## Your Guide to Benefits Package





# Visa Commercial Card

Effective 3/1/06

FOR QUESTIONS OR ASSISTANCE 24 HOURS A DAY, 365 DAYS A YEAR, CALL THE TOLL-FREE NUMBER ON THE BACK OF YOUR VISA® CARD, OR 1-800-VISA-911®

For more information about the benefits described in this Guide, call the customer service number on your Visa card statement.

### Travel and Emergency Assistance Services

You can enjoy greater peace of mind thanks to a wide range of Visa emergency services which are available 24 hours a day, 365 days a year. Please understand that, due to occasional problems such as distance, location, or time, neither Visa nor its service providers can be responsible for the availability, use, cost, or results of any medical, legal, transportation, or other services.

#### Who is eligible for Travel and Emergency Assistance Services?

You, your immediate family members, and your business associates may all take advantage of these special emergency services.

#### How do I get these services?

They're as close as the nearest phone. You simply call the Benefit Administrator at **1-800-VISA-911** any hour of the day or night. If you are outside the United States, call collect at 0-410-581-9994.

#### Is there a charge for these services?

No. Visa Travel and Emergency Assistance Services are available to eligible Visa cardholders at no additional charge.

Please note: Visa 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.

#### What are the specific services and what do they provide?

Visa Travel and Emergency Assistance Services will put you in touch with the appropriate emergency services should the need arise. Here are some of the ways we can help:

- Emergency Message Service can record and relay emergency messages for travelers, immediate family members, or business associates. NOTE: Visa 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.
- Medical Referral Assistance provides medical referral, monitoring, and follow-up. The Benefit Administrator can give you names of English-speaking local 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 Visa or personal account. NOTE: All costs are your responsibility.
- Legal Referral Assistance can arrange contact with Englishspeaking 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 through a transfer of funds from your Visa or personal account. The Benefit Administrator can also follow up to make sure bail has been properly handled. NOTE: 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 even includes arranging to bring your business associates home and staying in contact with family members or employers. In the case of a death, the Benefit Administrator can make arrangements to repatriate the remains. NOTE: All costs are your responsibility.
- Emergency Ticket Replacement helps you with the carrier's lost ticket reimbursement procedures if you should lose your ticket and can arrange delivery of a replacement ticket to you. NOTE: 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. The Benefit Administrator can also arrange a cash advance with your Visa issuing bank. However, you are responsible for the cost of any replacement items shipped to you.
- Emergency Translation Service provides telephone assistance in all major languages and helps find local interpreters, if available, when you need more extensive assistance. NOTE: All costs are your responsibility.
- Prescription Assistance and Valuable Document Delivery Arrangements can help you get prescriptions filled or replaced, subject to local laws, and can even arrange pickup and delivery of prescriptions filled for you at local or nearby pharmacies. It can also help transport critical documents which you may have left at your business or elsewhere. NOTE: All costs are your responsibility.
- Pre-Trip Assistance can give you information on your destination before you leave-information such as ATM locations, currency exchange rates, weather reports, health precautions, immunizations, and required passport visas.

Additional Provisions for Travel and Emergency Assistance Services: The benefit described in this Guide to Benefit will not apply to Visa cardholders whose accounts have been suspended or canceled. 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.

FORM #VTEAB (03/06)

## **Auto Rental Collision Damage Waiver**

#### What is this benefit?

When certain terms and conditions are met, Visa Auto Rental Collision Damage Waiver benefit ("Auto Rental CDW") provides— at no additional charge—reimbursement for damage due to collision or theft up to the actual cash value of most rental vehicles. Here are answers to some commonly asked questions about the benefit.

#### Who is eligible?

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

#### What is covered?

Subject to the terms and conditions in the Guide to Benefit, Visa Auto Rental CDW reimburses you for the repair or replacement of covered losses to a rental vehicle while it is your responsibility and while it is being used for business purposes. Only vehicle rental periods which neither exceed nor are intended to exceed thirty-one (31) consecutive days are covered.

