

# **Credit Card Benefits**

Your Guide to Benefit describes the benefit in effect as of 8/21/2023. 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.

### **Auto Rental Collision Damage Waiver**

No cardholder wants to incur the expense of repairing or replacing a rented car. But accidents do happen, and vehicles do get stolen. No matter what happens to Your rental car, You can be covered with Auto Rental Collision Damage Waiver. Auto Rental Collision Damage Waiver reimburses You for damages caused by theft or collision -- up to the Actual Cash Value of most rented cars. Auto Rental Collision Damage Waiver covers no other type of loss. For example, in the event of a collision involving Your rented vehicle, damage to any other driver's car or the injury of anyone or anything is not covered. Rental periods of fifteen (15) consecutive days within Your country of residence, and thirty-one (31) consecutive days outside it, are both covered. (Longer rental periods, however, are **not** covered.)

You are eligible for this benefit if Your name is embossed on an eligible card issued in the United States and You use it to initiate and complete Your entire car rental transaction. Only You as the primary car renter and any additional drivers permitted by the Rental Car Agreement are covered.

#### How Auto Rental Collision Damage Waiver works with other insurance

Auto Rental Collision Damage Waiver covers theft, damage, valid loss-of-use charges imposed and substantiated by the auto rental company, administrative fees and reasonable and customary towing charges, due to a covered theft or damage to the nearest qualified repair facility.

If You *do* have personal automobile insurance or other insurance that covers theft or damage, this benefit reimburses You for the deductible portion of Your car insurance or other insurance, along with any unreimbursed portion of administrative and loss-of-use charges imposed by the car rental company, as well as reasonable towing charges while the car was Your responsibility.

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

If You are renting outside of Your country of residence, the coverage provided under this benefit is primary and reimburses You for covered theft, damage, or administrative and loss-of-use charges imposed by the rental company, as well as reasonable towing charges that occur while You are responsible for the vehicle.

#### How to use Auto Rental Collision Damage Waiver

- 1. Use Your card to initiate and complete Your entire car rental transaction.
- 2. Review the auto rental agreement and decline the rental company's collision damage waiver (CDW/LDW) option, or a similar provision, as accepting this coverage will cancel out Your benefit. If the rental company insists that You purchase their insurance or collision damage waiver, call the Benefit Administrator for assistance at 1-800-348-8472. Outside the United States, call collect at 1-804-673-1164.

#### Before You leave the lot, be sure to check the car for any prior damage.

This benefit is in effect during the time the rental car is in Your (or an authorized driver's) control, and it terminates when the rental company reassumes control of their vehicle.

This benefit is available in the United States and most foreign countries (with the exception of Israel, Jamaica, the Republic of Ireland or Northern Ireland). However, this benefit is not available where precluded by law, or where it's in violation of the territory terms of the auto rental agreement, or when prohibited by individual merchants. Because regulations vary outside the United States, check with Your auto rental company and the Benefit Administrator before You travel, to be sure that Auto Rental Collision Damage Waiver will apply.

#### Vehicles not covered

Certain vehicles are *not* covered by this benefit, they consist of: expensive, exotic, and antique cars; cargo vans; certain vans; vehicles with an open cargo bed; trucks; motorcycles; mopeds; motorbikes; limousines; and recreational vehicles.

Examples of expensive or exotic cars are the Alfa Romeo, Aston Martin, Bentley, Corvette, Ferrari, Jaguar, Lamborghini, Lotus, Maserati, Maybach, McLaren, Porsche, Rolls Royce, and Tesla. However, selected models of Audi, BMW, Mercedes-Benz, Cadillac, Infiniti, Land Rover, Lexus, Lincoln, and Range Rover *are* covered.

An antique car is defined as one that is over twenty (20) years old, or one that has not been manufactured for ten (10) years or more.

Vans are not covered. But those designed as small-group transportation vehicles (seating up to nine (9) people, including the driver) *are* covered.

# If You have questions about a specific vehicle's coverage or organization where the vehicle is being <u>reserved</u>, call the Benefit Administrator at 1-800-348-8472, or call collect outside the United States at 1-804-673-1164.

