

Your Guide to Benefit describes the benefit in effect as of 4/1/14. 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.

## YOUR GUIDE TO CARD BENEFIT

# Visa Card Auto Rental Collision Damage Waiver

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

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

### Benefit Information

#### **What is the Auto Rental Collision Damage Waiver (“Auto Rental CDW”) benefit?**

The Auto Rental Collision Damage Waiver (“Auto Rental CDW”) benefit offers insurance coverage for automobile rentals made with your Visa card. The benefit provides reimbursement (subject to the terms and conditions in this guide) for damage due to collision or theft up to the actual cash value of most rental vehicles.

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

You are eligible only if you are a valid cardholder whose name is embossed on an eligible Visa card issued in the United States. Only you as the primary renter of the vehicle and any additional drivers permitted by the auto rental agreement are covered.

#### **What losses are covered?**

The benefit provides reimbursement up to the actual cash value of the vehicle as it was originally manufactured. Most private passenger automobiles, minivans, and sport utility vehicles are eligible, but some restrictions may apply. Please contact the Benefit Administrator to inquire about a specific vehicle.

#### **Covered losses include:**

- Physical damage and/or theft of the covered rental vehicle
- Valid loss-of-use charges imposed and substantiated by the auto rental company
- Reasonable and customary towing charges, due to covered theft or damage, to the nearest qualified repair facility

**Please Note:** This benefit only covers vehicle rental periods that neither exceed nor are intended to exceed fifteen (15) consecutive days within your country of residence or thirty-one (31) consecutive days outside your country of residence.

#### **How does this coverage work with other insurance?**

Within your country of residence, this benefit supplements, and applies excess of, any valid and collectible insurance or reimbursement from any source. This means that, subject to the terms

and conditions of this benefit, Auto Rental CDW applies to eligible theft or damage or expenses that are not covered by insurance or reimbursement.

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

**If you do have personal automobile insurance** or other insurance covering this theft or damage, the Auto Rental CDW benefit reimburses you for the deductible portion of your personal automobile insurance and any unreimbursed portion of valid administrative and loss-of-use charges imposed by the auto rental company, as well as reasonable towing charges resulting from covered theft or damage of the rental vehicle while it is your responsibility.

#### **What types of rental vehicles are not covered?**

The following vehicles are not covered by Auto Rental CDW: expensive, exotic, and antique automobiles; certain vans; vehicles that have an open cargo bed; trucks; motorcycles, mopeds, and motorbikes; limousines; and recreational vehicles.

- **Examples of excluded expensive or exotic automobiles include:** the Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, and Rolls Royce. However, selected models of BMW, Mercedes-Benz, Cadillac, and Lincoln are covered.
- **An antique automobile** is defined as any vehicle over twenty (20) years old or any vehicle that has not been manufactured for ten (10) years or more.
- **Vans are not covered**, with the exception of those manufactured and designed specifically as small group transportation vehicles (for a maximum of eight (8) people including the driver).

**For questions about a specific vehicle, call the Benefit Administrator at 1-800-348-8472. If you are outside the United States, call collect at 804-673-1164.**

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

- Any obligation you assume under any agreement (other than the deductible under 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
- Cost of any insurance or collision damage waiver offered by or purchased through the auto rental company
- Depreciation of the rental vehicle caused by the incident including, but not limited to "diminished value"
- Expenses reimbursable by your insurer, employer, or employer's insurance
- Theft or damage due to intentional acts, or due to the driver(s) being under the influence of alcohol, intoxicants, or drugs, or due to contraband or illegal activities
- Wear and tear, gradual deterioration, or mechanical breakdown
- Items not installed by the original manufacturer
- Damage due to off-road operation of the rental vehicle
- Theft or damage due to hostility of any kind (including, but not limited to, war, invasion, rebellion, insurrection, or terrorist activities)

- Confiscation by authorities
- Vehicles that do not meet the definition of covered vehicles
- Rental periods that either exceed or are intended to exceed fifteen (15) consecutive days within your country of residence or thirty-one (31) consecutive days outside your country of residence
- 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 theft or damage occurs (for example, leaving the vehicle running and unattended)
- Theft or damage reported more than forty-five (45) days\* from 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 from the date of the incident
- Theft or damage from rental transactions that originated in Israel, Jamaica, the Republic of Ireland, or Northern Ireland

### **Where am I covered?**

This benefit is available in the United States and most foreign countries. **However, no benefit is provided for motor vehicles rented in Israel, Jamaica, the Republic of Ireland, or Northern Ireland.** Additionally, this benefit is not available where precluded by law or in violation of the territory terms of the auto rental agreement or prohibited by individual merchants. **Because regulations vary outside the United States, it is recommended you check with your auto rental company and the Benefit Administrator before you travel to make sure Auto Rental CDW will apply.**

This benefit is in effect while the rental vehicle remains in your control or in the control of an authorized driver permitted to operate the rental vehicle in accordance with the rental agreement between you and the auto rental company. This benefit terminates when the auto rental company re-assumes control of the rental vehicle.

