

### **Your Guide To Card Benefits**

#### Visa Infinite® Card

Your Guide to Benefits describes the benefits in effect as of 10/01/21. 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.

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Infinite

#### **Visa Infinite Concierge**

Count on your 24/7 Visa Infinite® Concierge\* to book your travel, dinner reservations, event tickets and more.

Visa Infinite Concierge can help you open the door to unique experiences wherever you are around the world. Secure a table at a premium restaurant, enjoy VIP seating at a special event, or make life a little easier with assistance for your everyday needs. Visa Concierge is there to help with it all.

Your Capital One Visa Infinite card comes with complimentary, 24/7 access to the Visa Infinite® Concierge\* service. Simply call 888-315-6982 anytime for assistance.

\*Capital One Visa Infinite accountholders are responsible for the payment of any and all charges associated with any goods, services, reservations or bookings purchased or arranged by the Visa Infinite Concierge on cardholders' behalf. Any such purchases or arrangements are solely between the cardholder and the respective merchant, and Visa is not a party to the transaction. All goods and services subject to availability.

#### **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 rental vehicles with an original manufacturer's suggested retail price of up to seventy-five thousand dollars (\$75,000.00) when new. 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**

Your Auto Rental Collision Damage Waiver benefit acts as primary coverage and 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.

#### **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 1-800-825-4062. Outside the United States, call collect at 1-804-965-8071.

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.

An **expensive automobile** is defined as any vehicle with an original manufacturer's suggested retail price of more than seventy-five thousand dollars (\$75,000.00) when new.

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 1-800-825-4062, or call collect outside the United States at 1-804-965-8071 collect.

#### 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 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
- Losses caused by or resulting from a Cyber Incident

#### \*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 **1-800-825-4062** to report the incident, regardless of whether Your liability has been established. Outside the United States, call collect at **1-804-965-8071**.

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.
- 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 eligible credit card account.

**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.

Please see the "Definitions Related to Cyber Incidents" for additional definitions that apply to this benefit.

Please see "General Provisions" section at the end of this document.

FORM #ARCDW – 2021 (Stand 04/21)

ARCDW-I

For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-825-4062, or call collect outside the U.S. at 1-804-965-8071.

#### **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. 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 **1-800-825-4062**. **If You are outside the United States**, call collect at **1-804-965-8071**.

#### 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 Englishspeaking 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.

FORM #TEAS - 2017 (Stand 04/17)

TEAS-I

For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-825-4062, or call collect outside the U.S. at 1-804-965-8071.

#### **Trip Cancellation and Interruption**

Sometimes the unexpected happens and Your travel arrangements don't go as planned.

You've done a great job preparing for Your Trip. Your flights have been booked, You confirmed Your reservation with Your hotel and You even rented a car so You can sightsee. But what if You have to cancel Your trip because of the death of an Immediate Family Member? What if the airline You booked Your flight through declares bankruptcy? Fortunately, Trip Cancellation and Interruption benefits are available to help You with these unforeseen circumstances that could disrupt Your travel plans.

Trip Cancellation and Interruption benefits pay up to two thousand dollars (\$2,000.00) per Insured Person for the non-refundable Common Carrier ticket(s) that You paid for with Your covered Account and/or rewards programs associated with Your covered Account. You, Your spouse (or Domestic Partner) and Your Dependent Children are eligible for coverage if You charge the entire cost of the Trip using Your Account, less redeemable certificates, vouchers, or coupons, or rewards program associated with Your covered Account.

## <u>The Trip Cancellation or Interruption must be caused by or result from:</u>

- 1. The death, Accidental Bodily Injury, disease or physical illness of You or an Immediate Family Member of the Insured person; or
- 2. Default of the Common Carrier resulting from financial insolvency.

The death, Accidental injury, disease or physical illness must be verified by a Physician and must prevent You from traveling on the trip.

Note: Common Carriers may issue a credit voucher for the value of the unused ticket. A fee may be associated with changing or cancelling the ticket. Reimbursement of fee may be eligible at time of Loss. Most Common Carrier credit vouchers expire in one year. Proof of unused credit voucher can be submitted for reimbursement after expiration. Payment will not exceed either the actual Non-Refundable amount paid by the Insured Person for a Common Carrier passenger(s) fare(s), or up to two thousand dollars (\$2,000.00).

## <u>The following exclusions apply to financial services</u> <u>Common Carrier Trip Cancellation/Trip Interruption only</u>

No Trip Cancellation or Interruption benefits will be paid for Loss caused by or resulting from:

- A Pre-existing Condition
- Accidental Bodily Injuries arising from participation in interscholastic or professional sports events, racing or speed contests, or uncertified scuba diving
- Cosmetic surgery, unless such cosmetic surgery is rendered necessary as a result of a Loss covered under this policy
- The Insured Person or an Immediate Family Member being under the influence of drugs (except those prescribed and used as directed by a Physician) or alcohol
- The Insured Person or an Immediate Family Member: a) traveling against the advice of a Physician; or b) traveling while on a waiting list for specified medical treatment; or c) traveling for the purpose of obtaining medical treatment; or d) traveling in the third trimester (seventh month or after) of pregnancy
- Suicide, attempted suicide, or intentionally self-inflicted injuries
- Declared or undeclared war, but war does not include acts of terrorism
- An Insured Person's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection or bodily malfunctions, except physical illness or disease which prevent the Insured Person from traveling on a Covered Trip. This Exclusion does not apply to Loss resulting from an Insured Person's bacterial infection caused by an Accident or from Accidental consumption of a substance contaminated by bacteria.

#### **How to file a Trip Cancellation or Interruption claim**

Within twenty (20) days of the Trip Cancellation or interruption or as soon as reasonably possible, You must provide (written) claim notice to the Plan Administrator. The Plan Administrator will ask You for some preliminary information and send You the appropriate claim forms. Failure to give notice within twenty (20) days will not invalidate or reduce any otherwise valid claim, if notice is given as soon as reasonably possible.

