

# Capital One® Spark Business ENHANCED VISA SIGNATURE BUSINESS® GUIDE TO BENEFITS

Your Guide to Benefits describes the benefits in effect as of 9/1/18. 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 more information about the benefits described in this guide, call the Benefit Administrator at 1-800-397-9010, or call collect outside the U.S. at 303-967-1093.

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

With Visa Signature Business®, you can enjoy the strength, recognition, and acceptance of the Visa® brand—with special perks and benefits in addition to the rewards you already earn.

- You'll enjoy instant access to dozens of perks like preferred seating at popular sports, music, film, and theater events, travel packages and savings, and dining perks. Plus enjoy complimentary 24-hour concierge\* service, shopping savings, and special offers from your favorite retailers.
- You're also entitled to security and convenience benefits like Purchase Security and Extended Protection, Roadside Dispatch®, Travel and Emergency Assistance Services, Auto Rental Collision Damage Waiver, Lost Luggage Reimbursement, and Travel Accident Insurance.

Look inside for additional information on Visa Signature Business card perks and benefits.

*\*Cardholders are responsible for the cost of any goods and services purchased by the Visa Signature Concierge on cardholder's behalf.*

## TABLE OF CONTENTS

|                                                |       |
|------------------------------------------------|-------|
| Summary of Benefits.....                       | 1     |
| Concierge.....                                 | 1-2   |
| Purchase Security and Extended Protection..... | 2-4   |
| Cell Phone Protection.....                     | 4-5   |
| Price Protection.....                          | 5-6   |
| Travel and Emergency Assistance Services.....  | 6-7   |
| Ride Share Protection.....                     | 7-9   |
| Auto Rental Collision Damage Waiver.....       | 9-11  |
| Baggage Delay Reimbursement.....               | 11-12 |
| Lost Luggage Reimbursement.....                | 12-13 |
| Trip Cancellation.....                         | 14-16 |
| Travel Accident Insurance.....                 | 16-17 |

## PRESENTING YOUR VISA SIGNATURE BUSINESS PERKS AND BENEFITS\*

- **Travel** — Enjoy premium benefits at a collection of over 900 of the world's finest properties with the Visa Signature Luxury Hotel Collection.
- **Roadside Dispatch** — Get convenient towing and locksmith referral services in the United States and Canada, available 24 hours a day, 7 days a week. 1-800-VISA-TOW connects you to the Roadside Dispatch service.
- **Fine Wine & Food** — Indulge your passion for everything gourmet with special dining and wine experiences. Attend dining events, plus enjoy complimentary wine tastings and discounts at Sonoma County wineries.
- **Shopping** — Enjoy discounts and special offers at premium retailers, from jewelry to apparel and electronics.
- **Emergency Card Replacement and Emergency Cash Disbursement** — This efficient, 24x7x365 worldwide service allows you to quickly and

easily get a replacement Visa Signature Business card sent to you and/or receive emergency cash at a convenient location.

- **Lost/Stolen Card Reporting** — This 24x7x365 worldwide service saves you valuable time if you need to report a lost or stolen Visa Signature Business card.
- **Visa Signature Concierge** — Save time and make your life easier with the complimentary Visa Signature Concierge service. Just call anytime, 24 hours a day. The Visa Signature Concierge service can help you find tickets to the top sports and entertainment events, book travel, make dinner reservations, and even help you find the perfect gift. To use the Visa Signature Concierge service, call (800) 953-7392. For calls outside the United States, call us collect at (630) 350-4551.
- **Purchase Security and Extended Protection** — Will replace, repair, or reimburse you for eligible items of personal property up to \$10,000 per claim for ninety (90) days from the date of purchase in the event of theft or damage. Extended Protection doubles the time period of the original manufacturer's written U.S. repair warranty up to one (1) full year on warranties of three (3) years or less when you purchase an item entirely with your eligible Visa Signature Business card.
- **Cell Phone Protection** — When you pay your monthly wireless bill with your eligible Visa Signature Business card, your cell phone is protected for the next calendar month if your cell phone is stolen or damaged (\$50 deductible).
- **Price Protection** — The Price Protection benefit helps you save money on many products you buy entirely with an eligible Visa Signature Business card.
- **Travel and Emergency Assistance Services** — Get help coordinating medical, legal, and travel services while you're away from home.
- **Ride Share Protection** — Now you are protected when traveling in a Rideshare vehicle, such as Uber® or Lyft®, when you pay for a portion or the entire amount of your fare with your covered Visa Signature Business card. Benefits include reimbursement for personal property that is lost or damaged, accident medical expense reimbursement and travel accident insurance coverage.
- **Auto Rental Collision Damage Waiver** — Receive primary coverage, at no additional cost, for damage due to collision or theft. Just charge your entire rental transaction to your eligible Visa Signature Business card and decline the rental company's collision damage waiver.
- **Baggage Delay Reimbursement** — If your checked baggage is delayed or misdirected for more than four hours, you can be reimbursed for essential items you purchase (\$100 per day for three days maximum). Simply charge your travel tickets to your covered Visa Signature Business card.
- **Lost Luggage Reimbursement** — Feel confident knowing your checked or carry-on luggage is covered up to \$3,000 if lost or stolen when you charge your entire common carrier ticket to your eligible Visa Signature Business card.
- **Trip Cancellation** — Prepare for the unexpected when you purchase travel with your covered Visa Signature Business card. Your non-refundable fare is covered in case of Trip Interruption or Cancellation due to serious illness of you or an immediate family member.
- **Travel Accident Insurance** — Receive coverage for common carrier accidental death or dismemberment, at no extra cost, when you charge your entire travel fare to your eligible Visa Signature Business card.

*\*Certain restrictions, limitations, and exclusions apply. For questions or assistance 24 hours a day, 365 days a year: call the toll-free number on the back of your Visa Signature Business card.*

## VISA SIGNATURE CONCIERGE

Your complimentary Visa Signature® Concierge\* service is available 24 hours a day to help you find tickets to entertain clients, arrange lunch meetings, or provide ground transportation. Call (800) 953-7392 to set up a concierge profile with airline, hotel and car rental loyalty numbers so that your profile is set up and ready for when you need assistance with business travel.

- Whether your business travels take you across the country or around the world, Visa Signature Concierge\* service can help take care of it.
- Last minute client meeting come-up? Call your complimentary Visa Signature Concierge\* service to find a hotel that suits you.
- You have a big event coming up, and you need help planning it. Don't worry...give us a call.

## Disclosures:

\* You are responsible for the payment of any and all charges associated with any goods, services, reservations or bookings purchased or arranged by the Visa Signature Concierge on your behalf. Any such purchases or arrangements are solely between you and the respective merchant, and Visa is not a party to the transaction. All goods and services subject to availability. See full terms of service at [visasignatureconcierge.com](http://visasignatureconcierge.com).

