycles (except when checked with the Common Carrier), boats, or other vehicles or conveyances
- Contact lenses, eyeglasses, sunglasses, hearing aids, artificial teeth, dental bridges, and prosthetic limbs
- Money, securities, credit or debit cards, checks, and travelers’ checks
- Tickets, documents (travel or otherwise), keys, coins, deeds, bullion, stamps, perishables, consumables, perfume, cosmetics, rugs and carpets, animals, cameras, sporting equipment, and household furniture
- Property shipped as freight or shipped prior to the Covered Trip departure date
- Items specifically identified or described in and insured under any other insurance policy
- Losses arising from confiscation or expropriation by any government or public authority or detention by customs or other officials

- Losses resulting from abuse, fraud, hostilities or any kind (including, but not limited to, war, invasion, rebellion, or insurrection)
- Business items (items that are used in the purchase, sale, production, promotion, or distribution of goods or services including but not limited to, manuals, computers and their accessories, software, data, facsimile, samples, collateral materials, etc.), cellular telephones, or art objects

### **How to file a Lost Luggage Reimbursement claim**

Immediately notify the Common Carrier to begin their claims process if Your luggage and/or its contents are lost or stolen.

Within twenty (20) days of the date Your luggage is lost or stolen, and You have notified the Common Carrier and begun their claims process, call the Benefit Administrator at 1-800-757-1274, or call collect outside the U.S. at 1-804-673-6496. The Benefit Administrator will ask You for some preliminary claim information and send You a special claim form. **If You do not notify the Benefit Administrator within twenty (20) days of the date the luggage was lost or stolen, Your claim may be denied.**

Within ninety (90) days of the date Your luggage was lost or stolen, return Your claim form and the requested documentation below to the address provided by the Benefit Administrator:

- A copy of Your monthly billing statement or the travel itinerary (showing the last four [4] digits of the Account number) confirming a portion of the Common Carrier ticket was charged to the covered 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 ticketing by the Common Carrier, including but not limited to itinerary, boarding pass, or used ticket stub
- A copy of any check, settlement, denial or explanation of coverage issued by the Common Carrier together with a copy of the Common Carrier's completed claim form, a list of the items lost and their value, and a copy of the luggage claim check (if applicable)
- A copy of Your insurance policy's Declarations Page (if applicable) to confirm Your deductible. Declarations Page means the document(s) in Your insurance policy that lists names, coverages, limits, effective dates and deductibles.
- A copy of any settlement of the loss or theft from Your primary insurance.
- Any other documentation deemed necessary by the Benefit Administrator to substantiate the loss or theft

For faster filing or to learn more about Lost Luggage Reimbursement visit [www.eclaimsline.com](http://www.eclaimsline.com)

If You have personal insurance (i.e., homeowner's, renter's, or other insurance applicable to

the lost or stolen luggage or contents), You are required to file a claim with Your insurance company and submit a copy of any claim settlement along with Your completed claim form.

If the claim amount is within Your personal insurance deductible, the Benefit Administrator may, at its discretion, deem a copy of Your personal insurance Declarations Page to be sufficient.

### **Transference of claims**

After the Benefit Administrator has paid Your claim of loss or theft under this reimbursement benefit, all Your rights and remedies against any party in respect of this loss or damage 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.

### **Definitions**

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

**Carry-on Baggage** means the baggage which You personally carry onto the Common Carrier and for which You retain responsibility.

**Checked Luggage** means suitcases or other containers specifically designed for carrying personal belongings, for which a claim check has been issued to You by a Common Carrier.

**Common Carrier** means any land, water, or air conveyance operated under a license for the transportation of passengers for hire and for which a ticket must be purchased prior to commencing travel. Common Carrier does not include taxis, limousine services, or commuter rail or commuter bus lines.

**Covered Trip** means a trip while the Eligible Person is riding on a Common Carrier as a passenger and not as a pilot, operator or crew member, for which the expense has been charged to Your eligible Account and/or rewards programs associated with Your covered Account, and which is not less than five (5) consecutive days but does not exceed sixty (60) consecutive days in duration.

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

**Immediate Family Member** means Your Spouse or legally dependent children under age eighteen (18), [twenty-five (25) if enrolled as a full-time student at an accredited university].

**Spouse** includes Your domestic partner which is a person who is at least eighteen (18) years of age and who during the last twelve months: 1) has been in a committed relationship with the cardholder; (2) has been the cardholder's sole spousal equivalent; (3) has resided in the same household as the cardholder; and (4) has been jointly responsible with the cardholder for each other's financial obligations and who intends to continue the relationship as stated above indefinitely.