When the Plan Administrator receives notice of a claim, the Plan Administrator will send You forms for giving proof of Loss within fifteen (15) days. If You do not receive the forms, You should send the Plan Administrator a written description of the Loss.

Answers to specific questions can be obtained by writing to the **Plan Administrator**. To make a claim, please contact the **Plan Administrator**:

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

## Please return Your completed and signed claim form and the documents listed below as soon as possible to the Plan 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 purchased using the covered Account and/or rewards programs 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.
- Confirmation of the non-refundable amounts for the unused Common Carrier tickets and/or travel vouchers
- Confirmation that the tickets were cancelled with the Common Carrier
- A copy of the travel itinerary showing the passenger names and ticket cost
- Confirmation of the reason for the Trip Cancellation; (completed attached physician statement, confirmation of death of Immediate Family Member or documentation confirming any other cause of Loss)
- A copy of the cancellation or refund policies of the Common Carrier, Tour Operator or Travel Supplier

#### **Additional Travel Accident benefit**

As a cardholder, You, Your spouse (or Domestic Partner), and unmarried Dependent Children will be automatically insured up to one thousand dollars (\$1,000) for Accidental Loss of life, limb, sight, speech, or hearing. This benefit applies while:

- 1. Riding as a passenger in or entering or exiting any Common Carrier; or
- 2. Riding as a passenger in, entering, or exiting any conveyance licensed to carry the public for a fee and while traveling to or from the airport:
  - a. Immediately preceding the departure of a Common Carrier on which the Insured Person has purchased passage; and
  - b. Immediately following the arrival of a Common Carrier on which the Insured Person was a passenger; or
- 3. At the airport, terminal or station, at the beginning or end of the Common Carrier Covered Trip.

Covered Loss	Benefit Maximum
Accidental Loss of Life, two or more Members, sight of both eyes, speech and hearing or any combination thereof	\$1,000.00
Accidental Loss of one Member, sight of one eye, speech or hearing	\$500.00
Accidental Loss of the thumb and index finger of the same hand	\$250.00

Loss means, with respect to a hand, complete severance through or above the knuckle joints of at least four (4) fingers on the same hand or at least three (3) fingers and the thumb on the same hand; with respect to a foot, complete severance through or above the ankle joint. The Company will consider it a Loss of hand or foot even if the fingers, thumb, or foot is later reattached.

In order to be eligible for this additional coverage, the entire cost of the Common Carrier passenger fare(s), less redeemable certificates, vouchers, or coupons, must be charged to Your covered Account and/or rewards programs associated with

Your covered Account during the policy period. If the purchase is not made prior to the Insured Person's arrival at the airport, coverage begins at the time the entire cost of the Common Carrier passenger fare is purchased.

This travel accident benefit is provided to eligible cardholders. Your financial institution pays the cardholder's premium as a benefit of the card membership.

The Loss must occur within one year of the Accident. The Company will pay the single largest applicable Benefit Amount. In the event of multiple Accidental deaths per Account arising from any one Accident, the Company's liability for all such Losses will be subject to a maximum limit of insurance equal to two times the Benefit Amount for Loss of life. Benefits will be proportionately divided among the Insured Persons up to the maximum limit of insurance.

The Loss of Life benefit will be paid to the Beneficiary designated by You. If no such designation has been made, that benefit will be paid to the first surviving Beneficiary in the following order: a) Your spouse, b) Your Children, c) Your parents, d) Your brothers and sisters, e) Your estate. All other indemnities will be paid to You.

#### The following exclusions apply to the Travel Accident benefit

Loss caused by or resulting from:

- An Insured Person's emotional trauma, mental or physical illness, disease, normal pregnancy, normal childbirth or elective abortion, bacterial or viral infection, or bodily malfunctions. This exclusion does not apply to Loss resulting from an Insured Person's bacterial infection caused by an Accident or from Accidental consumption of a substance contaminated by bacteria
- Suicide, attempted suicide, or intentionally self-inflicted injuries
- Declared or undeclared war, but war does not include acts of terrorism
- An Accident occurring while You are in, entering, or exiting any aircraft while acting or training as a pilot or crew member (does not apply if You temporarily perform pilot or crew functions in a life-threatening emergency)

#### How to file a Travel Accident benefit claim

Within twenty (20) days of the accident or as soon as reasonably possible, You must provide (written) claim notice to the Plan Administrator. The Plan Administrator will ask You for some preliminary information and send You the appropriate claim forms. Failure to give notice within twenty (20) days will not invalidate or reduce any otherwise valid claim, if notice is given as soon as reasonably possible.

When the Plan Administrator receives notice of a claim, the Plan Administrator will send You forms for giving proof of Loss within fifteen (15) days. If You do not receive the forms, You should send the Plan Administrator a written description of the Loss.

Answers to specific questions can be obtained by writing to the **Plan Administrator**. To make a claim, please contact the **Plan Administrator**:

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

# <u>Please return Your completed and signed claim form and the documents listed below as soon as possible to the Plan Administrator:</u>

- A copy of the police report
- A completed medical authorization form for each treating medical facility

- Copy of the certificate of death, if applicable
- A copy of the travel itinerary
- A copy of the credit card statement reflecting the purchase, verification of the cardholder's name and the first six digits of the credit card number.

# To view the status of your claim and to securely upload documents for Trip Cancellation/Interruption and Travel Accident Benefit, visit www.myclaimsagent.com

Or mail the completed and signed claim form and all required documents to:

Claim Benefit Services P.O. Box 459084 Sunrise, FL 33345 Phone Number 855-307-9248

If You choose to mail Your documents, please send a copy of Your documents and retain the originals for Your records. Claim Benefit Services is unable to return any submitted documents. You will be contacted by a claim adjuster if additional information or documentation is required.

