This coverage and description supersedes any coverage and description you may have received earlier.

Please read and retain for your records.

## Your Visa Classic Guide to Benefit



# Travel Accident Insurance

Effective 3/1/05

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

#### This is an accidental death and dismemberment only policy and does not pay benefits for loss from sickness

PRINCIPAL SUM: \$100,000

This Description of Coverage is provided to eligible Visa cardholders, and replaces any and all Descriptions of Coverage previously issued to the insured with respect to insurance described herein.

#### **Eligibility and Period of Coverage**

You and your dependents become covered automatically when the entire Common Carrier fare is charged to your covered VISA card account ("Covered Persons"). It is not necessary to notify the Financial Institution, the Insurance Company, or Program Administrator when tickers are purchased. Coverage ends when the policy is terminated or on the date your covered card terminates or ceases to be in good standing, whichever occurs first.

#### Benefits

Subject to the terms and conditions, if a Covered Person's accidental bodily Injury occurs while on a Covered Trip and results in any of the following Losses within one (1) year after the date of the accident, the Insurance Company will pay the following percentage of the Principal Sum for accidental Loss of:

Lite
Both hands or both feet100%
Sight of both eyes100%
One hand and one foot100%
Speech and hearing100%
One hand or one foot and the sight of one eye100%
One hand or one foot50%
Sight of one eye50%
Speech or hearing50%
Thumb & index finger on the same hand25%
In no event will multiple charge cards obligate the Insurance

In no event will multiple charge cards obligate the Insurance Company in excess of the stated benefit for any one Loss sustained by a Covered Person as a result of any one accident. The maximum amount payable for all Losses due to the same accident is the Principal Sum.

Loss means actual severance through or above the wrist or ankle joints with regard to hands and feet; entire and irrevocable Loss of sight, speech, or hearing; actual severance through or above the metacarpophalangeal joints with regard to thumb and index fingers. The life benefit provides coverage in the event of a Covered Person's death. If a Covered Person's body has not been found within one (1) year of disappearance, stranding, sinking, or wreckage of any Common Carrier in which the Covered Person was covered as a passenger, then it shall be presumed, subject to all other provisions and conditions of this coverage, the Covered Person suffered Loss of life

*Injury* means bodily injury resulting directly and independently of all other causes from an accident which occurs while the Covered Person is covered under this policy.

Covered Trip means a trip (a) while the Covered Person is riding on a Common Carrier as a passenger and not as a pilot, operator, or crew member; (b) charged to your covered card; and (c) that begins and ends at the places designated on the ticket purchased for the trip. Covered Trip will also include travel on a Common Carrier (excluding aircraft), directly to, from, or at any Common Carrier terminal, which travel immediately precedes departure to or follows arrival at the destination designated on the ticket purchased for the Covered Trip.

Common Carrier means any scheduled airline, land, or water conveyance licensed for transportation of passengers for hire. Common Carrier does not include a conveyance operated for sport, recreation, and/or sightseeing activities or for any travel in any aircraft device for aerial navigation except as expressly provided in the policy.

Exclusion: No payment will be made for any Loss that occurs in connection with, or is the result of: (a) suicide, attempted suicide, or intentionally self-inflicted injury; (b) any sickness or disease; (c) travel or flight on any kind of aircraft or Common Carrier except as a farepaying passenger in an aircraft or on a Common Carrier operated by a regular schedule for passenger service over an established route; or (d) war or act of war, whether declared or undeclared.

Beneficiary: Benefit of Loss of life is payable to your estate, or to the beneficiary designated in writing by you. All other benefits are payable to you.

Notice of Claim: Written Notice of Claim, including your name and policy number VTA00015, should be mailed to the Program Administrator within twenty (20) days of a covered Loss or as soon as reasonably possible. The Program Administrator will send the claimant forms for filing proof of Loss.

The Cost: This travel insurance is purchased for you by your Financial Institution.