#### Related instances & losses not covered

- Any obligation You assume under any agreement (other than the deductible on Your personal auto policy)
- Any violation of the auto rental agreement or this benefit
- Injury of anyone, or damage to anything, inside or outside the Rental Vehicle
- Loss or theft of personal belongings
- Personal liability
- Expenses assumed, waived, or paid by the auto rental company, or its insurer
- The cost of any insurance, or collision damage waiver, offered by or purchased through the auto rental company
- Depreciation of the Rental Vehicle caused by the incident including, but not limited to, "diminished value"
- Expenses reimbursable by Your insurer, employer, or employer's insurance
- Theft or damage due to intentional acts, or due to the driver(s) being under the influence of alcohol, intoxicants, or drugs, or due to contraband, or illegal activities
- Wear and tear, gradual deterioration, or mechanical breakdown
- Items not installed by the original manufacturer
- Damage due to off-road operation of the Rental Vehicle
- Theft or damage due to hostility of any kind (including, but not limited to, war, invasion, rebellion, insurrection, or terrorist activities)
- Confiscation by authorities
- Vehicles that do not meet the definition of covered vehicles
- Rental periods that either exceed, or are intended to exceed, fifteen (15) consecutive days, within Your country of residence, or thirty-one (31) 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 damage or theft occurs (for example, leaving the car running and unattended)
- Theft or damage reported more than forty-five (45) days\* after the date of the incident
- Theft or damage for which a claim form has not been received within ninety (90) days\* from the date of the incident
- Theft or damage for which all required documentation has not been received within three hundred and sixty-five (365) days after the date of the incident
- Theft or damage from rental transactions that originated in Israel, Jamaica, the Republic of Ireland, or Northern Ireland
- Losses caused by or resulting from a Cyber Incident

#### \*Not applicable to residents in certain states

#### <u>Filing a claim</u>

It is Your responsibility as a cardholder to make every effort to protect Your Rental Vehicle from damage or theft. If You have an accident, or Your Rental Vehicle has been stolen, immediately call the Benefit Administrator at **1-800-348-8472** to report the incident, regardless of whether Your liability has been established. Outside the United States, call collect at **1-804-673-1164**.

You should report the theft or damage as soon as possible but no later **than forty-five (45) days** from the date of the incident.

The Benefit Administrator reserves the right to deny any claim containing charges that would not have been included, if notification occurred before the expenses were incurred. Thus, it's in Your best interest to notify the Benefit Administrator immediately after an incident. Reporting to any other person will not fulfill this obligation.

#### What You must submit to file a claim

At the time of the theft or damage, or when You return the Rental Vehicle, ask Your car rental company for the following documents:

- A copy of the accident report form
- A copy of the initial and final auto rental agreements (front and back)
- A copy of the repair estimate and itemized repair bill
- Two (2) photographs of the damaged vehicle, if available
- A police report, if obtainable
- A copy of the demand letter which indicates the costs You are responsible for and any amounts that have been paid toward the claim

Submit all of the above documents from the rental company, along with the following documents, to the Benefit Administrator:

- The completed and signed Auto Rental Collision Damage Waiver claim form (Important: This must be postmarked within ninety (90) days\* of the theft or damage date, even if all other required documentation is not yet available **or Your claim may be denied**).
- A copy of Your monthly billing statement (showing the last 4 digits of the Account number) demonstrating that the entire rental transaction was made on Your eligible Account.
- A statement from Your insurance carrier (and/or Your employer or employer's insurance carrier, if applicable), or other reimbursement showing the costs for which You are responsible, and any amounts that have been paid toward the claim. Or, if You have no applicable insurance or reimbursement, a statement of no insurance or reimbursement is required.

- A copy of Your primary insurance policy's Declarations Page (if applicable) to confirm Your deductible (This means the document(s) in Your insurance policy that lists names, coverages, limits, effective dates, and deductibles).
- Any other documentation required by the Benefit Administrator to substantiate the claim.

Finally, please note that all remaining documents must be postmarked within three hundred and sixty-five (365) days\* of the theft or damage date <u>or Your claim may be denied</u>.