This benefit is primary and provides reimbursement up to the actual cash value of the vehicle as it was originally manufactured. However, if the rental is for personal reasons, this coverage supplements, and applies excess of, any valid and collectible insurance or reimbursement benefits from any source.

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 are:

- Physical damage and/or theft of the covered rental vehicle.
- Valid loss-of-use charges imposed and substantiated by the rental agency through a fleet utilization log.
- Reasonable and customary towing charges, due to a covered loss, to the nearest qualified repair facility.

#### How do I activate this benefit?

For the benefit to be in effect, you must:

- Initiate and complete the entire rental transaction with your eligible Visa card, and
- Decline the vehicle rental company's collision damage waiver (CDW/LDW) option, or similar provision, if offered by the auto rental company.

#### Helpful hints:

- Check the rental vehicle for prior damage before leaving the rental lot.
- Review the vehicle rental agreement carefully to make sure you are declining CDW/LDW, and also, to familiarize yourself with the terms and conditions of the auto rental agreement.

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

Immediately call the Benefit Administrator at **1-800-VISA-911** to report the theft or damage, regardless whether liability has been established. If you are outside the United States, call collect at 0-410-581-9994. The Benefit Administrator will answer any questions you or the rental agency may have and will then send you a claim form.

All incidents must be reported immediately following the theft or damage, but in no event later than forty-five (45) days\* following the date of theft or damage. Furthermore, we reserve 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. We therefore advise you to notify us immediately after any loss.

You must make every reasonable effort to protect the rental vehicle from damage or theft.

#### What is not covered?

- $\blacksquare$  Any obligation you assume under any agreement.
- Any violation of the auto rental agreement or this benefit.
- Injury of anyone or anything inside or outside the rental vehicle.
- Loss or theft of personal belongings.
- Personal liability.
- Expenses assumed, waived, or paid by the rental agency or its insurer.
- Cost of any insurance or collision damage waiver offered by or purchased through the auto rental company.
- Expenses reimbursed under your business or personal automobile insurance policy.

- Depreciation of the rental vehicle caused by loss or damage, including, but not limited to "diminished value."
- Loss 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.
- Loss due to off-road operation of the rental vehicle.
- Loss due to hostility of any kind (including, but not limited to, war, invasion, rebellion, or insurrection).
- Confiscation by authorities.
- Vehicles that do not meet the definitions of covered vehicles.
- Rental periods that either exceed or are intended to exceed thirty-one (31) consecutive days.
- Leases and mini leases.
- Loss or damage as a result of the cardholder's lack of reasonable care in protecting the rental vehicle before and after damage occurs (for example, leaving the vehicle running and unattended).
- Losses reported more than forty-five (45) days\* from the date of loss.
- Losses for which a claim form has not been received within ninety (90) days\* from the date of loss.
- Losses for which all required documentation has not been received within 365 days from the date of loss.
- Losses from rental transactions that originated in Israel,
  Jamaica, the Republic of Ireland, or Northern Ireland.

# 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 at **1-800-VISA-911** for help. If you are outside the United States, call collect at 0-410-581-9994.

#### When and where am I covered?

This coverage is available on a 24-hour basis in the United States and most foreign countries. No benefit is provided for motor vehicles rented in Israel, Jamaica, the Republic of Ireland, or Northern Ireland. Additionally, coverage is not available where precluded by law or in violation of the territory terms of the rental agreement, or where prohibited by individual merchants. Because regulations vary outside the United States, we recommend you check with your auto rental company and the Benefit Administrator before you travel to make sure Visa Auto Rental CDW will apply.

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

#### What type of coverage is this?

Visa Auto Rental CDW is primary coverage. In other words, when your rental is primarily for business purposes, you do not have to claim payment from any source of insurance before receiving coverage under the benefit. However, if you are on a personal trip and you use your Visa card to rent a covered vehicle, your personal insurance would be primary coverage. In this case, Visa Auto Rental CDW supplements, and applies excess of, any valid and collectible insurance or reimbursement benefits from any source. It does not duplicate insurance provided by or purchased through the auto rental company; it will not pay for losses reimbursed by your own insurer, employer, employer's insurance, or any other valid and collectible insurance; however, it would pay only for the outstanding deductible portion or other charges including towing, reasonable administration fees, and "loss of use" charges not covered by your primary automobile insurance policy. If you do not carry personal automobile insurance, Visa Auto Rental CDW coverage is primary.