Description of Covenage. This description of covenage details material facts about a Travel Accident Insurance Policy which has been established for you and is underwritten by Virginia Surety Company, Inc. Please read this description carefully. All provisions of the plan are in the master policy, VTA00015, issued to the Visa U.S.A. Trust, Chicago, IL which is effective 4/1/03. Any difference between the policy and this description will be settled according to the provisions of the policy.

#### Questions

Underwritten by:

Answers to specific questions can be obtained by writing to the

Program Administrator: Cardholder Services

550 Mamaroneck Avenue, Suite 309 Harrison, NY 10528 Virginia Surety Company, Inc. 1000 N. Milwaukee Avenue

Glenview, IL 60025

1 Your spouse, unmarried dependent child(ren), under age 19 (25 if a full-time student). No age limit for incapacitated child. Incapacitated child means a child incapable of self-sustaining employment by reason of mental retardation or physical handicap, and chiefly dependent on you for support and maintenance. The maximum benefit payable for dependent children is the

#### **Program Provisions for Travel Accident Insurance:**

Travel Accident Insurance is provided under a master policy of insurance issued by Virginia Surety Company, Inc. (herein referred to as "the Company"). We reserve the right to change the benefits and features of all these programs.

The terms and conditions contained in this Program Guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Program Guide mail-

ings, statement inserts, or statement messages. The program described in this Guide will not apply to Visa cardholders whose accounts have been suspended or canceled.

Visa, the Company, and/or your Financial Institution can cancel or non-renew the coverage, and if we do, we will notify you at least thir y (30) days in advance. Such notices need not be given if substantially similar replacement coverage takes effect without interruption and is provided by the same insurer. Insurance benefits will still apply to Covered Trips commenced prior to the date of such cancellation or non-renewal, provided all other terms and conditions of coverage are met. Travel Accident Insurance does not apply if your Card privileges have been suspended or canceled. However, Insurance benefits will still apply to Covered Trips commenced prior to the date that your account is suspended or canceled provided all other terms and conditions of coverage are met.

Coverage will be void if, at any time, the eligible Visa Cardholder has concealed or misrepresented any material fact or circumstance concerning the coverage or the subject thereof of the eligible Visa Cardholder's interest herein, or in the case of any fraud or false swearing by the Insured relating thereto. No person or entity other than the eligible Visa Cardholder shall have any legal or equitable right, remedy, or claim for insurance proceeds and/or damages under or arising out of this coverage.

No action at law or in equity shall be brought to recover on this coverage prior to the expiration of sixty (60) days after proof of Loss has been furnished in accordance with the requirements of this Description of Coverage.

The Company, at its expense, has the right to have you examined, as often as reasonably necessary while a claim is pending. The Company may also have an autopsy made unless prohibited by law.

TSCU-02 (7/06)

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Please read and retain for your records.

Your Visa Card Guide to Benefit

# Auto Rental Collision Damage Waiver Program

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

#### What is this benefit?

Visa Auto Rental Collision Damage Waiver Program ("Auto Rental CDW Program") provides—at no additional charge—coverage on a 24-hour basis for damage due to collision or theft up to the actual cash value of most rental vehicles when certain terms and conditions are met. Here are answers to some commonly asked questions about the program.

#### Who is eligible?

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

#### What is covered?

Visa Auto Rental CDW Program reimburses you for the repair or replacement of covered losses to a rental vehicle while it is your responsibility.

Only covered 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 are covered.

The program provides coverage up to the actual cash value of the vehicle as it was originally manufactured. Most private passenger automobiles, minivans, and sport utility vehicles are covered, but some restrictions may apply. Please contact the Program Administrator to inquire about a specific vehicle.

Within your country of residence this coverage is secondary to any other valid and collectible insurance from any other source.