#### \*Not applicable to residents of certain states.

#### For faster filing, or to learn more about Auto Rental Collision Damage Waiver, visit www.eclaimsline.com

#### Finalizing Your claim

Your claim will typically be finalized within 15 (fifteen) days, after the Benefit Administrator has received all the documentation needed to substantiate Your claim.

#### Transference of claims

Once Your claim has been paid, all Your rights and remedies against any party in regard to this theft or damage will be transferred to the Benefit Administrator, to the extent of the cost of payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.

#### **Definitions**

Account means Your credit or debit card Accounts.

Actual Cash Value means the amount a Rental Vehicle is determined to be worth based on its market value, age and condition at the time of loss.

**Computer Programs** means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

**Cyber Incident** means any of the following acts:

- (a) unauthorized access to or use of Your Digital Data or Rental Vehicle;
- (b) alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, deletion, erasure, loss of use or destruction of Your Digital Data or Rental Vehicle;
- (c) transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against Your Digital Data or Rental Vehicle;
- (d) restriction or inhibition of access to or directed against Your Digital Data or Rental Vehicle;
- (e) computer errors, including human operating error or omission; power failure, surge, or diminution of electronic systems; or mistakes in legitimate electronic code or damage from code installed on a Rental Vehicle during the manufacturing process, upgrade process, or normal maintenance

**Digital Data** means information, concepts, knowledge, facts, images, sounds, instructions, or Computer Programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. Digital Data shall include the capacity of a Rental Vehicle to store information, process information, and transmit information over the Internet.

Eligible Person means a cardholder who pays for their auto rental by using their eligible Account.

**Rental Car Agreement** means the entire contract an eligible renter receives when renting a Rental Vehicle from a rental car agency which describes in full all of the terms and conditions of the rental, as well as the responsibilities of all parties under the contract.

**Rental Vehicle** means a land motor vehicle with four or more wheels as described in the participating organization's disclosure statement which the eligible renter has rented for the period of time shown on the Rental Car Agreement and does not have a manufacturer's suggested retail price exceeding the amount shown on the participating organization's disclosure statement

**You or Your** means an Eligible Person who uses their eligible card to initiate and complete the rental car transaction.

#### Additional provisions for Auto Rental Collision Damage Waiver

- Signed or pinned transactions are covered as long as You use Your eligible Account to secure the transaction.
- You shall do all things reasonable to avoid or diminish any loss covered by this benefit. This provision will not be unreasonably applied to avoid claims.
- If You make any claim knowing it to be false or fraudulent in any respect, no coverage shall exist for such claim, and Your benefit may be cancelled. Each cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.
- No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.
- This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, statement messages or electronic notification. The benefits described in this Guide to Benefits will not apply to cardholders whose Accounts have been suspended or cancelled.
- Termination dates may vary by financial institutions. Your financial institution can cancel or nonrenew the benefits for cardholders, and if they do, they will notify You at least thirty (30) days in advance. Indemnity Insurance Company of North America ("Provider") is the underwriter of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.
- After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of the payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.
- This benefit does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the provision of insurance, including, but not limited to, the payment of claims.

# **Porch Piracy Protection**

You've made the ultimate purchase and have received notification that Your package was delivered, but when You get home Your porch is empty. You don't get frustrated, because You bought the item with Your eligible Nymeo Visa Credit card so You may be covered with Porch Piracy Protection.

#### Porch Piracy Protection eligibility and coverage

Porch Piracy Protection guards against the theft of eligible items of personal property purchased with Your Account and/or rewards programs associated with Your Account within the first ninety (90) days from the date of purchase. In the event of theft, this benefit reimburses You up to the total purchase price of Your item for a maximum of one thousand dollars (\$1,000.00) per claim and ten thousand dollars (\$10,000.00) per cardholder.

You are eligible for this benefit if You are the cardholder of an eligible card issued in the United States and You purchase either a portion or the entire cost of the item using Your Account and/or rewards programs associated with Your eligible Account.

Purchases made outside the United States and gifts purchased for others may also be covered if they are purchased with Your Account and/or rewards programs associated with Your eligible Account.