#### **Definitions**

**Accident** or **Accidental** means a sudden, unforeseen, and unexpected event which: happens by chance; is independent of illness and disease and is the direct source of Loss.

**Accidental Bodily Injury** means Bodily Injury, which: 1) is Accidental; 2) is the direct cause of a Loss; and 3) occurs while the Insured Person is insured under this policy, which is in force.

Account means your eligible credit card account.

**Benefit Amount** means the Loss amount at the time the entire cost of the passenger fare is purchased with an eligible Account and/or rewards programs associated with Your covered Account.

**Common Carrier** means any licensed land, water or air conveyance operated by those whose occupation or business is the transportation of persons or things without discrimination and for hire.

**Covered Trip** means travel on a Common Carrier when the entire cost of the passenger fare for such transportation, less redeemable certificates, vouchers, or coupons, has been purchased with an Insured Person's covered card Account and/or rewards programs associated with Your covered Account issued by the Policyholder.

**Dependent Child** or **Children** means those Children, including adopted Children and those Children placed for adoption, who are primarily dependent upon the Insured Person for maintenance and support, and who are: 1) under the age of nineteen (19), and reside with the Insured Person; 2) beyond the age of nineteen (19), permanently mentally or physically challenged, and incapable of self-support; or 3) under the age of twenty-five (25) and classified as full-time students at an institution of higher learning.

**Domestic Partner** means a person who is registered as a Domestic Partner or legal equivalent under laws of the governing jurisdiction, or who: 1) is at least 18 years of age and competent to enter into a contract; 2) is not related to the Primary Insured Person by blood; 3) has exclusively lived with the Primary Insured Person for at least twelve (12) consecutive months. 4) is not legally married or separated; and 5) has with the Primary Insured Person at least two (2) of the following financial arrangements: a) a joint mortgage or lease; b) a joint bank account; c) joint title to or ownership of a motor vehicle

or status a joint lessee on a motor vehicle lease; or d) a joint credit card account with a financial institution.

Immediate Family Member means the Insured Person's: 1) Spouse or Domestic Partner; 2) children including adopted children or stepchildren; 3) legal guardians or wards; 4) siblings or siblings-in-law; 5) parents or parents-in-law; 6) grandparents or grandchildren; 7) aunts or uncles; 8) nieces and nephews. Immediate Family Member also means a Spouse's or Domestic Partner's children, including adopted children or step children; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews.

**Insured Person** means the individual or entity to whom the Policyholder has issued an Account, as well as authorized users of the Account registered with the Policyholder. Insured Person also means the Insured Person's Spouse or Domestic Partner and Dependent Children.

Member means hand or foot.

**Pre-existing Condition** means Accidental Bodily Injury, disease, or illness of the Insured Person or Immediate Family Member of the Insured Person which occurs or manifests itself during the sixty (60) day period immediately prior to the purchase date of a Scheduled Airline passenger fare(s). Disease or illness has manifested itself when either: 1) medical care or treatment has been given; or 2) there exists symptoms which would cause a reasonably prudent person to seek medical diagnosis, care or treatment. The taking of prescription drugs or medication for controlled (continued) condition throughout this sixty (60) day period will not be considered to be a manifestation of illness or disease.

**Trip Cancellation** means the cancellation of Common Carrier travel arrangements when the Insured Person is prevented from traveling on a Covered Trip on or before the Covered Trip departure.

**Trip Interruption** means the Insured Person's Covered Trip is interrupted either on the way to the Covered Trip point of departure or after the Covered Trip departure.

**You** or **Yours** means an Insured Person who purchase their trip to the Insured person's covered Account and/or rewards programs associated with the Insured Person's covered Account.

#### **Additional provisions for Trip Cancellation and Interruption**

- As a handy reference guide, please read this and keep it in a safe place with Your other insurance documents.
- This description of coverage is not a contract of insurance but is simply an informative statement of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of insurance are contained in the master policy, on file with the Policyholder: BNY Midwest Trust Company as trustee of the Chubb Financial Institution Group Insurance Trust for the Account of participating financial institutions. Policy #: 6478-07-74
- 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 non-renew the benefits for cardholders, and if they do, they will notify You at least thirty (30) days in advance. Federal Insurance Company ("Provider") is the underwriter of these benefits and is solely responsible for its administration and claims. The Plan Administrator provides services on behalf of the Provider.
- After the Plan Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Plan Administrator to the extent of the payment made to You. You must give the Plan 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 #TRCAN - 2017 (04/17)

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For more information about the benefit described in this guide, please contact the Plan Administrator.

#### **Trip Delay Reimbursement**

Having a Covered Trip delayed can mean more than just lost time; it can also create an additional cost that You weren't expecting to pay.

Trip Delay Reimbursement covers up to a maximum of five hundred dollars (\$500.00) for each purchased ticket, for reasonable additional expenses incurred when a Covered Trip You purchased with Your eligible Account and/or rewards program associated with Your covered Account is delayed for more than **six** (6) hours or requires an overnight stay. The benefit is limited to one claim per Covered Trip. To be eligible for this coverage, You need to purchase either a portion or the entire cost of Your Common Carrier fare using Your Account.

You, Your spouse and Your dependent children under twentytwo (22) years of age are automatically covered when You charge Your Covered Trip's Common Carrier fare to Your eligible Account and/or rewards program associated with Your covered Account.

This benefit is supplemental coverage, which means that reasonable expenses during the delay not otherwise covered by Your Common Carrier, another party or Your primary personal insurance policy, may be reimbursed up to a maximum of five hundred dollars (\$500.00) per ticket. You will be refunded the

## excess amount once all other reimbursement has been exhausted up the limit of liability.

#### What is covered?

Your reasonable additional expenses, such as meals and lodging, may be reimbursed as long as:

- A portion of the fare was purchased with an eligible Account and/or rewards program associated with Your covered Account
- Your Covered Trip was delayed for more than six (6) hours or required an overnight stay due to Covered Hazards
- Your Covered Trip is for a period of travel that does not exceed three hundred and sixty-five (365) days

#### What is not covered?

- Any delay due to a Covered Hazard which was made public or made known to You prior to Your departure.
- Any pre-paid expenses related to Your Covered Trip, such as tour or activity fees associated with Your Covered Trip.