#### Covered losses are:

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

#### What is not covered?

- n Any obligation you assume under any agreement (other than the deductible under your personal auto policy).
- n Any violation of the car rental agreement or this program.
- n Injury of anyone or anything inside or outside the rental vehicle.
- n Loss or theft of personal belongings.
- n Personal liability.
- n Expenses assumed, waived, or paid by the rental agency or its insurer.
- n Cost of any insurance or collision damage waiver offered by or purchased through the car rental company.
- n Expenses reimbursable by your insurer, employer, or employer's insurance.
- n Loss due to intentional acts, or due to the driver(s) being under the influence of alcohol, intoxicants, or drugs, or due to contraband or illegal activities.
- n Wear and tear, gradual deterioration, or mechanical breakdown.
- n Items not installed by the original manufacturer.
- n Loss due to off-road operation of the rental vehicle.
- n Loss due to hostility of any kind (including, but not limited to, war, invasion, rebellion, or insurrection).
- n Confiscation by authorities.
- n Vehicles that do not meet the definitions of covered vehicles.
- n 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.
- n Leases and mini leases.

- n Loss or damage as a result of the cardholder's lack of reasonable care in protecting the rental vehicle before and after damage occurs (for example, leaving the vehicle running and unattended).
- n Losses reported more than twenty (20) days: from the date of loss.
- n Losses for which a claim form has not been received within ninety (90) days; from the date of loss.
- n Losses for which all required documentation has not been received within 365 days from the date of loss.
- n Losses from rental transactions which originated in Israel, Jamaica, or the Republic of Ireland or Northern Ireland.

#### How do I activate this coverage?

For coverage to be in effect, you must:

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

Helpful hints:

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

# What if the car rental company insists that I purchase the car rental company's car insurance or collision damage waiver?

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

#### When and where am I covered?

This coverage is available on a 24-hour basis, in the United States and most foreign countries. No coverage is provided for motor vehicles rented in Israel, Jamaica, or the Republic of Ireland or Northern Ireland. Additionally, coverage is not available where precluded by law or in violation of the territory terms of the rental agreement or prohibited by individual merchants. Because regulations vary outside the United States, we recommend you check with your car rental company and the Program Administrator before you travel to make sure your Visa Auto Rental CDW Program will apply. Coverage is in effect while the rental vehicle remains in your control or in the control of a person permitted to operate the rental vehicle in accordance with the rental agreement between you and the car rental company. Coverage terminates when the car rental company re-assumes control of the rental vehicle.

#### What type of coverage is this?

Visa Auto Rental CDW Program is "secondary" coverage within your country of residence and "primary" coverage outside your country of residence.

Within your country of residence, coverage is on a "secondary" insurance basis. It does not duplicate insurance provided by or purchased through the car rental company; it will not pay for losses reimbursed by your own insurer, employer, employer's insurance, or any other valid insurance. However, it will pay for the outstanding deductible portion or other charges not covered by your primary automobile insurance policy or if you do not have automobile insurance.

Outside your country of residence, coverage is primary where available. You do not have to claim payment from any other source of insurance before receiving coverage under the policy.

†Not applicable to residents of certain states.

#### (Continued on next page)

#### **Auto Rental Collision Damage Waiver Program (Cont.)**

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

Excluded worldwide are: expensive, exotic, and antique automobiles; certain vans; trucks; motorcycles, mopeds, and motorbikes; limousines: and recreational vehicles.

Examples of excluded expensive or exotic automobiles are the Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, and Rolls Royce. However, selected models of BMW, Mercedes-Benz, Cadillac, and Lincoln are covered.

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.

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

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

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

Immediately call the Program Administrator at 1-800-VISA-911 to report the loss. If you are outside the United States, call collect at 0-410-581-9994. The Program Administrator will answer any questions you or the car rental agency may have and will then send you a claim form.

All claims must be reported immediately following the loss, but in no event later than twenty (20) days: following the date of the loss. Furthermore, we reserve the right to deny any claim that contains charges that would not have been included had the Program Administrator been notified before those expenses were incurred. We therefore advise you to notify us immediately after any loss.

