# Your Visa Card Guide to Benefit





# Lost Luggage Reimbursement

Effective 3/1/06

For questions about your balance, call the customer service number on your Visa statement.

#### Reimbursement Level: \$3,000

## How do I benefit from Lost Luggage Reimbursement?

When You pay for the entire cost of Common Carrier tickets with Your eligible Visa card, You will be eligible to receive reimbursement for Your Checked Luggage, carry-on luggage, and its contents for the difference between the "value of the amount claimed" and the Common Carrier's payment, up to \$3,000 per trip (in New York, coverage is limited to \$2,000 per bag for New York residents), provided the luggage was lost due to theft or misdirection by the Common Carrier. The "value of the amount claimed" is the lesser of the actual purchase price of the item(s), the actual cash value of the item(s) at the time of theft or misdirection with deduction for depreciation, or the cost to replace the item(s). The Eligible Person must take all reasonable means to protect, save, and/or recover any carry-on property at all times. This reimbursement is supplemental to and excess of any valid and collectible insurance and/or possible reimbursement from any other source.

#### What items are not covered?

- 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 traveler's 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 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.
- Loss resulting from abuse, fraud, or hostilities of any kind (including, but not limited to, war, invasion, rebellion, or insurrection).
- Business Items, cellular telephones, or art objects.

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 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.

Eligible Person means a Visa cardholder who pays for the specific occasions covered by using the eligible card.

Immediate Family Member means Your spouse or legal dependent children under age 18 (25 if enrolled as a full-time student at an accredited institution).

You and Your means an Eligible Person (as defined above) or Your Immediate Family Members who charged their trip to Your eligible

# What do I do if my luggage or its contents are lost or stolen?

If Your luggage or its contents are lost or stolen, 1) immediately notify the Common Carrier to begin the Common Carrier's claim process, and 2) immediately call the Benefit Administrator at 1-800-757-1274, or call collect at 0-804-673-6496. Notification to the Benefit Administrator must be made within twenty (20) days from the date the luggage was lost or stolen. The Benefit Administrator will answer any questions You may have and send You a special claim form.

#### How do I file a claim?

Complete the claim form You receive from the Benefit Administrator. Mail the following items within ninety (90) days from the date the luggage was lost or stolen to the address provided:

- 1. The completed claim form.
- 2. A copy of Your charge slip or receipt, as proof that the Common Carrier tickets were charged and paid for with Your eligible Visa card
- 3. 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, a list of the items lost and their value, and a copy of the luggage claim check (if applicable).
- 4. A copy of Your insurance declaration page or documentation of any settlement of the loss or theft.
- 5. Any other documentation deemed necessary by the Benefit Administrator to substantiate the loss or theft.

# Do I have to file a claim with my insurance company?

Yes. 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 option, deem a copy of Your personal insurance declarations page to be sufficient.

### **Transference of Claims**

After the Provider 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 Provider to the extent of the cost of the Provider's payment to You. The Provider shall be entitled at its own expense to sue in Your name. You must give the Provider all assistance as the Provider may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Provider to bring suit in Your name.

# (Continued on next page)

# Lost Luggage Reimbursement (Cont.)

Additional Provisions for Lost Luggage Reimbursement: Lost Luggage Reimbursement is supplemental to and excess of any other valid and collectible avenue of recovery which is available to You, the eligible Visa cardholder. We refund the excess amount once all other reimbursement has been exhausted up to the limit of liability.

This benefit is available only to You, the eligible Visa cardholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss to property protected by this benefit. The Provider will not unreasonably apply this provision to avoid claims. If You make any claim knowing it to be false or fraudulent, no coverage shall exist for such claim and Your benefits may be canceled.

The Provider relies on the truth of statements of each cardholder. Each cardholder agrees that such representations are 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.

No legal action for a claim may be brought against us until sixty (60) days after we receive Proof of Loss. After the expiration of two (2) 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 us unless all the terms of this Guide to Benefit and policy have been complied with fully.

Lost Luggage Reimbursement is a benefit provided to eligible Visa cardholders in accordance with the policy underwritten by Indemnity Insurance Company of North America ("Provider"). This benefit is subject to the terms and conditions outlined and includes certain restrictions, limitations, and exclusions. This Guide to Benefit is not a policy of insurance. In the event of any conflict between this Guide to Benefit and the policy, the policy will govern. The policy is on file at the offices of Visa U.S.A.

The benefit described in this Guide to Benefit will not apply to Visa cardholders whose accounts have been suspended or canceled.

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. Visa and/or Your financial institution can cancel or non-renew the benefit, and if we do, we will notify You at least thirty (30) days in advance. If the insurer non-renews or cancels any benefit provided to eligible Visa cardholders, You will be notified within 30–120 days before the expiration of the policy. In the event a substantially similar benefit takes effect without interruption, no such notice is necessary.

For general questions regarding this benefit, call the Benefit Administrator at 1-800-757-1274, or call collect at 0-804-673-6496.

FORM #VLUGOPT (03/06)