#### **How to file a Trip Delay Reimbursement claim**

Within thirty (30) days of the Covered Trip delay, call the Benefit Administrator at **1-800-825-4062**, or call collect outside the U.S. at **1-804-965-8071**. The Benefit Administrator will ask You for some preliminary claim information and send You a claim form.

Within ninety (90) days of the date of Your Covered Trip delay, return Your completed and signed claim form and the requested documentation below to the following address:

Card Benefit Services P.O. Box 72034 Richmond, VA 23255

#### Please submit the following documents:

- A copy of the detailed original and updated travel itinerary and/or the Common Carrier tickets
- A copy of Your monthly billing statement (showing the last four [4] digits of the Account number) confirming the Common Carrier ticket was charged to the covered Account. Only applicable if the travel itinerary does not reflect the last four (4) digits of the Account number.
- If more than one method of payment was used, please provide documentation as to additional currency, voucher, points or any other payment method utilized
- Tickets reflecting the total amount charged for the claimed Covered Trip
- A statement from the Common Carrier explaining the reason for the delay
- Copies of itemized receipts for Your claimed expenses. For food expenses, receipts are required, however itemized receipts are only required for bills of fifty dollars (\$50.00) or more per covered traveler.
- Any other documentation deemed necessary by the Benefit Administrator to substantiate the claim

Failure to contact the Benefit Administrator or return the completed claim form and documentation within the time periods indicated above may result in the denial of Your claim.

For faster filing, or to learn more about Trip Delay Reimbursement, visit <u>www.eclaimsline.com</u>

#### **Definitions**

Account means your eligible credit card account.

**Common Carrier** means any land, water, or air conveyance operating for hire under a valid license for the transportation of passengers 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 or rental vehicles.

**Covered Trip** means a period of travel that does not exceed three hundred and sixty-five (365) days away from the Eligible Person's residence to a destination other than the Eligible Person's city of residence for which the Eligible Person charges the cost of transportation by Common Carrier to the Account and/or rewards programs associated with the covered Account.

**Covered Hazards** means equipment failure, inclement weather, strike and hijacking/skyjacking.

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

**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].

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

Please see "General Provisions" section at the end of this document.

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For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-825-4062, or call collect outside the U.S. at 804-965-8071.

## \$1,000,000.00 Worldwide Automatic Common Carrier Travel Accident Insurance

**THE PLAN:** As a Capital One Visa Infinite Cardholder, you will be automatically insured up to \$1,000,000.00 against accidental loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any licensed common carrier, provided the entire cost of the passenger fare(s), less redeemable certificates, vouchers or coupons, has been charged to your Capital One Visa Infinite account. If the entire cost of the passenger fare has been charged to your Capital One Visa Infinite account prior to departure for the airport, terminal or station, coverage is also provided for common carrier travel (including taxi, bus, train or airport limousine, including courtesy transportation); immediately, a) preceding your departure, directly to the airport, terminal or station b) while at the airport, terminal or station, and c) immediately following your arrival at the airport, terminal or station of your destination. If the entire cost of the passenger fare has not been charged prior to your arrival at the airport, terminal or station, coverage begins at the time the entire cost of the travel passenger fare is charged to your Capital One Visa Infinite account. **Common Carrier** means any land, water or air conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire.

**ELIGIBILITY:** This travel insurance plan is provided to Capital One Visa Infinite cardholders, automatically when the entire cost of the passenger fare(s) are charged to your Capital One Visa Infinite account while the insurance is effective. It is not necessary for you to notify Capital One, the administrator or the Company when tickets are purchased.

**THE COST:** This travel insurance plan is provided at no additional cost to eligible Capital One Visa Infinite cardholders. Capital One pays the premium for the insurance.

**BENEFICIARY:** The Loss of Life benefit will be paid to the beneficiary designated by the insured. If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order: a) the Insured's spouse, b) the Insured's children, c) the Insured's parents, d) the Insured's brothers and sisters, e) the Insured's estate. All other indemnities will be paid to the Insured.

**THE BENEFITS:** The full Benefit Amount of \$1,000,000.00 is payable for accidental loss of life, two or more members, sight of both eyes, speech and hearing or any combination thereof. One half of the Benefit Amount is payable for accidental loss of: one member, sight of one eye, speech or hearing. One quarter of the Benefit Amount is payable for the accidental loss of the thumb and index finger of the same hand.

**Member** means hand or foot. **Loss** means, with respect to a hand, complete severance through or above the knuckle joints of at least 4 fingers on the same hand; with respect to a foot, complete severance through or above the ankle joint. The Company will consider it a loss of hand or foot even if they are later reattached. **Benefit Amount** means the Loss amount applicable at the time the entire cost of the passenger fare is charged to your Capital One Visa Infinite account. **Accident** or Accidental means a sudden, unforeseen and unexpected event happening by chance. **Accidental Bodily Injury(ies)** means bodily injury which is Accidental, is the direct source of a Loss, is independent of disease, illness or other cause and occurs while this policy is in force. **Covered Trip** means travel on a Common Carrier when the entire cost of the passenger fare for such transportation, less redeemable certificates, vouchers or coupons, has been charged to an Insured Person's Account issued by the Policyholder. Insured Person means the individual or entity to whom the Policyholder has issued an Account, as well as authorized users of the Account registered with the Policyholder.