#### Porch Piracy Protection does not cover:

- Animals and living plants
- Antiques or collectible items
- Boats, aircraft, automobiles, and any other motorized vehicles and their motors, equipment, or accessories, including trailers and other items towable or attachable to any motorized vehicle
- Computer software
- Items purchased for resale, either professional or commercial use
- Items that are lost, or that "mysteriously disappear," meaning they vanished in an unexplained manner, with no evidence of wrongdoing by one person or several
- Items under the control and care of a common carrier (such as the U.S. Postal Service, airplanes, or a delivery service); this exclusion does not apply once the item has been reported by the common carrier or store as delivered
- Items in Your baggage (unless hand carried, or under Your supervision or that of a companion You know); includes jewelry and watches, among other things
- Theft stemming from abuse, fraud, hostilities (war, invasion, rebellion, insurrection, terrorist activities, and more); confiscation by authorities (if contraband or illegal);
- Theft from misdelivery, or voluntarily parting with property
- Medical equipment
- Perishable or consumable items, including cosmetics, perfumes, rechargeable batteries, among others
- Rented and leased items
- Traveler's checks, cash, tickets, credit or debit cards, among other negotiable purchased instruments
- Items used or pre-owned (Refurbished items will not be considered used or pre-owned as long accompanied by a warranty)
- Losses caused by or resulting from a Cyber Incident

#### How to file a Porch Piracy Protection claim

**Call the Benefit Administrator at 1-800-628-8472 within sixty (60) days of the theft (if You wait longer, coverage may be denied).** The Benefit Administrator will ask for some preliminary claim information, answer Your questions and send You a claim form. When You submit Your claim, be sure to include all information regarding Your claim including the time, place, cause and the amount to replace the item.

If the purchase was stolen from the delivery location, You are required to file a claim with the common carrier and/or retailer. If You have insurance (homeowner's, renter's, car, employer or any other), You are required to file a claim with Your insurance company. You are required to submit a copy of any claim settlement along with Your claim form. Porch Piracy Protection provides coverage on an "excess" coverage

basis, meaning it does not duplicate coverage, but pays for a loss only after valid and collectible insurance or indemnity (including, but not limited to, homeowner's, renter's, automobile, or employer's insurance policies), and compensation from the retailer and/or common carrier has been exhausted. At that point, Porch Piracy Protection will cover the loss up to the amount charged to Your eligible Account, subject to the terms, exclusions, and limits of liability of the benefit.

This benefit also pays for the outstanding deductible portion of Your insurance or indemnity for eligible claims. The maximum total limit of liability is up to one thousand dollars (\$1,000.00) per claim occurrence and ten thousand dollars (\$10,000.00) per cardholder. You will receive no more than the purchase price as recorded on the eligible card receipt.

When a protected item is part of a pair or set, You will receive no more than the value (as described above) of the particular part or parts, regardless of any special value that item may have as part of such a pair or set, and no more than the proportionate part of an aggregate purchase price of such pair or set.

#### For faster filing, or to learn more about Porch Piracy Protection, visit www.cardbenefitservices.com

Gift recipients may file their own claims, if they have the necessary substantiating documents.

#### What You must submit to file a claim

- Your signed and completed claim form
- A copy of Your monthly billing Account statement (showing the last four [4] digits of the Account number) demonstrating that the purchase was made on Your Account
- If more than one method of payment was used, please provide documentation as to additional currency, voucher, points or any other payment method utilized
- A copy of the itemized store receipt demonstrating that the purchase was made on Your Account
- A copy of the delivery confirmation (if applicable)
- Copy of the documentation of any other settlement of the loss (if applicable)
- Copy of the police report or claim filed with the retailer and/or common carrier (made within forty-eight [48] hours of the occurrence in the case of theft); If the loss was not reported, please provide a replacement receipt or other sufficient proof of loss deemed eligible solely by Your Benefits Specialist (if applicable)
- Any other documents necessary to substantiate Your claim

PLEASE NOTE: Your maximum recovery under the Porch Piracy Protection Benefit is the purchase price of the item, not to exceed the coverage limit.

# Please return Your signed and completed claim form with all documentation within ninety (90) days of the date of theft.