## PURCHASE SECURITY AND 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 programs 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 and/or rewards program associated with Your covered 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)

## Filing a Purchase Security claim

**Call the Benefit Administrator at 1-800-397-9010, or call collect outside the U.S. at 1-303-967-1093, 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 programs 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)
- A copy of a police report (in the case of theft), fire report, or other incident report **made within forty-eight [48] hours or as soon as reasonably possible of the occurrence.** All losses must be substantiated. If the loss was not reported, please contact the Benefit Administrator to determine if there may be other documentation that can be provided to determine your eligibility for Purchase Protection
- 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 **1-800-397-9010** or **call collect outside the U.S. at 1-303-967-1093**. 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)

### **Filing an Extended Protection claim**

To file a claim, call the **Benefit Administrator at 1-800-397-9010** (or **call collect outside the U.S., at 1-303-967-1093**), 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**

**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 purchase their item to their eligible Account and/or with rewards program associated with their covered Account.

### **Additional provisions for Purchase Security and Extended Protection**

- Signed or pinned transactions are covered as long as You use Your eligible card to secure the transaction.
- You shall do all things reasonable to avoid or diminish any loss covered by this benefit. This provision will not be unreasonably applied to avoid claims.
- If You make any claim knowing it to be false or fraudulent in any respect, no coverage shall exist for such claim, and Your benefit may be cancelled. Each cardholder agrees that representations regarding

claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.

- No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.
- This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, statement messages or electronic notification. The benefits described in this Guide will not apply to cardholders whose Accounts have been suspended or cancelled.
- Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefits for cardholders, and if they do, they will notify You at least thirty (30) days in advance. Indemnity Insurance Company of North America ("Provider") is the underwriter of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.
- After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of the payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.
- This benefit does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the provision of insurance, including, but not limited to, the payment of claims.

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**For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-397-9010, or call collect outside the U.S. at 1-303-967-1093.**

## CELLULAR TELEPHONE PROTECTION

### Benefit Information

#### **What is Cell Phone Protection?**

Subject to the terms and conditions provided in this Guide to Benefit, Cellular Telephone Protection will reimburse the eligible Cardholder (the "Cardholder", also referred to as "You" or "Your") for damage to, theft of, or involuntary and accidental parting of Eligible Cellular Wireless Telephones. Eligible Cellular Wireless Telephones are the lines listed on Your most recent cellular provider's monthly billing statement for the billing cycle prior to when the incident occurred. Cellular Telephone Protection is subject to a **fifty (\$50.00) dollar deductible per claim** and a maximum of **three (3) claims per twelve (12) month period**. The maximum benefit limit is **six hundred (\$600.00) dollars per claim and eighteen hundred (\$1,800.00) dollars per twelve (12) month period**.

### Coverage Information

#### **Who is eligible for this protection?**

To be eligible for Cellular Telephone Protection, You must be a valid Cardholder of an eligible U.S.-issued Capital One Spark Business Enhanced Visa Signature Business card and charge Your monthly cellular wireless telephone bills to Your eligible card. Following the program effective date set forth above, Your cellular telephone protection begins the day following your cellular wireless telephone bill payment and remains in effect until the last day of the calendar month following the payment. Coverage is suspended if no payment is made on your eligible card.

#### **What type of protection is this?**

Cellular telephone protection is supplemental to, and excess of, valid and collectible insurance or indemnity (including, but not limited to, cellular wireless telephone insurance programs, homeowner's, renter's, automobile, or employer's insurance policies).

After all insurance or indemnity has been exhausted, cellular telephone protection will cover the damage to, theft of, or involuntary and accidental parting with the Cellular Wireless Telephone up to **six hundred (\$600.00) dollars per claim**, subject to the terms, conditions, exclusions, and limits of liability of this benefit as well as the **fifty (\$50.00) dollar deductible**. The maximum limit of liability is **six hundred (\$600.00) dollars per claim**

**occurrence, and eighteen hundred (\$1,800.00) dollars per twelve (12) month period**. Involuntary and accidental parting with property means the unintended separation from an item of personal property in which the item's location is known but recovery is impractical to complete.

You will receive no more than the purchase price less your **fifty (\$50.00) dollar deductible** as recorded on Your submitted receipt.

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

- Cellular wireless telephone accessories other than standard battery and/or standard antenna provided by the manufacturer.
- Cellular wireless telephone purchased for resale.
- Cellular wireless telephones that are lost or "mysteriously disappear." "Mysterious disappearance" means the vanishing of an item in an unexplained manner where there is absence of evidence of a wrongful act by a person or persons.
- Cellular wireless telephone under the care and control of a common carrier (including, but not limited to, U.S. Postal Service, airplanes, or delivery service).
- Cellular wireless telephone stolen from baggage unless hand-carried and under Your personal supervision, or under the supervision of Your traveling companion who is previously known to You.
- Cellular wireless telephone which has been rented, borrowed or cellular wireless telephones that are received as part of a pre-paid wireless service plan or "pay as you go" type service plans.
- Cosmetic damage to the cellular wireless telephone or damage that does not impact the cellular wireless telephone's capabilities and functionalities of the phone.
- 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.
- Damage or theft resulting from mis-delivery or voluntary parting with the cellular wireless telephone.
- Replacement cellular wireless telephone not purchased from a cellular service provider's retail or Internet store, (for example: Verizon Wireless, Sprint Wireless, etc.) or from an authorized cellular phone retailer.
- Taxes, delivery and transportation charges, and any fees associated with the cellular service provider.

\*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.

### Claim Information

#### **Do I need to keep copies of receipts or any other records?**

Yes. If You want to file a claim, You will need copies of Your card statement reflecting monthly cellular wireless telephone bill payments during the time of the damage, theft or involuntary and accidental parting and Your store receipt for purchase of Your replacement cellular wireless telephone if applicable.

#### **How do I file a claim?**

Call the Benefit Administrator at **1-866-894-8569 or outside the U.S. call collect at 1-303-967-1096** within sixty (60) days of damage, theft or involuntary and accidental parting. Please note: If You do not give such notice within **sixty (60) days** after the incident, Your claim may be denied. The Benefit Administrator representative will ask You for some preliminary claim information and send You the appropriate claim form. This claim form must be completed, signed, and returned with all the requested documentation within **ninety (90) days** from the date of the incident, or Your claim may be denied.

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

#### **What do I need to submit with my claim?**

- Your completed and signed claim form.
- Copies of Your card statement reflecting the entire monthly cellular wireless telephone payment(s) preceding the date of damage, theft or involuntary and accidental parting.
- A copy of Your cellular wireless service provider billing statement that corresponds with the above card statement.