The loss must occur within one year of the accident. The Company will pay the single largest applicable Benefit Amount. In no event will duplicate request forms or multiple charge cards obligate the Company in excess of the stated Benefit Amounts for any one loss sustained by any one individual insured as the result of any one accident. In the event of multiple accidental deaths per account arising from any one accident, the Company's liability for all such losses will be subject to a maximum limit of insurance equal to two times the Benefit Amount for loss of life. Benefits will be proportionately divided among the Insured Persons up to the maximum limit of insurance.

**EXCLUSIONS:** This insurance does not cover loss resulting from: 1) an Insured's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection (except bacterial infection caused by an accident or from accidental consumption of a substance contaminated by bacteria), or bodily malfunctions; 2) suicide, attempted suicide or intentionally self inflicted injuries; 3) declared or undeclared war, but war does not include acts of terrorism; 4) travel between the Insured Person's residence and regular place of employment. This insurance also does not apply to an accident occurring while an Insured is in, entering, or exiting any aircraft owned, leased, or operated by Capital One; or any aircraft while acting or training as a pilot or crew member, but this exclusion does not apply to passenger who temporarily perform pilot or crew functions in a life threatening emergency.

**CLAIM NOTICE:** Written claim notice must be given to the Company within 20 days after the occurrence of any loss covered by this policy or as soon as reasonably possible Failure to give notice within 20 days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

**CLAIM FORMS:** When the Company receives notice of a claim, the Company will send you forms for giving proof of loss to us within 15 days. If you do not receive the forms, you should send the Company a written description of the loss.

**CLAIM PROOF OF LOSS:** For all claims, complete proof of loss must be given to us within 90 days after the date of loss, or as soon as reasonably possible. Failure to give complete proof of loss within these time frames will not invalidate any otherwise valid claim if notice is given as soon as reasonably possible and in no event later than 1 year after the deadline to submit complete proof of loss.

**CLAIM PAYMENT:** For benefits payable involving disability, we will pay the Insured Person or beneficiary the applicable Benefit Amount no less frequently than monthly during the continuance of the period for which we are liable. At the end of this period, we will immediately pay any remaining balance of the Benefit Amount. All payments by us are subject to receipt of written Proof of Loss. For all benefits payable under this policy except those for disability, we will pay the Insured Person or beneficiary the applicable Benefit Amount within sixty (60) days after we receive a complete Proof of Loss, if the Insured Person and Policyholder have complied with all the terms of this policy.

**EFFECTIVE DATE:** This insurance is effective on the date that you become an eligible cardholder, whichever is latest; and will cease on the date the Master Policy 6478-06-65 is terminated or on the date your Capital One Visa Infinite account ceases to be in good standing, whichever occurs first.

HOW TO FILE A CLAIM: FOR CLAIMS RELATED MATTERS ONLY - you may submit a claim directly to Federal Insurance Company. To file a claim directly with Federal Insurance Company contact the Claim Administrator, Broadspire, a Crawford company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Broadspire, a Crawford company, P.O. Box 459084 Sunrise, FL 33345 PHONE: 855-307-9248 FAX: 855-830-3728.

ALL CUSTOMER SERVICE RELATED ISSUES INCLUDING BUT NOT LIMITED TO GENERAL QUESTIONS & CARD SERVICE INQUIRIES SHOULD BE DIRECTED TO THE PLAN ADMINISTRATOR NOTED BELOW AND NOT FEDERAL INSURANCE COMPANY.

**GOVERNING JURISDICTION AND CONFORMANCE WITH STATUTES:** This insurance is governed by the laws of the jurisdiction in which it is delivered to the Policyholder. Any terms of this insurance which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which the master policy is delivered are amended to conform to such statutes, laws or regulations. Any terms of a Description of Coverage which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which the Description of Coverage is delivered are amended to conform to the

Answers to specific questions can be obtained by writing the Plan Administrator.

Plan Administrator cbsi 550 Mamaroneck Ave. Harrison, NY 10528

statutes, laws or regulations of the jurisdiction.

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This information is a brief description of the important features of this insurance plan. It is not an insurance contract. Insurance benefits are underwritten by Federal Insurance Company. Coverage may not be available in all states or certain terms may be different where required by state law. Chubb NA is the U.S.-based operating division of the Chubb Group of Companies, headed by Chubb Ltd. (NYSE:CB) Insurance products and services are provided by Chubb Insurance underwriting companies and not by the parent company itself.

#### **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 **three thousand dollars** (\$3,000.00) 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 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 **1-800-825-4062**, or call collect outside the U.S. at **1-804-965-8071**. 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 a portion of the Common Carrier ticket was charged to the 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 eligible credit card account.

**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.

Please see "General Provisions" section at the end of this document.

FORM #LUGOPT - 2017 (04/17)

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For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-825-4062, or call collect outside the U.S. at 1-804-965-8071.

#### **Purchase Security**

Life is full of surprises... some good surprises; and some, not so good.

For instance, Your son's brand new iPad got soaked, in a sudden rainstorm at summer camp. But, You bought the item with Your card so, You may be covered.

Purchase Security protects new retail purchases made with Your eligible Account and/or rewards programs associated with Your covered Account within the first ninety (90) days from the date of purchase. To be eligible for this coverage, You need to purchase either a portion or the entire cost of the item using Your Account and/or rewards program associated with Your covered Account.

At the Benefit Administrator's discretion, this benefit replaces, repairs, or reimburses You, up to the total purchase price of Your item for a maximum of ten thousand dollars (\$10,000.00) per claim and fifty thousand dollars (\$50,000.00) per cardholder, in the event of theft or damage.

You are eligible for this benefit if You are a cardholder of an eligible card issued in the United States.

Gifts purchased for friends and family members may also be covered if they are purchased with Your covered Account and/or rewards program associated with Your covered Account.

#### **Purchase Security covers**

Eligible items of personal property purchased with Your Account and/or rewards program associated with Your covered Account are covered for damage or theft. Purchases made outside the United States are also covered as long as You purchased the item with Your covered Account and/or rewards program associated with Your covered Account.

