

## COMMON CARRIER TRAVEL ACCIDENT INSURANCE

### Plan:

As a Cardholder, you, your spouse or domestic partner and your dependent children will be automatically insured up to **five hundred thousand dollars (\$500,000.00)** against accidental loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any Common Carrier on which passage has been purchased for the Insured Person; or 2) riding as a passenger in, entering or exiting any Conveyance licensed to carry the public for hire or any Courtesy Transportation provided without a specific charge and while traveling to or from the airport, terminal or station; a) immediately preceding the departure of the scheduled Common Carrier on which passage has been purchased for the Insured Person; or b) immediately following the arrival of the scheduled 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. If the purchase of the Common Carrier passenger fare is not made prior to the Insured Person's arrival at the airport, terminal or station, coverage will begin at the time the cost of the Common Carrier passenger fare is charged to the eligible Account.

### Benefits:

The full Benefit Amount of **five hundred thousand dollars (\$500,000.00)** is payable for accidental loss of life; loss of speech and loss of hearing; loss of speech and one of loss of hand, foot or sight of one eye; loss of hearing and one of loss of hand, foot or sight of one eye; loss of both hands, both feet, loss of sight or any combination thereof. 50% of the Principal Sum is payable for accidental loss of hand, foot or sight of one eye (any one of each); loss of speech or loss of hearing. 25% of the Principal Sum is payable of loss of thumb and index finger of the same hand. "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.

### Eligibility:

This insurance plan is provided to Cardholders, their spouse, or domestic partner and dependent children, automatically 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 financial institution. Coverage shall also be provided when free flights have been awarded from frequent flier or points programs provided that all of the miles or points were accumulated from charges on that card. It is not necessary for you to notify your financial institution, the administrator or the Company when tickets are purchased.

### Cost:

This insurance plan is provided at no additional cost to eligible Cardholders. Your financial institution pays the full cost of the insurance.

### Beneficiary:

The Loss of Life benefit will be paid to the beneficiary designated by you. If no such designation has been made, the benefit will be paid to the first surviving beneficiary in the following order: a) your spouse or domestic partner, b) your child(ren), c) your parents, d) your brothers and sisters, e) your estate. You have the right to name a beneficiary. Beneficiary designations must be submitted in writing to the Plan Administrator. If any beneficiary has not reached the legal age of majority, then the Company will pay such beneficiary's legal guardian.

### Aggregate limit of insurance:

If more than one Insured Person insured under the same Account suffers a loss in the same Accident, the Company will not pay more than two (2) times the applicable Benefit Amount (the Aggregate Limit of Insurance). If an Accident results in Benefit Amounts becoming payable, which when totaled, exceed two (2) times the applicable Benefit Amount, then the Aggregate Limit of Insurance will be divided proportionally among the Insured Persons, based on each applicable Benefit Amount.

### Exclusions:

**This insurance does not apply to any accident when the United States of America has imposed any trade or economic sanctions prohibiting insurance of any accident or when there is any other legal prohibition against providing insurance for any accident.** This insurance also does not cover loss resulting from: 1) 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, or medical or surgical treatment; 2) participation in military action while in active military service; 3) suicide, attempted suicide or intentionally self-inflicted injuries; 4) declared or undeclared war; 5) while acting or training as a pilot or crew member, but this exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency; 6) the commission or attempted commission of any illegal act; 7) the Insured Person participating in parachute jumping from an aircraft; or 8) any occurrence while the Insured Person is incarcerated.

### Claim Notice:

Written claim notice must be given to us 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 we receive notice of a claim, we will send you forms for giving proof of loss to us within 15 days. If you do not receive the forms, you should send us a written description of the loss.

### Claim Proof of Loss:

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:

We will pay you or your beneficiary the applicable benefit amount within 60 days after we receive complete proof of loss and you, the policyholder and/or the beneficiary have complied with all the terms of this policy.

### Effective Date:

Your insurance becomes effective on the latest of: the effective date of this policy, the date on which you first meet the eligibility criteria as the Insured Person or the beginning of the period for which required premium is paid for you. Insurance for you automatically terminates on the earliest of: the termination date of this policy, the expiration of the period for which required premium has been paid for you, the date on which you no longer meets the eligibility criteria as the Insured Person or the date on which we pay out 100% of the principal sum.

Specific questions, beneficiary designations, and request for a claim form may be submitted to the

**Plan Administrator** at the following address:

CBSI Card Benefit Services  
550 Mamaroneck Avenue  
Harrison, NY 10528

### Definitions:

**Accident or Accidental** means a sudden, unforeseen and unexpected event which happens by chance, arises from a source external to the insured person, is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof, occurs while you are insured under this policy which is in force and is the direct cause of the loss.