- A copy of Your cellular wireless telephone provider's wireless device page or other sufficient proof, as determined in the Benefit Administrator's sole discretion, of the cellular wireless telephone model currently linked to Your cellular wireless telephone account.
- If the claim is due to theft or criminal action, a copy of the police report or incident report filed within 48 hours of the occurrence.
- If the claim is due to damage, a copy of an insurance claim or other report as the Benefit Administrator, in its sole discretion, deems necessary to determine eligibility for coverage. In addition the Benefit Administrator may in its sole discretion require (a) an itemized estimate of repair from an authorized cellular wireless telephone repair facility or (b) the Cardholder to submit the cellular wireless telephone to the Benefit Administrator to evaluate the damage or (c) an itemized store receipt for the replacement cellular wireless telephone showing the purchase was made at an authorized cellular service provider's retail or Internet store.
- Documentation (if available) of any other settlement of the claim.
- Any other documentation deemed necessary, in the Benefit 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 cellular wireless telephone.
- If the cell phone is damaged, do not discard it until the claim has been fully reviewed and you are advised by the Benefit Administrator that you can discard the device.

#### **How will I be reimbursed if my claim is approved?**

Depending on the nature and circumstances of the incident, the Benefit Administrator, at its sole discretion, may choose to repair or replace the cellular wireless telephone or reimburse the Cardholder for the lesser of a) **Six hundred (\$600.00) dollars** excess of the **fifty (\$50.00) dollar** deductible; or b) the current suggested retail price of a replacement cellular wireless telephone of like kind and quality, excluding taxes, delivery and transportation charges, and any fees associated with the cellular wireless telephone service provider, less the **fifty (\$50.00) dollar** deductible. Please note: Cellular Telephone Protection is subject to a maximum of **three (3) claim occurrences per twelve (12) month period**. Under normal circumstances, reimbursement will take place within **ten (10) business days** of receipt and approval of claim form and all required documents.

#### **Additional Provisions for Cellular Telephone Protection:**

This protection provides benefits only to You the eligible Cardholder and eligible Cellular Wireless Telephone lines listed on Your most recent cellular provider's monthly billing statement for the billing cycle prior to when the incident occurred. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to the cellular wireless telephone from damage, theft or involuntary and accidental parting. This provision will not be applied unreasonably to avoid claims. If You make any claim knowing it to be false or fraudulent in any respect including, but not limited to, the cost of repair services, no coverage shall exist for such claim and the Cellular Telephone Protection benefit may be canceled. 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 by the Cardholder.

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 payment made to you. You must give all assistance as may be reasonably necessary to secure all rights and remedies. 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, or statement messages, or email or other secure portal messaging vehicles. The Cellular Telephone Protection described in this Guide to Benefits will not apply to Cardholders whose applicable card account(s) are suspended, canceled, closed, delinquent, or otherwise in default. Termination dates may vary by financial institutions. Capital One can cancel or non-renew the benefit for Cardholders, and if they do, they will notify you at least **thirty (30) days** in advance.

This information is a description of the benefit provided to you as an eligible Cardholder. Indemnity Insurance Company of North America ("Provider") is the underwriter of this insurance policy and is solely

responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider. 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.

CELLPH (08-18)

**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.**

#### **PRICE PROTECTION**

It is important for most buyers to get the best deal when purchasing a new item, however it can be irritating when You discover that the same item You recently purchased is being Advertised for less than what You paid for. With Price Protection, if You buy an eligible item with Your covered Account and/or rewards programs associated with Your covered Account in the United States and see the identical eligible item available for less in another retail store's printed Advertisement or non-auction Internet Advertisement within sixty (60) days of the Date of Purchase, You can be reimbursed the difference up to five hundred dollars (\$500.00) per item and up to two thousand five hundred dollars (\$2,500.00) a year. You are eligible for this benefit if You are a valid cardholder of an eligible U.S. issued card and You charge either a portion or the entire purchase price of the eligible item to Your Account or rewards program earned on Your covered Account toward the purchase. You will only be reimbursed up to the amount charged to Your Account or the program limit.

**Price Protection is secondary to and in excess of store policies offering a lowest-price guarantee or any other form of refund for price differences. Only items Advertised by authorized dealers in the United States apply. Price differences involving manufacturing and/or merchant rebates, shipping and handling fees, and sales tax, if any, are not covered by the Price Protection benefit.**

#### **How does it work?**

1. Use Your eligible Account and/or rewards programs associated with Your covered Account to purchase the eligible item. Be sure to save all original receipts; both Your Account paperwork and the itemized store receipt.
2. If You see the identical product by the same manufacturer Advertised for a lower retail price within sixty (60) days of Your purchase, keep the original printed Advertisement and make sure the Advertisement includes:
  - A description of the item that is identical to the one You purchased
  - The sale price
  - The store or dealer's name
  - A sale date(s) effective within sixty (60) days of the Date of Purchase

#### **What isn't covered?**

- Internet Auction Advertisements including but not limited to sites such as eBay, Ubid, Yahoo and public or private live auction sites.
- Advertisements of cash-only sales, close-out sales, flea markets, fire sales, going-out-of-business sales, limited-quantity promotions or liquidation sales.
- Advertisements of sales of seasonal or discontinued items including, but not limited to, holiday decorations.
- Animals and living plants.
- Boats, automobiles, and any other motorized vehicles and their motors, equipment, or accessories.
- Cell phone service agreements and cell phone contracts.
- Items purchased for resale, professional, or commercial use.
- Jewelry, antiques, and collectible items, rate or one-of-a-kind items, special order items, custom items, or tailored items.
- Manufacturer and/or merchant rebates.
- Perishables, services, consumables, and limited-life items including, but not limited to, rechargeable batteries.
- 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.
- Traveler's checks, cash, tickets, credit or debit cards, and any other negotiable instruments.
- Items purchased outside of the United States.
- Items that are previously owned, sold "as is," and/or refurbished.

## How to File a Price Protection Claim

1. Notify the Benefit Administrator within ten (10) days of the printed Advertisement showing Your product at a lower price at **1-800-553-7520, or outside the U.S. call collect at 1-303-967-1096**. The Benefit Administrator will answer any questions You may have and send You a claim form.
2. Return the claim form and the requested documentation below within twenty (20) days of contacting the Benefit Administrator. Send all information to the address provided by the Benefit Administrator.

### Please submit the following documents

- The completed signed claim form
- The original itemized sales receipt for Your purchase or original packing slip in the case of mail order purchases
- 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 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.
- Any other documentation deemed necessary by the Benefit Administrator to substantiate the claim
- The original printed Advertisement or print out from a non-auction Internet site showing the item with its sale date and/or date of the Advertisement, lower Advertised price, and advertising store name to:

Card Benefit Services

P.O. Box 110889

Nashville, TN 37222

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

### Definitions

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

**Advertised or Advertisements** means an Advertisement printed in a newspaper, journal, magazine, or flyer or items Advertised on a non-Auction internet site, distributed in the United States to the general public and placed by a manufacturer or authorized dealer of the consumer product in the United States. The advertisement must provide information stating the same manufacturer and model number of the item purchased. Advertisements that are cut down or altered in any way will not be accepted; therefore, any Advertisements, catalogs, etc. must be submitted in whole with date verification. The only exception is Advertisements in magazines and newspapers. In these cases, it's not necessary to submit the whole publication; only the whole page or pages in which the Advertisement appears, with the date and name of the publication, is required. Advertisements posted on the Internet, by a non-Auction Internet merchant with a valid tax identification number, are also eligible. The advertisement must provide information stating the same manufacturer and model number of the item purchased. The printed version of the non-Auction internet advertisement must include the merchant's Internet address and customer service telephone number, as well as the item, including manufacturer, model number, sale price, and date of publication.