**You or Your** means an Eligible Person or Your Immediate Family Members who charged a portion of their Covered Trip to Your eligible Account and/or rewards program associated with Your covered Account.

### Additional provisions for Lost Luggage Reimbursement

- 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 notifications. 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.

FORM #LUGOPT – 2016 (04/17) LL-3/5-O

For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-757-1274, or call collect outside the U.S. at 1-804-673-6496.

### Baggage Delay Reimbursement

Baggage Delay Reimbursement can provide reimbursement for essential items You may need, while on a Covered Trip and at a destination other than Your location of permanent residence. The maximum benefit is one hundred dollars (\$100.00) per day up to a maximum of three (3) days or a total of three hundred dollars (\$300.00).

These maximums apply to You and to each of Your Immediate Family Members whose ticket was purchased with Your covered Account and/or rewards programs associated with Your covered Account.

#### When does it apply?

The Baggage Delay Reimbursement benefit applies if Your Checked Baggage and the personal property contained therein is delayed or misdirected by the Common Carrier for more than four (4) hours from the time You have arrived at the destination printed on Your ticket. To be eligible for this coverage, You need to purchase either a portion or the entire cost of the Covered Trip with Your Account and/or rewards programs associated with Your covered Account.

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

This benefit is supplemental to and excess of any valid and collectible insurance or other reimbursement. This benefit will reimburse the excess amount once all other reimbursement has been exhausted up to the limit of liability.

#### What items are not covered?

- Business Items, cellular telephones, or art objects
- Contact lenses, eyeglasses, sunglasses, hearing aids, artificial teeth, dental bridges, and prosthetic limbs
- Items not contained in delayed Checked Baggage
- Loss resulting from abuse, fraud, or hostilities of any kind (including but not limited to, war, invasion, rebellion, or insurrection)
- Losses arising from confiscation or expropriation by any government or public authority or detention by customs or other officials
- Money, securities, credit or debit cards, checks, and travelers checks
- Property shipped as freight or shipped prior to the Covered Trip departure date
- Tickets, documents (travel or otherwise), keys, coins, deeds, bullion, stamps, rugs and carpets, animals, cameras, electronic equipment, sporting equipment, and household furniture



### **How to File a Baggage Delay Reimbursement Claim**

After Your Checked Baggage has been delayed for more than four (4) hours, You should immediately notify the Common Carrier to begin the Common Carrier's claim process.

1. Notify the Benefits Administrator within twenty (20) days of the date Your Checked Baggage was delayed while on a Covered Trip at 1-877-257-8152, or call collect outside the U.S. at 1-804-281-5790. The Benefits Administrator will answer Your questions and send You a claim form.
2. Return the completed claim form and the requested documentation below within ninety (90) days from the date the Checked Baggage was delayed to the address provided by the Benefit Administrator.

### **Please submit the following documents:**

- The completed signed claim form
- A copy of Your monthly billing statement or the travel itinerary (showing the last four (4) digits of the Account number) confirming the Common Carrier ticket was charged to the covered 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
- Proof of ticketing by the Common Carrier, including, but not limited to, itinerary, boarding pass, or used ticket stub
- A copy of the check, settlement, denial, or explanation of coverage issued by the Common Carrier together with a copy of the Common Carrier's completed claim form, and a copy of the Checked Baggage claim check
- Receipts for essential items purchased while baggage was delayed
- A copy of Your insurance declaration page or documentation of settlement of the delay (if applicable)
- Any other documentation deemed necessary by the Benefit Administrator to substantiate the claim

For faster filing or to learn more about Baggage Delay Reimbursement visit [www.eclaimslines.com](http://www.eclaimslines.com)

### **Definitions**

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

**Business Items** means items that are used in the purchase, sale, production, promotion, or distribution of goods or services (including, but not limited to, manuals, computers and their accessories, software, data, facsimile, samples, collateral materials, etc.).

**Checked Baggage** means suitcases or other containers specifically designed for carrying personal belongings, for which a claim check has been issued to You by a Common Carrier.

**Common Carrier** means any mode of transportation by land, water or air operating under a

license for the transportation of passengers for hire and for which a ticket must be purchased prior to travel. Does not include taxi, limousine service, commuter rail or commuter bus lines.

**Covered Trip** means a Trip (a) while the eligible cardholder is riding on a Common Carrier as a passenger and not as a pilot, operator, or crew member; (b) charged to Your eligible Account and/or with rewards programs earned on Your covered Account; and (c) that begins and ends at the places designated on the ticket purchased for the Trip.