**Accidental Bodily Injury** means bodily injury which is accidental, the direct cause of a loss and occurs while you are insured under this policy, which is in force.

**Account** means credit card accounts, debit card accounts, central bill accounts, checking accounts and savings accounts as set forth in the policy.

**Benefit Amount** means the amount which applies to you at the time the entire cost of the fare is charged to your account during the policy period.

**Common Carrier** means any motorized land, water or air conveyance organized and licensed for the transportation of passengers for hire and operated by an employee or an individual under contract.

**Common Carrier Covered Trip** means travel on a common carrier when the full fare for transportation has been charged to your account issued by the policyholder.

**Commutation** means travel between your residence and regular place of employment.

**Company** means Federal Insurance Company.

**Courtesy Transportation** means transportation provided without charge by a rental car agency, airport or hotel which transports you from the airport or station to the rental car agency or hotel or from the rental car agency or hotel to the airport or station.

**Credit Card** means a payment medium that takes the form of a credit card, credit plate, charge plate, courtesy card or other identification card or device issued to you. You may use the credit card to purchase, hire, rent or lease property or services. Credit Card does not include a debit card.

**Debit Card** means a payment medium that takes the form of a card, plate or other identification card or device issued to you as an owner of a deposit account maintained by the issuer. You may use the debit card to purchase, hire, rent or lease property or services. Debit Card does not include credit card.

**Dependent Child** means the Primary Insured Person's unmarried child from the moment of birth, including a natural child, grandchild, stepchild or adopted child from the date of placement with the Primary Insured Person. The Dependent Child must: 1) be under the age of twenty-four (24); 2) be unmarried; 3) have no dependents; 4) be enrolled as a full-time student at an Institution of Higher Learning; or 5) be classified as an Incapacitated Dependent Child.

**Domestic Partner** means a person designated by the primary insured person who is registered as a domestic partner or legal equivalent under the laws of the governing jurisdiction or who is at least 18 years of age and competent to enter into a contract; is not related to the primary insured person by blood; has exclusively lived with the primary insured person for at least 12 consecutive months prior to the date of enrollment; is not legally married or separated and as of the date of enrollment has with the primary insured person at least 2 of the following financial arrangements: a joint mortgage or lease, a joint bank account, joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease or a joint credit card account with a financial institution. Neither the primary insured person nor domestic partner can be married to, nor in a civil union with, anyone else.

**Incapacitated Dependent Child** means a child who, as a result of being mentally or physically challenged, is permanently incapable of self-support and permanently dependent on the Primary Insured Person for support and maintenance. The incapacity must have occurred while the child was: 1) under the age of nineteen (19); or 2) under the age of twenty-five (25) if enrolled as a full-time student at an Institution of Higher Learning.

**Institution of Higher Learning** means any accredited public or private college, university, professional trade or vocational school beyond the twelfth (12th) grade.

**Insured Person** means eligible cardholders, their Spouse or Domestic Partner and Dependent Children.

**Hazard** means the circumstances for which this insurance is provided, as stated in the policy.

**Immediate Family Member** means the insured person's spouse or domestic partner; 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 and nephews.

**Loss** means accidental loss of foot, loss of hand, loss of hearing, loss of life, loss of sight, loss of sight of one eye, loss of speech, loss of thumb and index finger. Loss must occur within one year after the accident.

**Loss of Foot** means the complete severance of a foot through or above the ankle joint.

**Loss of Hand** means a complete severance, as determined by a physician, of at least 4 fingers at or above the metacarpal phalangeal joint on the same hand or at least 3 fingers and the thumb on the same hand.

**Loss of Hearing** means permanent, irrecoverable and total deafness, as determined by a physician, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device.

## COMMON CARRIER TRAVEL ACCIDENT INSURANCE (Cont.)

**Loss of Sight** means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a physician.

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

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

**Loss of Thumb and Index Finger** means complete severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a physician. Physician means a licensed practitioner of the healing arts acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. Physician does not include you, an immediate family member, your employer or business partner or the policyholder.

**Proof of Loss** means written evidence acceptable to us that an accident, accident bodily injury or loss has occurred.

**Spouse** means your husband or wife who is recognized as such by the laws of the jurisdiction in which the primary insured person resides.

**War** means hostilities following a formal declaration of war by a governmental authority; in the absence of a formal declaration of war by a governmental authority, armed, open and continuous hostilities between two countries or armed, open and continuous hostilities between two factions, each in control of territory or claiming jurisdiction over the geographic area of hostility.