#### Purchase Security 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
- Broken items, unless the result of a covered occurrence
- 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 (including the U.S. Postal Service, airplanes, or a delivery service)
- 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 or damage stemming from abuse, fraud, hostilities (war, invasion, rebellion, insurrection, terrorist activities, and more); confiscation by authorities (if contraband or illegal); normal wear and tear; flood, earthquake, radioactive contamination; damage from inherent product defects
- Theft or damage from misdelivery, or voluntarily parting with property
- Medical equipment
- Perishable or consumable items, including cosmetics, perfumes, rechargeable batteries, among others
- Real estate and items intended for real estate, including hard-wired and hard-plumbed items, garage doors and openers, ceiling fans, among other items
- 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.

#### Filing a Purchase Security claim

Call the Benefit Administrator at 1-844-288-2140, within sixty (60) days of the damage or 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 either replace or repair the item.

If You have insurance (homeowner's, renter's, car, employer or any other), You are required to file a claim with Your insurance company and to submit a copy of any claim settlement from Your insurance company along with Your claim form. Purchase Security 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) has been exhausted. At that point, Purchase Security 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 ten thousand dollars (\$10,000.00) per claim occurrence and fifty thousand dollars (\$50,000.00) 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, stolen or damaged, 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 Purchase Security, visit www.cardbenefitservices.com

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

#### Please submit the following documents:

- Your signed and completed claim form
- A copy of Your monthly billing statement (showing the last four [4] digits of the Account number) demonstrating that the purchase was made on Your eligible 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 the itemized store receipt demonstrating that the purchase was made on Your eligible Account and/or rewards program associated with Your covered Account
- Copy of the documentation of any other settlement of the loss (if applicable)
- If the item is repairable, the estimate of repair OR a copy of the paid receipt/invoice for the repairs, indicating the type of damage to the claimed item (if applicable)
- A copy of a police report (in the case of theft), fire report, or other incident report made within forty-eight (48) hours or as soon as reasonably possible of the occurrence. All losses must be substantiated. If the loss was not reported, please contact the Benefit Administrator to determine if there may be other documentation that can be provided to determine your eligibility for Purchase Protection

• Any other documents necessary to substantiate Your claim In some cases of damage, You will be asked to send, **at Your expense**, the damaged item along with Your claim in order

**expense**, the damaged item along with Your claim in order to substantiate the claim, so make sure to keep the damaged item in Your possession.

**PLEASE NOTE:** Your maximum recovery under the Purchase Security Benefit is the purchase price of the item, not to exceed the coverage limit.

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

#### **How will I be reimbursed?**

Once You've met the conditions of this benefit, the Benefit Administrator will resolve Your claim in one of two ways:

- A damaged item may be repaired, rebuilt, or replaced, while a stolen item will be replaced. Typically, You will receive notice about this decision within fifteen (15) days upon receipt of Your claim documentation.
- You may receive payment to replace Your item, an amount not more than the original purchase price, less shipping and handling charges, up to ten thousand dollars (\$10,000.00) per claim and fifty thousand dollars (\$50,000.00) per cardholder. You will only be reimbursed up to the dollar amount to replace or repair 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 card account. **Eligible Person** means a cardholder who pays for their purchase by using their eligible Account and/or rewards program associated with their covered Account.

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

Please see the "Definitions Related to Cyber Incidents" for additional definitions that apply to this benefit.

Please see "General Provisions" section at the end of this document.

FORM #PSECALLPER 10K (04/21)

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For more information about the benefit described in this guide, call the Benefit Administrator at 1-844-288-2140.

#### **Extended Warranty Protection**

Product warranties can be inconvenient and cumbersome to use. Let's say You purchased a great gadget about a year ago, but it just stopped working, and You can't find Your sales receipt and warranty information. For all too common situations like these, Extended Warranty Protection can help.

Extended Warranty Protection provides You with valuable features that help You manage, use and extend the warranties for eligible items purchased on Your covered Account and/or rewards program associated with Your covered Account. Services include Warranty Registration and Extended Protection. You are eligible for this benefit if You are a 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 program associated with Your covered Account.

#### Here's how Warranty Registration works

When You purchase an eligible item that carries a

manufacturer's warranty, You can register Your purchase by calling **1-844-288-2140**. You can also register Your purchase online at **www.cardbenefitservices.com**.

The Benefit Administrator will tell You where to send Your item's sales receipt and warranty information, so they can be kept on file should You need them.

If You choose **not** to register Your item, be sure to keep Your monthly billing statement reflecting the purchase, the itemized sales receipt, the original manufacturer's written U.S. warranty and any additional warranty in a safe place. These documents will be required to verify Your claim.

#### Here's how Extended Protection works

Your warranty coverage can be extended by one (1) additional year on eligible warranties of three (3) years or less. For example, a manufacturer's warranty of three (3) months would be provided with an additional twelve (12) months of coverage for a combined total of fifteen (15) months of coverage, and a warranty for six (6) months would be provided with an additional twelve (12) months of coverage for a combined total of eighteen (18) months of coverage. However, if the manufacturer's warranty is for three (3) years, it would only be extended one (1) additional year for a combined total of four (4) years of coverage.

This benefit is limited to no more than the original price of the purchased item (as shown on Your credit card receipt), less shipping and handling fees, up to a maximum of ten thousand dollars (\$10,000.00) per claim, and fifty thousand dollars (\$50,000.00) per cardholder.

The benefit covers purchases made both inside and outside the U.S. The eligible item must have a valid original manufacturer's U.S. repair warranty of three (3) years or less, store-purchased dealer warranty, or an assembler warranty.

