Your Guide to Benefit describes the benefit in effect as of 4/1/16. Benefit information in this guide replaces any prior benefit information you may have received. Please read and retain for your records. Your eligibility is determined by your financial institution.

# YOUR GUIDE TO CARD BENEFIT

# Visa Card Lost Luggage Reimbursement

For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-757-1274, or call collect outside the U.S. at 804-673-6496.

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

#### **Benefit Information**

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 Visa card and/or with rewards points earned on your covered account, 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, Visa card issued in the United States and/or with rewards points earned on your covered account. 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 <u>not</u> 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 Visa cardholder who pays for the specific occasions covered by using the eligible Visa card and/or with rewards points earned on your covered account.

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 Visa card and/or with rewards points earned on your covered account.

## 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 at 1-800-757-1274, or call collect outside the U.S. at 804-673-6496. Notification to the Benefit Administrator must be made within twenty (20) days from the

date the luggage was lost or stolen. The Benefit Administrator will answer any questions You may have and Send You a special claim form.

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 Visa card statement, charge slip or receipt, as proof that the Common Carrier tickets were charged and paid for with Your eligible Visa card and/or with rewards points earned on your covered account
- 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

For faster filing or to learn more about Lost Luggage Reimbursement visit <a href="https://www.eclaimsline.com">www.eclaimsline.com</a>

#### 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 Visa 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 Visa 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 Visa cardholders at no additional cost. The terms and conditions contained in this Guide to Benefit may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefit mailings, statement inserts, or statement messages. The benefit described in this Guide to Benefit will not apply to Visa cardholders whose accounts have been suspended or canceled. Termination dates may vary by financial institutions. Your financial institution can cancel or nonrenew the benefit, and if they do, they will notify You at least thirty (30) days in advance. This information is a description of the benefit provided to You as a Visa cardholder. Indemnity Insurance Company of North America ("Provider") is the underwriter of this benefit and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.

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