**We, Us and Our** means Federal Insurance Company.

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. Complete policy provisions are contained in the master policy, on file with the policyholder.

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 #: 9907-44-35**

DML-044000



# Merrill Edge® CMA Access® Visa®

## Terms and Conditions



Merrill Lynch, Pierce, Fenner & Smith Incorporated (referred to as "Merrill Lynch", "our," "us," or "we") reserves the right, at its sole discretion, to modify the terms and conditions from time to time, for any reason. When any change is made to the Terms and Conditions, we will post the revision(s) online or notify you in writing, as applicable.

### TRANSACTION FEES

#### ATM Withdrawals

**ATM fees are waived at Bank of America ATMs.** (Fee waiver applies to ATM surcharges only. Foreign exchange and cash advance fees may still apply.)

#### At non-Bank of America ATMs:

- For Merrill Edge Advisory Center clients: ATM surcharges are reimbursed for up to \$200 per year at U.S. ATMs (includes all U.S. territories – U.S. Virgin Islands, Guam, Federated States of Micronesia, Midway Islands and Puerto Rico)
- For Merrill Edge Self-Directed Clients: No reimbursements on ATM fees/surcharges

#### International Transaction Fee

For all transactions occurring outside of the United States, there is an international transaction fee equal to 2% of the U.S. dollar amount.

#### Non-ATM Cash Withdrawal Fee

There is a non-ATM cash withdrawal fee of 0.25% of the total dollar amount (minimum \$2.50) except for international cash advances.

#### SECURITY YOU CAN COUNT ON

**EARLY FRAUD WARNING** is designed to identify potential fraud if unusual or abnormal spending patterns are detected. Fraud monitoring reviews how and where the card is being used.

**ZERO LIABILITY** protects you from unauthorized purchases on your card regardless of where the transaction was made – at a store, on the Internet, by phone or by mail.

#### CONVENIENCE YOU'LL APPRECIATE

**GET A YEAR-END SUMMARY** that provides an entire year of transactions, all organized by category and month to facilitate tax preparation, analysis of expenses and financial planning.

**TRACK SPENDING** each month with an integrated statement that combines your Visa purchases and your Cash Management Account® activity.

**PAY BILLS AUTOMATICALLY** and save time when you schedule automatic payments of recurring bills such as wireless, telephone and insurance with your card.

These benefits and descriptions supersede any prior benefits and descriptions you may have received earlier. Please read and retain for your records. Your eligibility is determined by the date your financial institution enrolled your account in the benefits.

For information on any of these benefits, please call:

Toll-free: 1.800.914.8563

DID/Collect: 1.804.673.1543

**Effective 7/1/14**

## AUTO RENTAL COLLISION DAMAGE WAIVER 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 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 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.

### 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

**(Continued on next page)**

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**Are Not FDIC Insured Are Not Bank Guaranteed May Lose Value**



## AUTO RENTAL COLLISION DAMAGE WAIVER BENEFIT INFORMATION (Cont.)

- 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:

- Initiate and complete the entire rental transaction with your eligible card.
- 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.

#### 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** to report the theft or damage regardless of whether your liability has been established. 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 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.

For faster filing, or to learn more about Auto Rental CDW, visit [www.visa.com/eclaims](http://www.visa.com/eclaims)

### 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 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 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 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.

**FORM# BACMLARCDCWCONSEC 04/13**

## LOST LUGGAGE REIMBURSEMENT

**Reimbursement Level: One thousand two hundred and fifty dollars (\$1,250.00).**

### What is this benefit?

When You take a trip and pay for the entire cost of Common Carrier tickets with Your eligible card, You may be eligible to receive reimbursement if Your Checked Luggage and its contents are lost due to theft or misdirection by the Common Carrier.

You will be reimbursed for the difference between the "value of the amount claimed" and the Common Carrier's payment up to one thousand two hundred and fifty dollars (\$1,250.00) per trip, provided the luggage was lost due to theft or misdirection by the Common Carrier.

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

### Who is eligible for this benefit?

You are eligible if You charge a covered trip to Your valid, card issued in the United States. Only Your Checked Luggage is covered.

### What is covered?

The value of Your Checked Luggage and its contents are covered up to one thousand two hundred and fifty dollars (\$1,250.00) maximum per trip, provided the luggage or contents are lost due to theft or misdirection by the Common Carrier.

This benefit is supplemental to and excess of any valid and collectible insurance and/or collectible reimbursement from another source. This means that Your reimbursement amount is determined by the difference between the "value of the amount claimed" and the amount of any other collectible reimbursement, such as payment from 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).