### **How do I make sure my Auto Rental CDW benefit is in effect?**

To be sure you are covered, take the following steps when you rent a vehicle:

1. Initiate and complete the entire rental transaction with your eligible Visa card.
2. Decline the auto rental company's collision damage waiver (CDW/LDW) option or similar provision.

### **Helpful tips:**

- Be sure to check the rental vehicle for prior damage before leaving the rental lot.
- Review the auto rental agreement carefully to make sure you are declining CDW/LDW and are familiar with the terms and conditions of the auto rental agreement.

### **What if the auto rental company insists that I purchase the auto rental company's auto insurance or collision damage waiver?**

Call the Benefit Administrator for help at **1-800-348-8472**. If you are outside the United States, call collect at **804-673-1164**.

## **Filing an Auto Rental CDW Claim**

**What do I do if I have an accident or the rental vehicle is stolen?**

Immediately call the Benefit Administrator at **1-800-348-8472** to report the theft or damage regardless of whether your liability has been established. **If you are outside the United States, call collect at 804-673-1164.** The Benefit Administrator will answer any questions you or the auto rental company may have and will send you a claim form.

**When should I report an incident?**

**You should report 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 that contains charges that would not have been included had the Benefit Administrator been notified before those expenses were incurred, so you are advised to notify the Benefit Administrator immediately after any incident.

**Please Note:** You must make every reasonable effort to protect the rental vehicle from theft or damage. As the cardholder you are responsible for reporting your claim to the Benefit Administrator immediately. Reporting an incident to someone other than the Benefit Administrator will not fulfill this obligation.

**What do I need from the auto rental company in order to file a claim?**

At the time of the theft or damage, or when you return the rental vehicle, immediately ask the auto rental company for:

- A copy of the accident report form and claim document, which should indicate the costs you are responsible for and any amounts that have been paid toward the claim
- A copy of the initial and final auto rental agreement(s)
- A copy of the repair estimate and itemized repair bill
- Two (2) photographs of the damaged vehicle, if available
- A police report, if obtainable

**How do I file a claim?**

Submit the documents gathered from the auto rental company (listed above) along with the following additional documents to the Benefit Administrator:

- The completed and signed Auto Rental CDW claim form. *Please Note: Your completed claim form must be postmarked within ninety (90) days\* of the date of the theft or damage, even if all other required documentation is not yet available, or your claim may be denied.*
- A copy of your receipt or monthly billing statement as proof that the entire vehicle rental was charged and paid for with your eligible Visa card
- 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 notarized statement of no insurance or reimbursement is required.
- A copy of your primary insurance policy's Declarations Page to confirm your deductible. "Declarations Page" means the document(s) in your insurance policy that lists names, coverages, limits, effective dates and deductibles.
- Any other documentation deemed necessary by the Benefit Administrator to substantiate the claim

**Please Note:** All remaining documents must be postmarked within three hundred and sixty-five (365) days of the date of theft or damage. If you have difficulty obtaining the required documents within ninety (90) days\* of the date of theft or damage, submit the claim form with available documentation.

### **Do I have to do anything else?**

Usually there is nothing else you need to do. Typically, claims will be finalized within fifteen (15) days after the Auto Rental CDW Benefit Administrator has received all documentation necessary to fully substantiate your claim.

After the Benefit Administrator has paid your claim, all your rights and remedies against any party in respect of 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.

\* Not applicable to residents of certain states.

### **ADDITIONAL PROVISIONS FOR AUTO RENTAL CDW**

You must make every effort that would be made by a reasonable and prudent person to protect the rental vehicle from theft or damage. 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 including, but not limited to, the cost of repair services, no coverage shall exist for such claim and your benefits 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.

Once you report an occurrence, a claim file will be opened and shall remain open for six (6) months from the date of the incident/occurrence. No payment will be made on a claim that is not completely substantiated in the manner required by the Benefit Administrator within twelve (12) months of the date of the incident/occurrence.

No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. After the expiration of three (3) years from the time written Proof of Loss was to be provided, no action shall be brought to recover on this benefit. Further, no legal action may be brought against the Provider unless all the terms of this Guide to Benefit have been complied with fully.

This benefit is provided to eligible Visa cardholders at no additional cost. The terms and conditions contained in this Guide to Benefit may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefit mailings, statement inserts, or statement messages. The benefit described in this Guide to Benefit will not apply to Visa cardholders whose accounts have been suspended or canceled. Termination dates may vary by financial institution. Your financial institution can cancel or non-renew the benefit, 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 a Visa cardholder. Indemnity Insurance Company of North America ("Provider") is the underwriter of this benefit and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.

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