#### How You will be reimbursed

Once You've met the conditions of this benefit, You may receive payment to replace Your item, an amount not more than the original purchase price, less shipping and handling charges, up to one thousand dollars (\$1,000.00) per claim and ten thousand dollars (\$10,000.00) per cardholder. You will only be reimbursed up to the dollar amount to replace the item or the program limit, whichever is less. Under normal circumstances, reimbursement will take place within five (5) business days.

#### **Definitions**

Account means Your eligible credit or debit card Accounts.

**Computer Programs** means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

**Cyber Incident** means any of the following acts:

- (a) unauthorized access to or use of Your Digital Data or a Covered Purchase;
- (b) alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, deletion, erasure, loss of use or destruction of Your Digital Data or a Covered Purchase;
- (c) transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against Your Digital Data or a Covered Purchase;
- (d) restriction or inhibition of access to or directed against Your Digital Data or a Covered Purchase;
- (e) computer errors, including human operating error or omission; power failure, surge, or diminution of electronic systems; or mistakes in legitimate electronic code or damage from code installed on Covered Purchase during the manufacturing process, upgrade process, or normal maintenance.

**Digital Data** means information, concepts, knowledge, facts, images, sounds, instructions, or Computer Programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. Digital Data shall include the capacity of a Covered Purchase to store information, process information, and transmit information over the Internet.

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

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

#### Additional provisions for Porch Piracy Protection

- Signed or pinned transactions are covered as long as You use Your Account to secure the transaction.
- You shall do all things reasonable to avoid or diminish any loss covered by this benefit. This provision will not be unreasonably applied to avoid claims.
- If You make any claim knowing it to be false or fraudulent in any respect, no coverage shall exist for such claim, and Your benefit may be cancelled. Each cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.
- No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.
- This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, statement messages or electronic notification. The benefits described in this Guide to Benefits will not apply to cardholders whose Accounts have been suspended or cancelled.
- Termination dates may vary by financial institutions. Your financial institution can cancel or nonrenew the benefits for cardholders, and if they do, they will notify You at least thirty (30) days in advance. Indemnity Insurance Company of North America ("Provider") is the underwriter of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.

- After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of the payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.
- This benefit does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the provision of insurance, including, but not limited to, the payment of claims.

### **Travel and Emergency Assistance Services**

Emergencies can escalate quickly when You are traveling away from home. Something that is relatively straight forward when You are not traveling, like replacing prescription medication, can be a difficult task when You are dealing with local laws or language barriers.

Travel and Emergency Assistance Services are made available to help You in case of an emergency while You are traveling away from home. The Benefit Administrator can connect You with the appropriate local emergency and assistance resources available, 24 hours a day, 365 days a year.

#### Please note that due to occasional issues such as distance, location, or time, neither the Benefit Administrator nor its service providers can be responsible for the availability, use, cost, or results of any medical, legal, transportation, or other services.

# <u>What are Travel and Emergency Assistance Services and how do I use these services when I need them?</u>

Travel and Emergency Assistance Services are made available to You, if You are a cardholder of an eligible card issued in the United States. Your spouse and children (dependents under 22 years old) are also eligible to use these services.

Travel and Emergency Assistance Services provide assistance and referral only. You are responsible for the cost of any actual medical, legal, transportation, cash advance, or other services or goods provided.

To use the services, simply call the toll-free, 24-hour Benefit Administrator line at **1-800-992-6029**. **If You are outside the United States, call collect at 1-804-673-1675**.

#### What are the specific services and how can they help me?

- Emergency Message Service can record and relay emergency messages for travelers or their immediate family members. The Benefit Administrator will use reasonable efforts to relay emergency messages in accordance with benefit guidelines and limitations, but cannot take responsibility for the failure to transmit any message successfully. *All costs are Your responsibility.*
- Medical Referral Assistance provides medical referral, monitoring, and follow-up. The Benefit Administrator can give You names of local English-speaking doctors, dentists, and hospitals; assign a doctor to consult by phone with local medical personnel, if necessary, to monitor Your condition; keep in contact with Your family, and provide continuing liaison; and help You arrange medical payments from Your personal account. *All costs are Your responsibility.*
- Legal Referral Assistance can arrange contact with English-speaking attorneys and U.S. embassies and consulates if You're detained by local authorities, have a car accident, or need legal assistance. In addition, the Benefit Administrator can coordinate bail payment from Your personal account. The Benefit Administrator can also follow up to make sure bail has been properly handled. *All costs are Your responsibility.*
- Emergency Transportation Assistance can help You make all the necessary arrangements for emergency transportation home or to the nearest medical facility. This includes arranging to bring Your Young children home and helping You stay in contact with family members or