**Date of Purchase** means the date You paid for and received the item, or the date of delivery and personal acceptance of the item, whichever is later.

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

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

### Additional Provisions for Price 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.

### Claims Snapshot

|                                                                                                                                     |                                                                         |                                                                   |               |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------|---------------|
| You use Your covered Account to purchase a new TV only to find the same TV Advertised for a lower price in a magazine 10 days later | 10 Days<br>Benefits Administrator must be notified of the Advertisement | 20 Days<br>Claim form must be submitted with supporting documents | Claim Settled |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------|---------------|

FORM #PRICEPROT – 2017 (04/17)

PP-0

**For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-553-7520, or call collect outside the U.S. at 1-303-967-1096.**

### 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 **1-800-397-9010. If You are outside the United States, call collect at 1-303-967-1093.**

#### **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 #TEASB – 2017 (04/17)

TEAS-SB

**For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-397-9010, or call collect outside the U.S. at 1-303-967-1093.**

### RIDE SHARE PROTECTION

Using a smartphone app to hail a ride from a private driver has become common practice in most areas. The convenience, customer support, and potential for cost savings have all led to the rapid rise in popularity of these ridesharing services. As the popularity in using these services rises, it is important to remember that accidents can happen when you are traveling as a passenger while riding in a vehicle arranged by a

Transportation Network Company. Fortunately, that is where Ride Share Protection can help.

You and your Traveling Companion(s) are automatically covered if your name is embossed on an eligible card issued in the United States and you use it to charge a portion of or the entire amount of the required fare to your Account.

### How to use Ride Share Protection

1. Contact a Transportation Network Company to arrange your Trip.
2. Add your covered card as a payment method in the app and charge a portion of or the entire amount of the required fare to your Eligible Account.

The amount of the benefit is limited to the maximum benefit amounts shown below for each benefit per covered accident, per Eligible Person.

| Coverage                                     | Benefit Amount per covered accident, per Eligible Person |
|----------------------------------------------|----------------------------------------------------------|
| Accidental Death and Dismemberment Insurance | \$250,000.00                                             |
| Accident Medical Expense Benefit             | \$10,000.00                                              |
| Personal Property Benefit                    | \$750.00                                                 |

### How does it work?

**Accidental Death & Dismemberment Insurance** provides coverage up to two hundred and fifty thousand (\$250,000.00) dollars per covered accident, for accidental loss of life, limb, sight, speech or hearing while on a covered Trip pre-arranged by a Transportation Network Company. If the cardholder's injuries occur while on a covered Trip and results in a loss **within three hundred and sixty-five (365) days of an accident**, the Company will pay the following percentage of the loss shown in the table below.

| Loss                                                                                                                                                                                                                                                                                                      | Percentage of Loss of Life Benefit Amount |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Loss of Life; Loss of Speech and Loss of Hearing; Loss of Speech or Hearing and Loss of one Hand, Foot or Sight of One Eye; Loss of Both Hands; Loss of Both Feet; Loss of Sight of Both Eyes; Loss of a combination of any two of a Loss of Hand, Loss of Foot or Loss of Sight of One Eye; Quadriplegia | 100%                                      |
| Loss of One Hand; Loss of One Foot; Loss of Sight of One Eye; Loss of Speech; Loss of Hearing; Hemiplegia; Paraplegia                                                                                                                                                                                     | 50%                                       |
| Loss of Thumb and Index Finger of the same hand; Uniplegia                                                                                                                                                                                                                                                | 25%                                       |

"Quadriplegia" means total Paralysis of both upper and lower limbs.

"Hemiplegia" means total Paralysis of the upper and lower limbs on one side of the body. "Uniplegia" means total Paralysis of one lower limb or one upper limb. "Paraplegia" means total Paralysis of both lower limbs or both upper limbs. "Paralysis" means total loss of use. A Doctor must determine the loss of use to be complete and not reversible at the time the claim is submitted.

The accident must occur while the Eligible Person is on a Trip and is covered under the policy. Coverage applies in the event the Eligible Person is injured while riding as a passenger as well as entering and exiting a vehicle used on a Trip. If more than one loss is sustained by the Eligible Person as a result of the same accident, only one amount, the largest applicable to the losses incurred, will be paid. The Company will not pay more than one hundred percent (100%) of the maximum limit for all losses due to the same accident.

**Loss must occur within three hundred and sixty-five (365) days after the Accident.**

**Accident Medical Expense Benefit** – The Company will pay a benefit for Reasonable and Customary Charges charges up to a maximum of ten thousand (\$10,000.00) dollars per covered accident, for an Eligible Person and their Traveling Companion(s) for Medically Necessary expenses incurred **within one hundred and eighty (180) days of the accident provided treatment begins within forty-eight (48) hours** of the covered Trip. The Injury must first occur while on a Trip, while covered under the Policy. Covered expenses include:

- Services of a Physician, Physician Assistant or Registered Nurse (R.N.);
- Hospital charges;
- Prescription Drug Expenses prescribed by a Physician and administered on an outpatient basis;
- Outpatient diagnostic X-rays, laboratory procedures and tests;
- Local ambulance services to or from a Hospital;
- Artificial limbs, artificial eyes, artificial teeth, or other prosthetic devices;
- Dental Expenses including dental x-rays for the repair or treatment of each injured tooth that is whole, sound and a natural tooth at the time of the Accident.
- Physiotherapy {Physical Medicine} Expenses on an inpatient or outpatient basis limited to one visit per day. Expenses include treatment and office visits connected with such treatment when prescribed by a Doctor, including diathermy, ultrasonic, whirlpool, or heat treatments, adjustments, manipulation, massage or any form of physical therapy.
- Rehabilitative braces or appliances prescribed by a Doctor. It must be durable medical equipment that is:
  - primarily and customarily used to serve a medical purpose;
  - an withstand repeated use; and
  - generally, is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of the purchase price.
- Medical Equipment Rental Expenses for a wheelchair or other medical equipment that has therapeutic value for an Eligible Person and Traveling Companion(s). We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs, eyeglasses and hearing aids.

The insurance provided by the Policy for all coverages is supplemental to and excess of any collectible insurance and/or collectible reimbursement from any other source. The Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance and applicable deductible.