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

**Immediate Family Member** means Your Spouse or legally dependent children under age eighteen (18) [twenty-five (25) if enrolled as a full-time student at an accredited university].

**Spouse** means domestic partner which is a person who is at least 18 years of age and who during the last twelve months: 1) has been in a committed relationship with the cardholder; (2) has been the cardholder's sole spousal equivalent; (3) has resided in the same household as the cardholder; and (4) has been jointly responsible with the cardholder for each other's financial obligations and who intends to continue the relationship as stated above indefinitely.

**You or Your** means an Eligible Person or Your Immediate Family Members who charged their Covered Trip to Your eligible Account and/or rewards programs associated with Your covered Account.

### **Additional Provisions for Baggage Delay Reimbursement**

- 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.

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**For more information about the benefit described in this guide, call the Benefit Administrator at 1-877-257-8152, or call collect outside the U.S. at 1-804-281-5790.**

## Travel Accident Insurance

### The Plan

As an eligible credit cardholder\*, you, your spouse and unmarried dependent children and any authorized users of the account registered with a participating institution will be automatically insured against accidental loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any licensed common carrier, provided the entire cost of the passenger fare(s), less redeemable certificates, vouchers or coupons, has been debited from your debit card account or charged to your credit card account. If the entire cost of the passenger fare has been debited from your debit card account or charged to your credit card account prior to departure for the airport, terminal or station, coverage is also provided for common carrier travel (including taxi, bus, train or airport limousine, including courtesy transportation); immediately, a) preceding your departure, directly to the airport, terminal or station b) while at the airport, terminal or station, and c) immediately following your arrival at the airport, terminal or station of your destination. If the entire cost of the passenger fare has not been debited or charged prior to your arrival at the airport, terminal or station, coverage begins at the time the entire cost of the travel passenger fare is debited from your debit card account or charged to your credit card account.

### Eligibility

This travel insurance plan is provided to debit card or credit card account holders automatically when the entire cost of the passenger fare(s) are debited from your debit card account or charged to your credit card account while the insurance is effective. It is not necessary for you to notify the participating institution, the administrator or the Company when tickets are purchased.

### The Cost

This travel insurance plan is provided at no additional cost to eligible debit card or credit card holders of the participating institution. The Policyholder pays the account holders premium out of the annual revenues generated from the debit or credit card.

### Beneficiary

The Loss of Life benefit will be paid to the beneficiary designated by the insured. If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order: a) the Insured’s spouse, b) the Insured’s children, c) the Insured’s parents, d) the Insured’s brothers and sisters, e) the Insured’s estate. All other indemnities will be paid to the Insured.

### The Benefits

The full Benefit Amount of \$500,000 is payable for accidental loss of life, two or more members, sight of both eyes, speech and hearing or any combination thereof. One half of the Benefit Amount is payable for accidental loss of: one member, sight of one eye, speech or hearing. “Member” means hand or foot. One quarter of the Benefit Amount is payable

for the accidental loss of the thumb and index finger of the same hand. The loss must occur within one year of the accident. The Company will pay the single largest applicable Benefit Amount. In no event will duplicate request forms or multiple charge cards obligate the Company in excess of the stated Benefit Amounts for any one loss sustained by any one individual insured as the result of any one accident.

### **Definitions**

**Accident or Accidental** means a sudden, unforeseen and unexpected event happening by chance.

**Accidental Bodily Injury(ies)** means bodily injury which is Accidental, is the direct source of a Loss, is independent of disease, illness or other cause and occurs while this policy is in force.

**Benefit Amount** means the Loss amount applicable at the time the entire cost of the passenger fare is debited from your debit card account or charged to your credit card account.

**Common Carrier** means any land, water or air conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire.

**Company** means the Federal Insurance Company.

**Dependent Child(ren)** means those children, including adopted children and children placed for adoption, who are primarily dependent upon the Insured Person for maintenance and support and who are: 1) under the age of nineteen (19) and reside with the Insured Person; or 2) beyond the age of nineteen (19), permanently mentally or physically challenged, and incapable of self support; or 3) under the age of twenty-five (25) and classified as a full-time student at an institute of higher learning.

**Insured Person** means the individual or entity to whom the Policyholder has issued an Account, as well as authorized users of the Account registered with the Policyholder.

**Insured Person** also means the Insured Person's spouse and Dependent Children.

**Loss of Foot** means the complete severance through or above the ankle joint. We will consider it a Loss of Foot even if the foot is later reattached.