employers during the emergency. In the case of a death, the Benefit Administrator can make arrangements to repatriate the remains. *All costs are Your responsibility.* 

- Emergency Ticket Replacement helps You through Your carrier's lost ticket reimbursement process and assists in the delivery of a replacement ticket to You, should You lose Your ticket. *All costs are Your responsibility.*
- Lost Luggage Locator Service can help You through the Common Carrier's claim procedures or can arrange shipment of replacement items if an airline or Common Carrier loses Your checked luggage. *You are responsible for the cost of any replacement items shipped to You.*
- Emergency Translation Services provides telephone assistance in all major languages and helps find local interpreters, if available, when You need more extensive assistance. *All costs are Your responsibility.*
- Prescription Assistance and Valuable Document Delivery Arrangements can help You fill or replace prescriptions, subject to local laws, and can arrange pickup and delivery of Your prescriptions filled for You at local pharmacies. It can also help transport critical documents that You may have left at Your home or elsewhere. *All costs are Your responsibility.*
- Pre-Trip Assistance can give You information on Your destination before You leave such as ATM locations, currency exchange rates, weather reports, health precautions, necessary immunizations, and required passport visas.

#### **Definitions**

**Common Carrier** means any mode of transportation by land, water or air operating for hire under a license to carry passengers for which a ticket must be purchased prior to travel. Does not include taxi, limousine service, commuter rail or commuter bus lines.

**You or Your** means an eligible person whose name is embossed on an eligible U.S. issued card, and You reside in the United States.

#### Additional Provisions for Travel and Emergency Assistance Services

This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, statement messages or electronic notification. The benefits described in this Guide to Benefits will not apply to cardholders whose accounts have been suspended or cancelled.

### Lost Luggage Reimbursement

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

Fortunately, Lost Luggage Reimbursement is here to help. With Lost Luggage Reimbursement, You can be reimbursed for the difference between the "value of the amount claimed" and the Common Carrier's payment up to **\$3,000 per Covered** Trip (**for New York residents, coverage is limited to two thousand dollars (\$2,000.00) per bag**), provided the Checked Luggage and/or Carry-on Baggage and/or its contents was lost due to theft or misdirection by the Common Carrier. "Value of the amount claimed" is the lesser of the following three amounts: the original purchase price of the item(s), the actual cash value of the item(s) at the time of theft or misdirection (with appropriate deduction for depreciation), and the cost to replace the item(s).

You and Your Immediate Family Members are all eligible for this benefit when You take a Covered Trip and pay for the cost of Your Common Carrier tickets with Your eligible card issued in the United States and/or rewards program associated with Your covered Account. To be eligible for coverage, You must purchase a portion or the entire cost of the Covered Trip with Your covered Account and/or rewards program associated with Your covered Account. Only Your Checked Luggage and/or Carry-On Baggage and/or its contents is covered.

This benefit is supplemental to and excess of any collectible insurance and/or collectible reimbursement from any other source. The Benefit Administrator will refund the excess amount once all other reimbursement has been exhausted up to the limit of liability.