### What items or losses 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
- Losses 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

#### Definitions

**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 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 eighteen (18) [under age twenty-five (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 card.

#### Filing a Lost Luggage Reimbursement Claim

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

Immediately notify the Common Carrier to begin their claims process.

**Call the Benefit Administrator.** 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.

**Please Note: 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.**

### 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:

- The completed claim form
- A copy of Your card statement, charge slip or receipt, as proof that the Common Carrier tickets were charged and paid for with Your eligible card
- 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, 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 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 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 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.

#### ADDITIONAL PROVISIONS FOR LOST LUGGAGE REIMBURSEMENT

Lost Luggage Reimbursement is supplemental to and excess of any other valid and collectible avenue of recovery that is available to You, the eligible cardholder. The Benefit Administrator will 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 cardholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss to property protected by this benefit. 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, 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.

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 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 the Provider unless all the terms of this Guide to Benefit 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 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 cardholders whose accounts have been suspended or canceled.

Termination dates may vary by financial institutions. 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 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.

**FORM# BACMLLL1250 04/13**

**BC 601\_ML\_LL**

## HOTEL THEFT PROTECTION

### What is this benefit?

When You pay for the cost of a Hotel/Motel room located in the United States or Canada with your eligible card You will be eligible to receive a one-time payment of up to one thousand five hundred dollars (\$1,500.00) for personal property stolen from your room, in excess of any compensation provided by the Hotel/Motel and/or any valid and collectible insurance benefits or reimbursement.

### Who is eligible for this benefit?

You are eligible if You are a valid cardholder of an eligible card issued in the United States.

### What is covered?

The cost of replacing Your personal property (or its depreciated value if you choose not to replace it) is covered up to a maximum of one thousand five hundred dollars (\$1,500.00) less any amounts paid or payable by the Hotel/Motel or any other insurance, whether the insurance is primary, contributing, excess, or contingent; or any other reimbursement. This benefit will be paid only if:

- There is evidence of Forceful Entry and;
- You make a sworn statement to police authorities having jurisdiction within 24 hours of the discovering the Hotel Theft and furnish a notarized copy of that statement with Your claim, and;
- The Hotel/Motel verifies the loss

**Please Note:** Coverage begins each time You Check In to an eligible room in a Hotel/Motel, and coverage ends each time You Check Out of an eligible room in a Hotel/Motel.

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

This benefit will not provide reimbursement for theft of the following:

- Animals
- Art objects
- Business Items and cellular phones
- Cash, checks, securities, credit cards, debit cards, and other negotiable instruments
- Tickets, documents, keys, coins, deeds, bullion, and stamps
- Perishables and consumables including, but not limited to perfume, cosmetics, and limited-life items such as rechargeable batteries

#### Definitions

**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.).

**Forceful Entry** means that someone illegally accessed Your Hotel/Motel room by breaking in a door, window, or surrounding walls.

**Hotel/Motel** means an establishment, located in the United States or Canada that provides lodging for the general public, and usually meals, entertainment, and various personal services.

**Hotel Theft** means Forceful Entry into Your premises and You suffer a loss of property.

**Check In** means the moment You register at the Hotel/Motel.

**Check Out** means the moment You vacate the Hotel/Motel room and pay the itemized total costs incurred for the stay.

**Eligible Person** means a valid cardholder who pays for the Hotel/Motel room by using the eligible card.

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

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

#### Filing a Hotel Theft Protection Claim

### What should I do if my hotel room is burglarized?

**Notify the Benefit Administrator immediately.** Notification must be made within twenty (20) days from the date of incident. The representative 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 your call to the Benefit Administrator. Mail the following items within ninety (90) days of the date of incident:

- The completed claim form
- A copy of Your charge slip, as proof that the Hotel/Motel was charged and paid for with Your eligible card
- A statement from Your insurance carrier (and/or Your employer, or employer's insurance carrier) showing any amounts they may have paid toward the claim cost or, if you have no applicable insurance or other reimbursement, a notarized statement to that effect
- A copy of the police report
- A copy of any valid and collectible insurance or other reimbursement available to You
- A copy of any settlement payment or reimbursement made to You from the Hotel/Motel
- Any other documentation deemed necessary by the Benefit Administrator to substantiate the claim

### Transference of Claims

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.

#### ADDITIONAL PROVISIONS FOR HOTEL THEFT PROTECTION

You must use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected 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 benefits may be canceled. Each claimant 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. 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 the Provider unless all the terms of this Guide to Benefit have been complied with fully.

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