**Personal Property Benefit** reimburses the reasonable cost, up to seven hundred and fifty (\$750.00) dollars per covered incident, for replacement of any personal property that is lost, damaged or totally destroyed, while the Eligible Person and their Traveling Companion(s) are on a Trip. In the event of an accident, the Company will require certification by a police or First Responder, in an incident report, that the item claimed was actually lost, damaged or totally destroyed. For lost items, you must follow your rideshare's procedures for reporting lost items within 24 hours. Proof of contact and settlement, if any, will be needed for the claim process.

At it's discretion and depending on the nature and circumstances of the incident, the Benefit Administrator may choose to address your claim in one of two ways:

1. A damaged or totally destroyed item may be repaired, rebuilt or replaced wholly or in part.
2. A lost item may be replaced.

You will be notified of the decision to repair, rebuild or replace your item within fifteen (15) days following receipt of the required documentation. Replacement costs will be the actual cash value (replacement cost less depreciation) of the articles at the time of loss up to the maximum benefit amount. "Personal Property" means personal goods belonging to the insured Eligible Person or for which he or she is responsible provided they are taken on the Trip or acquired by the Eligible Person during the Trip.

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

#### **Accidental Death and Dismemberment Benefit**

The following exclusions will apply for any loss caused by or resulting from:

1. Sickness or disease of any kind
2. Stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm
3. Commission of or attempt to commit a felony by the Eligible Person
4. Intentionally self-inflicted Injury, suicide or attempted suicide of the Eligible Person while sane or insane
5. War or act of war, whether declared or not, participation in a civil disorder, riot or insurrection
6. Participation in a race or speed contest
7. Any illness or bodily Injury which occurs in the course of employment if benefits or compensation is available, in whole or in part, under

the provisions of any legislation of any governmental unit; this exclusion applies regardless of whether the Eligible Person and their Traveling Companion(s) claims the benefits or compensation or recovers losses from a third party

#### **Accident Medical Expense Benefit**

The following exclusions apply and no benefit will be provided for:

1. Routine physical examinations
2. Hearing aids; eyeglasses or contact lenses
3. Routine dental care; including dentures and false teeth
4. Hernia, unless it results from a covered accident
5. Services or supplies that are non-emergency in nature
6. Services, supplies or charges rendered by a member of the Eligible Person's family
7. Services or supplies not prescribed by or performed by or upon the direction of a Hospital or Physician
8. Expenses which are not Medically Necessary
9. Treatment which is experimental or investigative in nature
10. Expenses that are provided by any governmental agency or unit (except Medicare)
11. Treatment for which an Eligible Person and Traveling Companion(s) would have no legal obligation to pay in the absence of this or any similar coverage
12. Treatment not rendered by a Hospital, Registered Nurse (R.N.), Physician Assistant or a Physician

#### **Personal Property Benefit**

The following exclusions apply to and no benefit will be provided for:

1. Damage caused by moths, vermin, insects, or other animals
2. Wear and tear
3. Atmospheric or climatic conditions
4. Gradual deterioration or defective materials or craftsmanship
5. Mechanical or electrical failure
6. More than a reasonable proportion of the total value of the set where the loss or damaged article is part of a set or pair
7. Any loss not reported to either the police or Transportation Network Company **within 24 hours of discovery**
8. Any loss that occurs at a time when this coverage is not in effect

**If you have questions about this coverage, please call the Benefit Administrator at 1-844-702-1307.**

#### **How to file a claim**

1. To file a claim, please call the Benefit Administrator at **1-844-702-1307**. You must provide notice **within ninety (90) days after the date of loss or as soon as reasonably possible**. This notice must include enough information to identify you and your financial institution from whom this coverage was provided. Please note that failure to provide a claim notice within ninety (90) days **will not** invalidate or reduce any otherwise valid claim if notice is given as soon as is reasonably possible.
2. The Benefit Administrator will ask you a few questions and send you the appropriate claim forms.
3. **Within ninety (90) days of your date of loss or as soon as reasonably possible**, return your completed and signed claim form and the required documentation to the Benefit Administrator.

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

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

- Your completed and signed claim form
- A copy of the receipt received from the Transportation Network Company (showing the last four [4] digits of the Account number) demonstrating that the purchase was made on your eligible Account. If the receipt does not show the last four (4) digits of the Account number, your monthly billing statement reflecting this charge may be required.
- Any other proof of loss that may be required to substantiate your claim

#### **Accidental Death and Dismemberment Benefit and Accident Medical Expense Benefit**

- A Police Report or First Responder accident report completed by the First Responder which identifies the Eligible Person and Traveling Companion(s) as Injured
- When required, a signed patient authorization to release medical information to the Company or its authorized representative

- All medical bills and reports for all medical expenses claimed
- If a death occurs, a copy of the death certificate

#### **Personal Property Benefit**

- For an item damaged or totally destroyed due to an accident, the Company will require an incident report from the police or First Responder stating that the item claimed was actually damaged or destroyed.
- If the item is lost, please provide proof that the loss was reported within 24 hours to the police or Transportation Network Company as well as any settlement, if any.

#### **Definitions**

**Account** means any credit card or debit card Account.

**Company** means Indemnity Insurance Company of North America.

**Eligible Person** means a cardholder, an authorized user of an Eligible Account, a Family Member or Traveling Companion(s) for whom the required fare is paid using an Eligible Account making insurance in effect for that person. No person or entity other than the Eligible Person(s) described shall have any legal or equitable right, remedy claim or insurance proceeds arising under or arising out of this coverage.

**Family Member** means the Eligible Person's, spouse, civil union partner, domestic partner, child, daughter-in-law, son-in-law, brother, sister, mother, father, grandparent, step-grandparent, grandchild, step-grandchild, step-child, step-brother, step-sister, step-parent, parent-in-law, brother-in-law, sister-in-law, aunt, step-aunt, uncle, step-uncle, niece, nephew, legal guardian, foster child, ward, or legal ward; spouse, civil union partner or domestic partner of any of the above. Family Member also includes these relations to the Eligible Person's spouse, civil union partner or domestic partner.

**First Responder** means an individual who is a trained or certified Law Enforcement Officer or Fire and Rescue Emergency individual or Emergency Medical Technician or Paramedic who, upon arriving to an incident or emergency, assumes immediate responsibility for the protection and preservation of life, property, evidence and the environment.

**Hospital** means a facility that holds a valid license if it is required by the law; operates primarily for the care and treatment of sick or Injured persons as inpatients; has a staff of one or more Physicians available at all times; provides twenty-four (24 hour nursing service and has at least one registered professional nurse on duty or on call; has organized diagnostic and surgical facilities, either on the premises or in facilities available to the Hospital on a pre-arranged basis; and is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or similar institution.

**Injury/Injured** means a bodily Injury caused by an accident occurring while the Eligible Person is 1) on a Trip, 2) his/her coverage under the Policy is in force and 3) resulting directly and independently of all other causes of loss covered by the Policy. The Injury must be verified by a Physician.