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

#### What is not covered?

Luggage Reimbursement does not apply to loss or theft of the following items:

- Automobiles, automobile accessories and/or equipment, motorcycles, motors, bicycles (except when checked with the Common Carrier), boats, or other vehicles or conveyances
- Contact lenses, eyeglasses, sunglasses, hearing aids, artificial teeth, dental bridges, and prosthetic limbs
- Money, securities, credit or debit cards, checks, and travelers' checks
- Tickets, documents (travel or otherwise), keys, coins, deeds, bullion, stamps, perishables, consumables, perfume, cosmetics, rugs and carpets, animals, cameras, sporting equipment, and household furniture
- Property shipped as freight or shipped prior to the Covered Trip departure date
- Items specifically identified or described in and insured under any other insurance policy
- Losses arising from confiscation or expropriation by any government or public authority or detention by customs or other officials
- Losses resulting from abuse, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion, or insurrection)
- Business items (items that are used in the purchase, sale, production, promotion, or distribution of goods or services including but not limited to, manuals, computers and their accessories, software, data, facsimile, samples, collateral materials, etc.), cellular telephones, or art objects

#### How to file a Lost Luggage Reimbursement claim

Immediately notify the Common Carrier to begin their claims process if Your luggage and/or its contents are lost or stolen.

Within twenty (20) days of the date Your luggage is lost or stolen, and You have notified the Common Carrier and begun their claims process, call the Benefit Administrator at **1-800-757-1274**, or call collect outside the U.S. at **1-804-673-6496**. The Benefit Administrator will ask You for some preliminary claim information and send You a special claim form. If You do not notify the Benefit Administrator within twenty (20) days of the date the luggage was lost or stolen, Your claim may be denied.

Within ninety (90) days of the date Your luggage was lost or stolen, return Your claim form and the requested documentation below to the address provided by the Benefit Administrator:

- A copy of Your monthly billing statement or the travel itinerary (showing the last four [4] digits of the Account number) confirming the Common Carrier ticket was charged to the covered Account and/or rewards program associated with Your covered Account
- If more than one method of payment was used, please provide documentation as to additional currency, voucher, points or any other payment method utilized
- A copy of ticketing by the Common Carrier, including but not limited to itinerary, boarding pass, or used ticket stub

- A copy of any check, settlement, denial or explanation of coverage issued by the Common Carrier together with a copy of the Common Carrier's completed claim form, a list of the items lost and their value, and a copy of the luggage claim check (if applicable)
- A copy of Your insurance policy's Declarations Page (if applicable) to confirm Your deductible (Declarations Page means the document(s) in Your insurance policy that lists names, coverages, limits, effective dates and deductibles)
- A copy of any settlement of the loss or theft from Your primary insurance
- Any other documentation deemed necessary by the Benefit Administrator to substantiate the loss or theft

#### For faster filing, or to learn more about Lost Luggage Reimbursement visit www.eclaimsline.com

If You have personal insurance (i.e., homeowner's, renter's, or other insurance applicable to the lost or stolen luggage or contents), You are required to file a claim with Your insurance company and submit a copy of any claim settlement along with Your completed claim form.

If the claim amount is within Your personal insurance deductible, the Benefit Administrator may, at its discretion, deem a copy of Your personal insurance Declarations Page to be sufficient.

#### **Transference of claims**

After the Benefit Administrator has paid Your claim of loss or theft under this reimbursement benefit, all Your rights and remedies against any party in respect of this loss or damage will be transferred to the Benefit Administrator to the extent of the payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.

#### **Definitions**

Account means Your credit or debit card Accounts.

**Carry-on Baggage** means the baggage which You personally carry onto the Common Carrier and for which You retain responsibility.

**Checked Luggage** means suitcases or other containers specifically designed for carrying personal belongings, for which a claim check has been issued to You by a Common Carrier.

**Common Carrier** means any land, water, or air conveyance operated under a license for the transportation of passengers for hire and for which a ticket must be purchased prior to commencing travel. Common Carrier does not include taxis, limousine services, or commuter rail or commuter bus lines.

**Covered Trip** means a trip while the Eligible Person is riding on a Common Carrier as a passenger and not as a pilot, operator or crew member, for which the expense has been charged to Your eligible Account and/or rewards program associated with Your covered Account, and which is not less than five (5) consecutive days but does not exceed sixty (60) consecutive days in duration.

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

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

**Spouse** includes Your domestic partner which is a person who is at least 18 years of age and who during the last twelve months: 1) has been in a committed relationship with the cardholder; (2) has been the cardholder's sole spousal equivalent; (3) has resided in the same household as the cardholder; and (4) has

been jointly responsible with the cardholder for each other's financial obligations and who intends to continue the relationship as stated above indefinitely.