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

At the time of the accident, or when you return the rental vehicle, immediately ask your car rental company for:

- n 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.
- n A copy of the initial and final car rental agreement(s).
- n A copy of the repair estimate or itemized repair bill.
- n Two (2) photographs of the damaged vehicle, if available.
- n A police report, if obtainable.

#### How do I file a claim?

You, the cardholder, are responsible for reporting your claim to the Program Administrator within twenty (20) days of the date of loss, or your claim will be denied. Notice to any other party will not suffice. Furthermore, we reserve the right to deny any claim that contains charges that would not have been included had the Program Administrator been notified before those expenses were incurred. We therefore advise you to notify us immediately after any loss.

Complete and sign the claim form you receive from your call to the Program Administrator. Mail the following documentation to the Program Administrator:

- n The completed and signed Visa Auto Rental CDW Program Claim Form. Your completed claim form must be postmarked within ninety (90) days<sup>1</sup> of the loss, even if all other required documentation is not yet available, or your claim will be denied.
- n A copy of your receipt or monthly billing statement as proof that the entire vehicle rental was charged and paid for with your eligible Visa card.
- n A statement from your insurance carrier (and/or your employer or employer's insurance carrier, if applicable) showing the costs you are responsible for and any amounts that have been paid toward the claim. Or, if you have no other applicable insurance, please provide a notarized statement to that effect.
- n A copy of the declaration page from your primary automobile insurance carrier.

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

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

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

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

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

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

However, after the Program Administrator has paid your claim of loss, all your rights and remedies against any party in respect of this loss will be transferred to the Program Administrator to the extent of the cost of the Program Administrator's payment to you. The Program Administrator shall then be entitled at its own expense to sue in your name. Should this occur, you must give the Program Administrator all assistance as the Program Administrator may reasonably require to secure its rights and remedies including the execution of all documents necessary to enable the Program Administrator to bring suit in your name.

†Not applicable to residents of certain states.

Program Provisions for Auto Rental CDW Program: You must make every effort that would be made by a reasonable and prudent person to protect the Rental Vehicle from damage or theft. This provision will not be applied unreasonably to avoid claims.

If you make any claim knowing it to be false or fraudulent in any respect including, but not limited to, the cost of repair services, no coverage shall exist for such claim and your benefits may be canceled.

Once you report an occurrence, a claim file will be opened and shall remain open for six (6) months from the date of the damage or theft. No payment will be made on a claim that is not completely substantiated in the manner required by the Program Administrator within twelve (12) months of the date of damage or theft.

The Visa Auto Rental CDW Program is a service provided to eligible Visa cardholders in accordance with the policy underwritten by Indemnity Insurance Company of North America. Coverage is subject to the terms and conditions outlined and includes certain restrictions, limitations, and exclusions. This Program Guide is not a policy of insurance. In the event of any conflict between the description of coverage in this Guide and the policy, the policy will govern. The policy is on file at the offices of Visa U.S.A.

No legal action for a claim may be brought against us until sixty (60) days after we receive Proof of Loss. After the expiration of two (2) years from the time written Proof of Loss was to be provided, no action shall be brought to recover on this coverage. Further, no legal action may be brought against us unless all the terms of this Program Guide and policy have been complied with fully.

The terms and conditions contained in this Program Guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Program Guide mailings, statement inserts, or statement messages.

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

Visa and/or your Financial Institution can cancel or non-renew the coverage, and if we do, we will notify you at least thirty (30) days in advance. If the insurer non-renews or cancels any coverages provided to eligible Visa cardholders, you will be notified within 30–120 days before the expiration of the policy. In the event substantially similar coverage takes effect without interruption, no such notice is necesary. Visa Auto Rental CDW Program coverage will still apply to vehicle rentals commenced prior to the date of such cancellation or non-renewal provided all other terms and conditions of coverage are met. For general questions regarding this benefit, call the Program Administrator at 1-800-VISA-911. If you are outside the United States, call collect at 0-410-581-9994.

FORM #VCCDW01 (03/05)