**Medically Necessary or Medical Necessity** means the services or supplies provided by a Hospital, Physician or other provider that are required to identify or treat an Eligible Person's illness or Injury and which are: 1) indicated for the symptom or diagnosis and treatment of the Eligible Person's condition, disease, ailment or Injury; 2) appropriate with regard to standards of good medical practice; 3) not solely for the convenience of an Eligible Person, Physician or other provider; 4) the most appropriate supply or level of service which can be safely provided to the Eligible Person. When applied to the care of an inpatient, it further means that the Eligible Person's medical symptoms or condition requires that the services cannot be safely provided to the Eligible Person as an Outpatient.

**Physician** means a licensed practitioner of the healing arts acting within the scope of his/her license.

**Police Report** means a report completed by a police officer that details that the loss occurred while the Eligible Person was riding as a passenger on a Trip.

**Reasonable and Customary Charges** means expenses which: 1) are charged for treatment, supplies, or medical services Medically Necessary to treat the Eligible Person's condition; 2) do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred; and 3) do not include charges that would not have been made if no insurance existed.

In no event will the Reasonable and Customary Charges exceed the actual amount charged.

**Transportation Network Company** means a corporation, partnership, sole proprietor, or other entity, licensed by a government agency with the appropriate authority to issue such a license, that uses a digital network to connect riders to drivers who provide the transportation in their own non-commercial vehicles. It does not mean a taxicab association or a for-hire vehicle owner, unless using a Transportation Network Company to gain access to riders.

**Traveling Companion(s)** means a person(s) who shares the Eligible Person's Trip and for whom the fare has been paid for by the Eligible Person.

**Trip** means a period of travel booked through a Transportation Network Company charged to an Eligible Account by an Eligible Person.

#### **Additional provisions for Ride Share Protection**

- The terms We, Us and Our below refer to Indemnity Insurance Company of North America.
- 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 Company of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.
- The Company has the right to have a Physician of their choice examine the Eligible Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. The Company also has the right to request an autopsy in the case of death, unless the law forbids it. The Company will pay the cost of the examination or autopsy.
- 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 RS NAC 10/2017

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**For more information about the benefit described in this guide, call the Benefit Administrator at 1-844-702-1307.**

#### **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 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 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 1-800-397-9010. Outside the United States, call collect at 1-303-967-1093.**

#### **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 1-800-397-9010 or call collect outside the United States at 1-303-967-1093.**

#### **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 **1-800-397-9010** to report the incident, regardless of whether Your liability has been established. Outside the United States, call collect at **1-303-967-1093**.

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.eclainsline.com](http://www.eclainsline.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 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.

FORM #BCDW01 – 2017 (04/17)

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**For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-397-9010, or call collect outside the U.S. at 1-303-967-1093.**

### **BAGGAGE DELAY REIMBURSEMENT**

Sometimes it happens that You land at Your scheduled destination only to find that Your Checked Baggage has taken a detour and its arrival is delayed. While You can likely go without most of Your belongings, if Your baggage was carrying any essential items, You may need to replace them while You wait for Your bag to arrive.

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 Member whose ticket was purchased with Your covered Account and/or rewards program 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 covered Account and/or rewards program associated with Your covered Account. You are eligible for this benefit if You are a cardholder of 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**

1. 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.
2. 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.
3. 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 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
- 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.eclaimsline.com](http://www.eclaimsline.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.

FORM #DELBAG – 2017 (Stand 4/17)

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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.**

### **LOST LUGGAGE REIMBURSEMENT**

Have You ever been waiting for Your Checked Luggage to come around the belt only to find that it has been lost by Your airline?

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 is 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 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 **1-800-397-9010, or call collect outside the U.S. at 1-303-967-1093**. 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.eclaimsonline.com](http://www.eclaimsonline.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 program 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 program 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 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 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.

FORM #LUGOPT – 2017 (04/17)

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**For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-397-9010, or call collect outside the U.S. at 1-303-967-1093.**

## TRIP CANCELLATION AND INTERRUPTION

Sometimes the unexpected happens and Your travel arrangements don't go as planned. You've done a great job preparing for Your Trip. Your flights have been booked, You confirmed Your reservation with Your hotel and You even rented a car so You can sightsee. But what if You have to cancel Your trip because of the death of an Immediate Family Member? What if the airline You booked Your flight through declares bankruptcy? Fortunately, Trip Cancellation and Interruption benefits are available to help You with these unforeseen circumstances that could disrupt Your travel plans. Trip Cancellation and Interruption benefits pay up to \$2,000.00 per Insured Person for the non-refundable Common Carrier ticket(s) that You paid for with Your covered Account and/or rewards programs associated with Your covered Account. You, Your spouse (or Domestic Partner) and Your Dependent Children are eligible for coverage if You charge the entire cost of the Trip using Your Account, less redeemable certificates, vouchers, or coupons, or rewards program associated with Your covered Account.

### **The Trip Cancellation or Interruption must be caused by or result from:**

1. The death, Accidental Bodily Injury, disease or physical illness of You or an Immediate Family Member of the Insured person; or
2. Default of the Common Carrier resulting from financial insolvency.

The death, Accidental injury, disease or physical illness must be verified by a Physician and must prevent You from traveling on the trip.

Note: Common Carriers may issue a credit voucher for the value of the unused ticket. A fee may be associated with changing or cancelling the ticket. Reimbursement of fee may be eligible at time of Loss. Most Common Carrier credit vouchers expire in one year. Proof of unused credit voucher can be submitted for reimbursement after expiration. Payment will not exceed either the actual Non-Refundable amount paid by the Insured Person for a Common Carrier passenger(s) fare(s), or up to \$2,000.00

### **The following exclusions apply to financial services Common Carrier Trip Cancellation/Trip Interruption only**

No Trip Cancellation or Interruption benefits will be paid for Loss caused by or resulting from:

- A Pre-existing Condition
- Accidental Bodily Injuries arising from participation in interscholastic or professional sports events, racing or speed contests, or uncertified scuba diving
- Cosmetic surgery, unless such cosmetic surgery is rendered necessary as a result of a Loss covered under this policy
- The Insured Person or an Immediate Family Member being under the influence of drugs (except those prescribed and used as directed by a Physician) or alcohol
- The Insured Person or an Immediate Family Member: a) traveling against the advice of a Physician; or b) traveling while on a waiting list for specified medical treatment; or c) traveling for the purpose of obtaining medical treatment; or d) traveling in the third trimester (seventh month or after) of pregnancy
- Suicide, attempted suicide, or intentionally self-inflicted injuries
- Declared or undeclared war, but war does not include acts of terrorism
- An Insured Person's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection or bodily malfunctions, except physical illness or disease which prevent the **Insured Person** from traveling on a **Covered Trip**. This Exclusion does not apply to **Loss** resulting from an **Insured Person's** bacterial infection caused by an **Accident** or from **Accidental** consumption of a substance contaminated by bacteria.

