

### VISA® COMMERCIAL CARD GUIDE TO BENEFITS

Your Guide to Benefits describes the benefits in effect as of September 1, 2018. Benefit information in this guide replaces any prior benefit information you may have received. Please read and retain for your records. Your eligibility for the benefits described in this Guide to Benefits is determined by City National Bank.

For more information about the benefits described in this Guide to Benefits, call the Benefit Administrator at 1-800-VISA-911 (1-800-847-2911), or call collect outside the U.S. at 1-303-967-1096.

For questions about your City National Visa Commercial Card account, your balance, or City National Rewards® Points, please call the Customer Service number on your Visa Commercial Card statement.

The benefits described in this Guide to Benefits are subject to change at any time.

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#### **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 thirty-one (31) consecutive days are covered. (Longer rental periods, however, are *not* covered.)

You are eligible if Your name is embossed on an eligible card issued in the United States or if You are authorized by Your company to rent an eligible vehicle using the company's eligible Account, as long as the rental is purchased entirely with the Account. Only You, as the primary renter of the vehicle, 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 the Rental Vehicle is for commercial and/or business purposes, Auto Rental Collision Damage Waiver benefit acts as primary coverage, and You may be reimbursed for up to the actual cash value of the vehicle.

If the Rental Vehicle is for personal reasons, this benefit is secondary coverage, supplemental to Your personal automobile insurance, meaning You may only be reimbursed for the amount of Your personal insurance deductible or other charges, including valid administrative and loss-of-use charges not covered under Your personal insurance policy. If You are renting outside Your country or residence, or if You do not have automobile insurance, Auto Rental Collision Damage Waiver acts as primary coverage.

#### <u>How to use Auto Rental Collision Damage</u> Waiver

- 1. Use Your card to initiate and complete Your entire car rental transaction.
- 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 reserved, 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 thirty-one (31) consecutive days
- 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 the 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

\*Not applicable to residents in certain states

#### Filing a claim

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 four [4] digits of the Account number) demonstrating that the entire rental transaction was made on Your eligible Account.
- If the rental was for personal use, 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.
- If the rental was for personal reasons, 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 **or Your claim may be denied**.

\*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 fifteen (15) 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.

**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 notifications. 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 non-renew 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.

FORM #BCDW01 - 2017 (Stand 04/17)

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For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-348-8472, or call collect outside the U.S. at 1-804-673-1164.

Please Note: In this document, "Visa card" refers to Visa Corporate, Visa Fleet, Visa Meetings, Visa Purchasing, or any combination of these products (Visa Commercial).

#### 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 five thousand dollars (\$5,000.00) 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 Carryon 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: (i) the original purchase price of the item(s), (ii) the actual cash value of the item(s) at the time of theft or misdirection (with appropriate deduction for depreciation), and (iii) 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 Visa Commercial 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

### <u>How to file a Lost Luggage Reimbursement</u> 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 Visa Commercial 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 Visa Commercial Cardholder; (2) has been the Visa Commercial Cardholder's sole spousal equivalent; (3) has resided in the same household as the Visa Commercial Cardholder; and (4) has been jointly responsible with the Visa Commercial 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 Visa Commercial 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 Visa Commercial 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 Visa Commercial Cardholders whose Accounts have been suspended or cancelled.
- Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefits for Visa Commercial 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.

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 1-804-673-6496.

#### Travel Accident Insurance Description of Coverage

Principal Sum: \$100,000

# THIS IS AN ACCIDENTAL DEATH AND DISMEMBERMENT ONLY POLICY AND DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS

This Description of Coverage is provided to all eligible Visa Commercial 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**

As a Visa Commercial Cardholder, you are covered beginning on September 1, 2018, or the date your credit card is issued, whichever is later.

You and your dependents become covered automatically when the entire Common Carrier fare is charged to your covered Visa Commercial Card account ("Covered Persons"). It is not necessary to notify the financial institution, the Insurance Company, or the Plan Administrator when tickets are purchased. Coverage ends when the policy is terminated.

\*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. Dependent child(ren) receive fifty percent (50%) of your benefit amount.

#### **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:

Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Speech and hearing	100%
One hand or one foot and the sight of one eye	100%
One hand or one foot	.50%
Sight of one eye	.50%
Speech or hearing	.50%
Thumb and index finger on the same hand	.25%

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.

#### **Definitions**

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 or injuries, sustained by the insured person which are the direct cause of Loss, independent of disease cause of Loss, independent of disease or bodily infirmity, and occurring while the Covered Person is covered under this policy, while the insurance is in force.

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 and (b) charged to your Visa Commercial 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.

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 fare-paying passenger in an aircraft or on a Common Carrier operated on a regular schedule for passenger service over an established route; or (d) war or act of war, whether declared or undeclared.

**Beneficiary**: Benefit for 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 reference to Visa Commercial Card, should be mailed to the Plan Administrator within twenty (20) days of a covered Loss or as soon as reasonably possible. The Plan 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 Coverage: This description of coverage 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 form number, VSC-VCC-01 (2/00). Any difference between the policy and this description will be settled according to the provisions of the policy.

**Questions**: Answers to specific questions can be obtained by writing to the **Plan Administrator**:

cbsi Card Benefit Services 550 Mamaroneck Avenue, Suite 309 Harrison, NY 10528

**Underwritten by:** Virginia Surety Company, Inc.

175 West Jackson Blvd.

Chicago, IL 60604

### ADDITIONAL 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 Company). We reserve the right to change the benefits and features of all these programs.

The financial institution or the Company can cancel or choose not to renew the Insurance coverages for all Insureds. If this happens, the financial institution will notify the accountholder at least 30 days in advance of the expiration of the policy. 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 Visa Commercial Card privileges have been suspended or cancelled. However, insurance benefits will still apply to Covered Trips commenced prior to the date that your account is suspended or cancelled provided all other terms and conditions of coverage are met.

Coverage will be void if, at any time, the accountholder has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or the accountholder'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 accountholder 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.

#### State Amendments:

For Illinois Residents Only: The following statement is added: If a Covered Person recovers expenses for sickness or injury that occurred due to the negligence of a third party, the Company has the right to first reimbursement for all benefits the Company paid from any and all damages collected from the negligent third party for those same expenses whether by action at law, settlement, or compromise, by the Covered Person, the Covered Person's parents if the Covered Person is a minor, or the Covered Person's legal representative as a result of that sickness or injury. You are required to furnish any information or assistance, or provide any documents that we may reasonably require in order to exercise our rights under this provision. This provision applies whether or not the third party admits liability.

ADD (10/07)

#### **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.

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

Travel and Emergency Assistance Services are made available to You, if You are a cardholder of an eligible card issued in the United States. You, Your Immediate Family Members and business associates 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, their Immediate Family Members or business associates. 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 Immediate Family Members or business associates 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.

Immediate Family Member means Your Spouse or dependent children under twenty-two (22) years old.

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.

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For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-992-6029, or call collect outside the U.S. at 1-804-673-1675.

Please Note: In this document, "Visa card" refers to Visa Corporate, Visa Fleet, Visa Meetings, Visa Purchasing, or any combination of these products (Visa Commercial).