#### What Extended Protection does not cover

- Boats, automobiles, aircraft, and any other motorized vehicles and their motors, equipment, or accessories, including trailers and other items that can be towed by or attached to any motorized vehicle
- Any costs other than those specifically covered under the terms of the original manufacturer's written U.S. repair warranty, as supplied by the original manufacturer, or other eligible warranty
- Items purchased for resale, professional, or commercial use
- Real estate and items which are intended to become part of real estate including, but not limited to, items that are hardwired or hard-plumbed, garage doors, garage door openers, and ceiling fans
- Rented or leased items
- Computer software
- Medical equipment
- Used or pre-owned items (Refurbished items will be covered as long as it has a warranty with it and would not be considered used or pre-owned.)
- Losses caused by or resulting from a Cyber Incident

#### Filing an Extended Protection claim

To file a claim, call the Benefit Administrator at **1-844-288-2140** immediately after the failure of Your covered item. **Please note** if You do not notify the Benefit Administrator within sixty (60) days of product failure, Your claim may be denied.

The Benefit Administrator will request preliminary claim information, direct You to the appropriate repair facility, and send You the claim form.

Gift recipients of eligible items are also covered, but they must provide all the documents needed to substantiate their claim.

If You received or purchased a service contract or an extended warranty when You purchased Your item, this benefit will be supplemental to, and in excess of, that coverage.

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

Fill out and sign the claim form the Benefit Administrator sent You, then submit the form **within ninety (90) days** of the product failure, along with the following documents:

- A copy of Your monthly billing statement (showing the last four [4] digits of the Account number) demonstrating that the purchase was made on Your eligible 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 the itemized sales receipt
- A copy of the original manufacturer's written U.S. warranty, and any other applicable warranty
- A description of the item and its serial number, and any other documentation deemed necessary to substantiate Your claim (this includes bills and, if necessary, a copy of the maintenance record and receipts)
- The original repair estimate or repair bill, indicating cause of failure.
- Any other documentation deemed necessary by the Benefit Administrator to substantiate the claim

#### All claims must be fully substantiated.

For faster filing, or to learn more about Extended Warranty Protection, visit www.cardbenefitservices.com

#### How will I be reimbursed?

If You have substantiated Your claim and met the terms and conditions of the benefit, Your item will be replaced or repaired at the Benefit Administrator's discretion, but for no more than the original purchase price of the covered item, as recorded on Your credit card receipt, less shipping and handling fees, up to a maximum of ten thousand dollars (\$10,000.00) per claim, and a maximum of fifty thousand dollars (\$50,000.00) per cardholder. You will only be reimbursed up to the amount charged to Your Account or the program limit, whichever is less.

Under normal circumstances, reimbursement will occur within five (5) business days of the receipt and approval of all required documents.

If Your item is to be repaired, You may go to an authorized repair facility and file a claim for reimbursement. Only valid and reasonable repairs made at the manufacturer's authorized repair facility are covered.

In either case, the Benefit Administrator's payment, replacement, or repair made in good faith will fulfill the obligation under this benefit.

#### **Definitions**

**Account** means your eligible credit card account. **Eligible Person** means a cardholder who pays for their purchase by using their eligible Account and/or rewards program associated with their covered Account.

**You** or **Your** means an Eligible Person who purchase their item to their eligible Account and/or rewards program associated with their covered Account.

Please see the "Definitions Related to Cyber Incidents" for additional definitions that apply to this benefit.

Please see "General Provisions" section at the end of this document.

FORM #EWP 10K-50K-3YR - 2021 (04/21)

WM-I

For more information about the benefit described in this guide, call the Benefit Administrator at 1-844-288-2140.

#### **Return Protection**

Have You ever purchased an item which looks great on the Internet or spectacular in a store but doesn't look as great once You remove its packaging at home? What if the retailer where You purchased the item will not accept the return?

Return Protection may be able to assist You. Return Protection is a benefit for eligible cardholders who make a purchase with their Account and/or rewards program associated with their covered Account.

You are eligible for this benefit if You are a cardholder of a covered card issued in the United States.

If You are disappointed with an item, within ninety (90) days from the date of purchase, and the retailer will not accept a return, You can be reimbursed for the purchase price, up to three hundred dollars (\$300.00) per item of personal property, and an annual maximum of one thousand dollars (\$1,000.00), per Account.

The Return Protection benefit is supplemental to, and in excess of, any valid and collectible avenue of recovery available to You, the eligible cardholder. The Benefit Administrator will reimburse the excess amount, once all other coverage has been exhausted, up to the coverage amount.

#### What is covered?

Eligible items of personal property purchased with Your covered Account and/or rewards program associated with Your covered Account are covered for reimbursement up to three hundred dollars (\$300.00) per item at an annual maximum of one thousand dollars (\$1,000.00) per Account.

#### What is not covered?

Return Protection does *not* apply to the following purchases:

- Animals and living plants
- Boats, aircraft, automobiles, and any other motorized vehicles and their motors, equipment, or accessories, including trailers and other items that can be towed by, or attached to, any motorized vehicle
- Cash, bullion, traveler's checks, tickets, credit or debit cards, and any other negotiable instruments
- Computer software
- Damaged, or non-working, items
- Formal attire, including but not limited to, cocktail dresses, tuxedos, gowns, and formal accessories
- Items purchased for resale, or for professional or commercial use
- Items purchased outside the United States
- · Items that have been altered
- Jewelry, art objects, rare or precious coins or stamps, antiques, and collectible items
- Medical equipment
- Perishables, consumables, and limited-life items, including but not limited to, rechargeable batteries
- Real estate and items which are intended to become part of real estate, including but not limited to, items that are hard-

- wired or hard-plumbed, garage doors, garage door openers, and ceiling fans
- Seasonal items, including but not limited to, holiday decorations

#### What if the store offers a guarantee?

This benefit is designed to cover You if the store will not allow You to return the item for a refund, exchange or credit.