### **How to file a Trip Cancellation or Interruption claim**

Within twenty (20) days of the Trip Cancellation or interruption or as soon as reasonably possible, You must provide (written) claim notice to the Plan Administrator. The Plan Administrator will ask You for some preliminary information and send You the appropriate claim forms.

**Failure to give notice within twenty (20) days will not invalidate or reduce any otherwise valid claim, if notice is given as soon as reasonably possible.**

When the Plan Administrator receives notice of a claim, the Plan Administrator will send You forms for giving proof of Loss within fifteen (15) days. If You do not receive the forms, You should send the Plan Administrator a written description of the Loss.

Answers to specific questions can be obtained by writing to the **Plan Administrator**. To make a claim, please contact the **Plan Administrator**:

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

### **Please return Your completed and signed claim form and the documents listed below as soon as possible to the Plan Administrator:**

- 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 purchased using 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.
- Confirmation of the non-refundable amounts for the unused Common Carrier tickets and/or travel vouchers
- Confirmation that the tickets were cancelled with the Common Carrier
- A copy of the travel itinerary showing the passenger names and ticket cost
- Confirmation of the reason for the Trip Cancellation; (completed attached physician statement, confirmation of death of Immediate Family Member or documentation confirming any other cause of Loss)
- A copy of the cancellation or refund policies of the Common Carrier, Tour Operator or Travel Supplier

### **Additional Travel Accident benefit**

As a cardholder, You, Your spouse (or Domestic Partner), and unmarried Dependent Children will be automatically insured up to one thousand dollars (\$1,000) for Accidental Loss of life, limb, sight, speech, or hearing. This benefit applies while:

1. Riding as a passenger in or entering or exiting any Common Carrier; or
2. Riding as a passenger in, entering, or exiting any conveyance licensed to carry the public for a fee and while traveling to or from the airport:
  - a. Immediately preceding the departure of a Common Carrier on which the Insured Person has purchased passage; and
  - b. Immediately following the arrival of a Common Carrier on which the Insured Person was a passenger; or
3. At the airport, terminal or station, at the beginning or end of the Common Carrier Covered Trip.

| Covered Loss                                                                                                    | Benefit Maximum |
|-----------------------------------------------------------------------------------------------------------------|-----------------|
| Accidental Loss of Life, two or more Members, sight of both eyes, speech and hearing or any combination thereof | \$1,000.00      |
| Accidental Loss of one Member, sight of one eye, speech or hearing                                              | \$500.00        |
| Accidental Loss of the thumb and index finger of the same hand                                                  | \$250.00        |

**Loss** means, with respect to a hand, complete severance through or above the knuckle joints of at least four (4) fingers on the same hand or at least three (3) fingers and the thumb on the same hand; with respect to a foot, complete severance through or above the ankle joint. The Company will consider it a Loss of hand or foot even if the fingers, thumb, or foot is later reattached. In order to be eligible for this additional coverage, the entire cost of the Common Carrier passenger fare(s), less redeemable certificates, vouchers, or coupons, must be charged to Your covered Account and/or rewards programs associated with Your covered Account during the policy period. If the purchase is not made prior to the Insured Person's arrival at the airport, coverage begins at the time the entire cost of the Common Carrier passenger fare is purchased.

This travel accident benefit is provided to eligible cardholders. Your financial institution pays the cardholder's premium as a benefit of the card membership.

The Loss must occur within one year of the Accident. The Company will pay the single largest applicable Benefit Amount. In the event of multiple Accidental deaths per Account arising from any one Accident, the Company's liability for all such Losses will be subject to a maximum limit of insurance equal to two times the Benefit Amount for Loss of life.

Benefits will be proportionately divided among the Insured Persons up to the maximum limit of insurance.

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

**The following exclusions apply to the Travel Accident benefit**

Loss caused by or resulting from:

- An Insured Person's emotional trauma, mental or physical illness, disease, normal pregnancy, normal childbirth or elective abortion, bacterial or viral infection, or bodily malfunctions. This exclusion does not apply to **Loss** resulting from an **Insured Person's** bacterial infection caused by an **Accident** or from **Accidental** consumption of a substance contaminated by bacteria
- Suicide, attempted suicide, or intentionally self-inflicted injuries
- Declared or undeclared war, but war does not include acts of terrorism
- An Accident occurring while You are in, entering, or exiting any aircraft while acting or training as a pilot or crew member (does not apply if You temporarily perform pilot or crew functions in a life-threatening emergency)

**How to file a Travel Accident benefit claim**

Within twenty (20) days of the accident or as soon as reasonably possible, You must provide (written) claim notice to the Plan Administrator. The Plan Administrator will ask You for some preliminary information and send You the appropriate claim forms. **Failure to give notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if, notice is given as soon as reasonably possible.**

When the Plan Administrator receives notice of a claim, the Plan Administrator will send You forms for giving proof of Loss within fifteen (15) days. If You do not receive the forms, You should send the Plan Administrator a written description of the Loss.

Answers to specific questions can be obtained by writing to the **Plan Administrator**. To make a claim, please contact the **Plan Administrator**:

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

**Please return Your completed and signed claim form and the documents listed below as soon as possible to the Plan Administrator:**

- A copy of the police report
- A completed medical authorization form for each treating medical facility
- Copy of the certificate of death, if applicable
- A copy of the travel itinerary
- A copy of the credit card statement reflecting the purchase, verification of the cardholder's name and the first six digits of the credit card number.

***To view the status of your claim and to securely upload documents for Trip Cancellation/Interruption and Travel Accident Benefit, visit***

***www.myclaimsaagent.com***  
***Use website code: 001***

Or mail the completed and signed claim form and all required documents to:

Claim Benefit Services  
P.O. Box 459084  
Sunrise, FL 33345  
PHONE NUMBER 855-307-9251

**If You choose to mail Your documents, please send a copy of Your documents and retain the originals for Your records. Claim Benefit Services is unable to return any submitted documents. You will be contacted by a claim adjuster if additional information or documentation is required.**

**Definitions**

**Accident or Accidental** means a sudden, unforeseen, and unexpected event which: happens by chance; is independent of illness and disease and is the direct source of Loss.

**Accidental Bodily Injury** means Bodily Injury, which: 1) is Accidental; 2) is the direct cause of a Loss; and 3) occurs while the Insured Person is insured under this policy, which is in force.

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

**Benefit Amount** means the Loss amount at the time the entire cost of the passenger fare is purchased with an eligible Account and/or rewards programs associated with Your covered Account.

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

**Covered Trip** means travel on a Common Carrier when the entire cost of the passenger fare for such transportation, less redeemable certificates, vouchers, or coupons, has been purchased with an Insured Person's covered card Account and/or rewards programs associated with Your covered Account issued by the Policyholder.