**Loss of Hand** means complete severance through or above the knuckle joints of at least 4 fingers on the same hand or at least 3 fingers and the thumb on the same hand. We will consider it a Loss of Hand even if the fingers and/or thumb are later reattached.

**Loss of Hearing** means the permanent and irrecoverable Loss of Hearing in both ears, as determined by a Physician.

**Loss of Life** means death, including clinical death determined by the local governing medical authorities.

**Loss of Sight of an Eye** means the permanent loss of vision in one eye. Remaining vision must be no better than 20/200 using a corrective aid or device as determined by a Physician.

**Loss of Speech** means the permanent and irrecoverable total loss of the capability of speech without the aid of mechanical devices, as determined by a Physician.

**Loss of Thumb and Index Finger** means complete severance through or above the knuckle joints of the thumb and index finger of the same hand. We will consider it a Loss of Thumb and Index Finger even if one or both are later reattached.

**Physician** means a person who is licensed as a medical doctor or a doctor of osteopathy by the laws of the jurisdiction in which treatment is given and who is qualified to provide the medical treatment. A Physician does not include a family member of the Insured Person, a social worker, a physical therapist or an intern.

**Policyholder** means Financial Institution Benefit Association Trust. War means: 1) hostilities following a declaration of War by a governmental authority; 2) if there is no declaration of War, then armed, open and continuous hostilities between two countries; or 3) armed, open and continuous hostilities between two factions, each in control of territory, or claiming jurisdiction over the site of the area of hostility.

### **Exclusions**

This insurance does not cover loss resulting from: 1) an Insured's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection (except bacterial infection caused by an accident or from accidental consumption of a substance contaminated by bacteria), or bodily malfunctions; 2) suicide, attempted suicide or intentionally self inflicted injuries; 3) declared or undeclared war, but war does not include acts of terrorism; 4) travel between the Insured Person's residence and regular place of employment. 5) any Insured Person while acting or training as a pilot or crew member, but this exclusion does not apply to passenger who temporarily perform pilot or crew functions in a life threatening emergency; 6) This insurance does not apply to an Accident occurring while an Insured Person is in, entering, or exiting any aircraft owned, leased or operated by the Policyholder or any aircraft owned, leased or operated by an employee of the Policyholder on behalf of the Policyholder. This exclusion does not apply to aircraft chartered with pilot or crew on a one time charter basis.

### **Maximum Limit of Insurance**

In the event of multiple Accidental deaths per Account arising from any one Accident, the Company's liability for all such Losses will be limited to a Maximum Limit of Insurance equal to one times the applicable Benefit Amount for Loss of Life. Benefits will be proportionately divided among the Insured Persons up to the Maximum Limit of Insurance.

### **Claim Notice**

Written claim notice must be given to the Company within 20 days after the occurrence of any loss covered by this policy or as soon as reasonably possible. Failure to give notice within 20 days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

### **Claim Forms**

When the Company receives notice of a claim, the Company will send you forms for giving proof of loss to us within 15 days. If you do not receive the forms, you should send the Company a written description of the loss.

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**Claim Proof of Loss**

For all claims, complete proof of loss must be given to us within 90 days after the date of loss, or as soon as reasonably possible. Failure to give complete proof of loss within these time frames will not invalidate any otherwise valid claim if notice is given as soon as reasonably possible and in no event later than 1 year after the deadline to submit complete proof of loss. CLAIM PAYMENT: For all benefits, the Company will pay you or your beneficiary the applicable benefit amount within 60 days after complete proof of loss is received and if you, the Policyholder and/or the beneficiary have complied with all the terms of this policy.

**Effective Date**

This insurance is effective on the date that you become an eligible debit card or credit card account holder; and will cease on the date the Master Policy 6404-43-01 is terminated or on the date your debit card or credit card account ceases to be in good standing, whichever occurs first.

**How To File A Claim**

To obtain a claim form contact the Claim Administrator, Broadspire, a Crawford Company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Broadspire, a Crawford Company, P.O. Box 459084 Sunrise, FL 33345. Phone Number - 855-307-9250. Fax Number - 855-830-3728.

**Fraud Warning**

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, which is a crime. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the Insured Person.

This information is a brief description of the important features of this insurance plan. It is not an insurance contract. Insurance benefits are underwritten by Federal Insurance Company. Coverage may not be available in all states or certain terms may be different where required by state law. Chubb NA is the U.S.-based operating division of the Chubb Group of Companies, headed by Chubb Ltd. (NYSE:CB) Insurance products and services are provided by Chubb Insurance underwriting companies and not by the parent company itself.

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