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

Excluded worldwide are: 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 are 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.

\* Not applicable to residents of certain states.

### (Continued on next page)

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.

This benefit is provided for only those vans manufactured and designed to transport a maximum of eight (8) people and which is used exclusively to transport people.

If you have any questions regarding a specific vehicle, call the Benefit Administrator at **1-800-VISA-911.** If you are outside the United States, call collect at 0-410-581-9994.

# What do I need from the auto rental company in order to file a Visa Auto Rental CDW claim?

At the time of the accident, theft, or damage, or when you return the rental vehicle, immediately ask the 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 or itemized repair bill.
- Two (2) photographs of the damaged vehicle, if available.
- A police report, if obtainable.

#### How do I file a claim?

You, the cardholder, are responsible for reporting your claim to the Benefit Administrator immediately, but in no event later than forty-five (45) days\* from the date of theft or damage, or your claim will be denied. Notice to any other party will not suffice. Furthermore, we reserve 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. We therefore advise you to notify us immediately after any theft or damage.

Mail the following documentation to the Benefit Administrator:

- The completed and signed Visa Auto Rental Collision Damage Waiver Claim Form. Your completed claim form must be postmarked within ninety (90) days\* of the date of theft or damage, even if all other required documentation is not yet available, or your claim will 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 written confirmation from your employer that the rental was primarily for business purposes.
- If the rental was for personal use, enclose a statement from your insurance carrier 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, please provide a notarized statement to that effect.
- A copy of the declaration page from your primary automobile insurance carrier if the rental was for personal use.

Enclose all the documents you received from the auto rental company:

- A copy of the Accident Report Form.
- A copy of the entire auto rental agreement(s).
- A copy of the repair estimate or itemized repair bill.
- $\blacksquare$  Two (2) photographs of the damaged vehicle, if available.
- A police report, if obtainable.
- Any other documentation deemed necessary by the Benefit Administrator to substantiate the claim.

For faster filing, submit your claim online. It's easy, convenient, and available at no extra cost to eligible Visa cardholders. To submit your claim and learn more about Visa Auto Rental CDW, go to the Visa Auto Rental CDW Claim Center at www.visa.com/eclaims.

If you experience difficulty in obtaining all the required documents within ninety (90) days\* of the date of theft or damage, just submit the claim form and any documentation you already have available. NOTE: All remaining documents must be postmarked within 365 days of the date of loss.

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

Usually not. Under normal circumstances, the claim will be paid within fifteen (15) days after the Visa Auto Rental CDW Benefit Administrator has received all documentation necessary to fully substantiate your claim.

However, 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 Provider to the extent of the cost of the Provider's payment to you. The Provider shall then be entitled at its own expense to sue in your name. Should this occur, 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.

\* Not applicable to residents of certain states.

Additional Provisions for Visa Auto Rental CDW: You must make every effort that would be made by a reasonable and prudent person to protect the Rental Vehicle from damage or theft. 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 your benefits may be canceled.

Once you report an occurrence, a claim file will be opened and shall remain open for six (6) months from the date of the damage or theft. 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 damage or theft.

Visa Auto Rental CDW is a benefit provided to eligible Visa cardholders in accordance with the policy underwritten by Indemnity Insurance Company of North America. The 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 the description of benefit in 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. 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 in this Guide to Benefit and policy have been compiled with fully.

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. Visa Auto Rental CDW will still apply to vehicle rentals commenced prior to the date of such cancellation or non-renewal provided all other terms and conditions of benefit are met.

FORM #VBCDW01 (03/06)

Whenever you need emergency service or answers, call the **Benefit Administrator**, 24 hours a day, 365 days a year. For calls outside the United States, call collect at 0-410-581-9994.

1-800-VISA-911

(1-800-847-2911)



visa.com