**Dependent Child or Children** means those Children, including adopted Children and those 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; 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 full-time students at an institution of higher learning.

**Domestic Partner** means a person who is registered as a Domestic Partner or legal equivalent under laws of the governing jurisdiction, or who: 1) is at least 18 years of age and competent to enter into a contract; 2) is not related to the Primary Insured Person by blood; 3) has exclusively lived with the Primary Insured Person for at least twelve (12) consecutive months. 4) is not legally married or separated; and 5) has with the Primary Insured Person at least two (2) of the following financial arrangements: a) a joint mortgage or lease; b) a joint bank account; c) joint title to or ownership of a motor vehicle or status a joint lessee on a motor vehicle lease; or d) a joint credit card account with a financial institution.

**Immediate Family Member** means the Insured Person's: 1) Spouse or Domestic Partner; 2) children including adopted children or stepchildren; 3) legal guardians or wards; 4) siblings or siblings-in-law; 5) parents or parents-in-law; 6) grandparents or grandchildren; 7) aunts or uncles; 8) nieces and nephews. Immediate Family Member also means a Spouse's or Domestic Partner's children, including adopted children or step children; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews.

**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 or Domestic Partner and Dependent Children.

**Member** means hand or foot.

**Pre-existing Condition** means Accidental Bodily Injury, disease, or illness of the Insured Person or Immediate Family Member of the Insured Person which occurs or manifests itself during the sixty (60) day period immediately prior to the purchase date of a Scheduled Airline passenger fare(s). Disease or illness has manifested itself when either: 1) medical care or treatment has been given; or 2) there exists symptoms which would cause a reasonably prudent person to seek medical diagnosis, care or treatment. The taking of prescription drugs or medication for controlled (continued) condition throughout this sixty (60) day period will not be considered to be a manifestation of illness or disease.

**Trip Cancellation** means the cancellation of Common Carrier travel arrangements when the Insured Person is prevented from traveling on a Covered Trip on or before the Covered Trip departure.

**Trip Interruption** means the Insured Person's Covered Trip is interrupted either on the way to the Covered Trip point of departure or after the Covered Trip departure.

**You or Yours** means an Insured Person who purchase their trip to the Insured person's covered Account and/or rewards programs associated with the Insured Person's covered Account.

**Additional provisions for Trip Cancellation and Interruption**

- As a handy reference guide, please read this and keep it in a safe place with Your other insurance documents.
- This description of coverage is not a contract of insurance but is simply an informative statement of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of insurance are contained in the master policy, on file with the Policyholder: BNY Midwest Trust Company as trustee of the Chubb Financial Institution Group Insurance Trust for the Account of participating financial institutions. Policy #: 6478-07-74

- 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. Federal Insurance Company ("Provider") is the underwriter of these benefits and is solely responsible for its administration and claims. The Plan Administrator provides services on behalf of the Provider.
- After the Plan Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Plan Administrator to the extent of the payment made to You. You must give the Plan 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, contact the Plan Administrator.**

FORM #TRCAN – 2017 (04/17)

TC-0

#### **\$1,000,000 WORLDWIDE AUTOMATIC COMMON CARRIER TRAVEL ACCIDENT INSURANCE**

**THE PLAN:** As a Capital One Spark Business Enhanced Visa Signature Business card cardholder, of Capital One, you, your spouse and unmarried dependent children will be automatically insured up to \$1,000,000 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 charged to your Capital One Spark Business Enhanced Visa Signature Business card account. If the entire cost of the passenger fare has been charged to your Capital One Spark Business Enhanced Visa Signature Business 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 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 charged to your Capital One Spark Business Enhanced Visa Signature Business 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.

**Dependent Children** 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.

**ELIGIBILITY:** This travel insurance plan is provided to Capital One Spark Business Enhanced Visa Signature Business card account cardholders, of Capital One, automatically when the entire cost of the passenger fare(s) are charged to a Capital One Spark Business Enhanced Visa Signature Business card account while the insurance is effective. It is not necessary for you to notify Capital One, the administrator or the Company when tickets are purchased.

**THE COST:** This travel insurance plan is provided at no additional cost to eligible Capital One Spark Business Enhanced Visa Signature Business card cardholders of Capital One. Capital One pays the premium for the insurance.

**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 \$1,000,000 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. One quarter of the Benefit Amount is payable for the accidental loss of the thumb and index finger of the same hand.

**Member** means hand or foot.

**Loss** means, with respect to a hand, complete severance through or above the knuckle joints of at least 4 fingers on the same hand; with respect to a foot, complete severance through or above the ankle joint. The Company will consider it a loss of hand or foot even if they are later reattached.

**Benefit Amount** means the Loss amount applicable at the time the entire cost of the passenger fare is charged to the Capital One Spark Business Enhanced Visa Signature Business card account.

**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.

**Covered Trip** means travel on a Common Carrier when the entire cost of the passenger fare for such transportation, less redeemable certificates, vouchers or coupons, has been charged to an Insured Person's Account issued by the Policyholder.

**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.

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. In the event of multiple accidental deaths per account arising from any one accident, the Company's liability for all such losses will be subject to a maximum limit of insurance equal to two times the Benefit Amount for loss of life. Benefits will be proportionately divided among the Insured Persons up to the maximum limit of insurance.

**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. This insurance also does not apply to an accident occurring while an Insured is in, entering, or exiting any aircraft owned, leased, or operated by Capital One; or any aircraft 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.

**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.

**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 benefits payable involving disability, we will pay the Insured Person or beneficiary the applicable Benefit Amount no less frequently than monthly during the continuance of the period for which we are liable. At the end of this period, we will immediately pay any remaining balance of the Benefit Amount. All payments by us are subject to receipt of written Proof of Loss. For all benefits payable under this policy except those for disability, we will pay the Insured Person or beneficiary the applicable Benefit Amount within sixty (60) days after we receive a complete Proof of Loss, if the Insured Person and Policyholder have complied with all the terms of this policy.

**EFFECTIVE DATE:** This insurance is effective on the date that you become a Capital One Spark Business Enhanced Visa Signature Business card cardholder and will cease on the date the Master Policy 6478-06-65 is terminated or on the date your Capital One Spark Business Enhanced Visa Signature Business card account ceases to be in good standing, whichever occurs first.

Answers to specific questions can be obtained by writing the Plan Administrator. To make a claim please contact the Claim Administrator.

**Plan Administrator**

CBSI  
550 Mamaroneck Ave.  
Harrison, NY 10528

**Claim Administrator**

Broadspire, a Crawford Company  
P.O. Box 459084, Sunrise, FL 33345,  
PHONE NUMBER 855-307-9248  
FAX NUMBER 855-830-3728

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect.



Plan Underwritten By Federal Insurance Company  
a member insurer of the  
Chubb Group of Insurance Companies  
15 Mountain View Road, P.O. Box 1615  
Warren, NJ 07061-1615  
Policy # 6478-06-65

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