**You or Your** means an Eligible Person or Your Immediate Family Members who charged a portion of their Covered Trip to Your eligible Account and/or rewards program associated with Your covered Account.

#### Additional provisions for Lost Luggage Reimbursement

- Signed or pinned transactions are covered as long as You use Your eligible card to secure the transaction.
- You shall do all things reasonable to avoid or diminish any loss covered by this benefit. This provision will not be unreasonably applied to avoid claims.
- If you make any claim knowing it to be false or fraudulent in any respect, no coverage shall exist for such claim, and Your benefit may be cancelled. Each cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.
- No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.
- This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, statement messages or electronic notification. The benefits described in this Guide will not apply to cardholders whose Accounts have been suspended or cancelled.
- Termination dates may vary by financial institutions. Your financial institution can cancel or nonrenew the benefits for cardholders, and if they do, they will notify You at least thirty (30) days in advance. Indemnity Insurance Company of North America ("Provider") is the underwriter of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.
- After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of the payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.
- This benefit does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the provision of insurance, including, but not limited to, the payment of claims.

# **Roadside Dispatch**<sup>®</sup>

#### For roadside assistance, call 1-800-847-

#### 2869 What is Roadside Dispatch?

Roadside Dispatch is a pay-per-use roadside assistance program. The program provides you with security and convenience wherever your travels take you.

No membership or pre-enrollment is required. No annual dues. No limit on usage.

#### For a set price per service call, the program provides:

- Standard Towing Up to 5 miles included1
- Tire Changing must have good, inflated spare
- Jump Starting

- Lockout Service (no key replacement)
- Fuel Delivery up to 5 gallons (plus the cost of fuel)
- Standard Winching

Roadside Dispatch will ask you where you are, what the problem is, and while they remain on the phone with you, they will arrange a dispatch to a reliable tow operator or locksmith to provide help. (If you feel you are in an unsafe location – Roadside Dispatch will advise you to hang up and dial 911. If you are not able to dial 911, they will call the non-emergency police number in your area, and will remain on the phone with you at your request until the police arrive.) You have the convenience of one toll-free phone number and you may save money because their rates are pre-negotiated.

Dependable roadside assistance is available 24 hours a day, 7 days a week in the United States. No membership or pre-enrollment is required. Just call Roadside Dispatch toll-free when you need them.

#### 1-800-847-2869 ~ it's that easy!

**Note:** Customers must pay service provider for mileage over 5 miles. A secondary unit being towed behind is not included but can be accommodated for an additional fee. Standard Winching applies within 100 feet of paved or county maintained road only. Current fee for a standard service call is \$79.95. Additional fees may apply for winching services under certain circumstances. Service call fees are subject to change at any time; however, callers will be notified of pricing prior to any service dispatch. This program may be discontinued at any time without prior notice. Program void where prohibited.

<sup>1</sup>Any vehicle with wheels is covered under the program as long as it can be classified as 'Light Duty'. 'Light Duty' vehicles are vehicles that weigh 10,000 lbs. or less. Vehicles weighing more than 10,000 lbs. are considered 'Medium Duty' or 'Heavy Duty' and are NOT covered under this program.

**Additional Terms:** Service providers supplying emergency roadside assistance and towing are independent contractors and are solely liable for their services. Neither Visa nor Nymeo Federal Credit Union shall have any responsibility or liability in connection with the rendering of the service. Emergency roadside assistance and towing may not be available in areas not regularly traveled, nor in other "off road" areas not accessible by ordinary towing vehicles. Weather conditions, time of day, and availability of service may affect assistance responses. Expectations for dispatch are set with the customer on every call, and an expected estimated time of arrival is provided to the customer regardless of their location; however, neither Visa nor Nymeo Federal Credit Union provides any assurances as to the ability of the service provider to meet such estimates. You are responsible for any roadside assistance or towing charges incurred by facilities responding to your request even if you are not with your vehicle or your vehicle is gone upon their arrival. 24-hour roadside assistance services provided by: Cross Country Motor Club, Inc. d/b/a Agero, a Massachusetts corporation, and Cross Country Motor Club of California, Inc. a California corporation.