#### **How to file a Return Protection claim**

- If You are not satisfied with Your purchase and the retailer will not accept the return, call the Benefit Administrator, within ninety (90) days of the date of Your purchase, at 1-844-288-2140. The customer service representative will ask you for some preliminary information about Your claim and send You a claim form.
- 2. Return the completed claim form within thirty (30) days of the first notice of loss to the Benefit Administrator along with the following items:
  - Your original itemized sales receipt for Your purchase or original packing slip in the case of mail order purchases
  - A copy of Your monthly billing statement (showing the last four [4] digits of the Account number) demonstrating that the purchase was made on Your covered Account and/or rewards program associated with Your covered Account.

After You have collected all of these documents, please send to:

Card Benefit Services P.O. Box 110889 Nashville, TN 37222

Please Note: If You file a claim within the first thirty (30) days of purchase, You may be asked to submit proof of the store's return policy.

3. A customer service representative will contact You after receiving Your claim paperwork. If additional documents are requested, You will have sixty (60) days to fulfill that request. Once the claim paperwork is complete, You will receive instructions for shipping the item with its original packaging and any applicable manuals and warranties to Card Benefit Services. The cost of shipping is at your expense.

The item must be in like-new or good working condition in order to be approved for reimbursement.

For faster filing, or to learn more about Return Protection visit www.cardbenefitservices.com

#### **How will I be reimbursed?**

If Your claim is approved and the item has been received, the Benefit Administrator will issue a reimbursement for the purchase price of the item, up to a maximum of three hundred dollars (\$300.00) per eligible item, or one thousand dollars (\$1,000.00) annual maximum per Account, less any applicable shipping and handling fees.

#### **Definitions**

**Account** means your eligible credit card account.

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

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

Please see "General Provisions" section at the end of this document.

For more information about the benefit described in this guide, call the Benefit Administrator at 1-844-288-2140.

#### **Cellular Telephone Protection**

Cell phones have become an everyday necessity for the average person, which means if Your cell phone is damaged or stolen, getting it repaired or replaced is not optional.

Fortunately, Cellular Telephone Protection is available which provides coverage for damage to, theft of, or involuntary and accidental parting of Your cell phone. An involuntary and accidental parting is the unintended separation from Your cell phone when its location is known, but recovery is impractical to complete. This benefit is available if You are a valid cardholder of an eligible U.S. issued card enrolled in the Cellular Telephone Protection benefit and You charge Your monthly cellular wireless phone bills to Your eligible card for the billing cycle before the month in which the incident occurs. Eligible cell phones are the lines listed on Your most recent cellular wireless service provider's ("cell phone provider") monthly billing statement for the billing cycle prior to when the incident occurred.

#### What is covered?

This benefit is supplemental coverage, which means that it will reimburse You for theft of, damage to or involuntary and accidental parting of Your cell phone not otherwise covered by another insurance policy (for example; cell phone insurance programs, or Your homeowner's, renter's, automobile, or employer's insurance policies).

If You **do** have personal insurance that covers theft, damage or involuntary and accidental parting for Your cell phone, this benefit reimburses You for the deductible portion of Your cell phone insurance.

If You **do not** have personal insurance, the benefit reimburses You for the covered theft, damage, or involuntary and accidental parting for Your cell phone.

Once all other insurance has been exhausted, Cellular Telephone Protection will provide coverage up to \$800.00 per claim with a maximum of two (2) claims and \$1,600.00 per twelve (12) month period. If it is determined that Your cell phone requires replacement due to the theft of, damage to or an involuntary or accidental parting of the device, You will receive the replacement value subject to the fifty dollar (\$50.00) deductible and the benefit maximum. The replacement value is the lesser of Your cellular wireless service provider's suggested retail value of a similar model replacement cell phone or the actual cost to replace the cell phone.

If Your cell phone is repairable, You will receive an amount as determined by the diagnostic to repair the cell phone subject to the benefit maximum and fifty-dollar (\$50.00) deductible.

Note: Electronic issues, such as inability to charge, mechanical or battery failure, where there is no evidence of physical damage, are not covered under this program.

#### When does it apply?

Cellular Telephone Protection applies when You make Your monthly cellular wireless phone bill payment with Your eligible card. Coverage begins the first day of the calendar month following a payment of the cellular wireless phone bill.

If You fail to make a cellular wireless phone bill payment in a particular month, Your coverage will be suspended. Coverage will resume on the first day of the calendar month after the

date of any future cellular wireless phone bill payment made with the eliqible card.

If Your cell phone is stolen as a result of criminal activity, You must file a police report within forty-eight (48) hours of the event.

#### What is not covered?

This benefit will not provide reimbursement for the following:

- Cell phone accessories other than standard battery and/or standard antenna provided by the manufacturer
- Cell phones purchased for resale, professional, or commercial use
- Cell phones that are lost or "mysteriously disappear," meaning that the phone vanished in an unexplained manner without evidence of a wrongful act by a person or persons
- Cell phones under the care and control of a common carrier (including, but not limited to, the U.S. Postal Service, airplanes, or delivery service)
- Cell phones stolen from baggage unless hand-carried and under Your personal supervision, or under supervision of Your traveling companion
- Cell phones which have been rented, borrowed or are part of pre-paid or "pay as you go" type plans
- Cosmetic damage to the cell phone or damage that does not impact the cell phone's capabilities and functionalities
- Damage or theft resulting from abuse, intentional acts, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion, or insurrection), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects
- Damage or theft resulting from misdelivery or voluntary parting with the cell phone
- Taxes, delivery and transportation charges, and any fees associated with the cellular wireless service provider
- Losses caused by or resulting from a Cyber Incident

#### **How to file a Cellular Telephone Protection claim**

- Within sixty (60) days of the date of the damage or theft, notify the Benefit Administrator at 1-844-288-2140.
   The Benefit Administrator will ask You some preliminary questions and send You the appropriate claim form. Please note, if You do not notify the Benefit Administrator within sixty (60) days after the damage or theft, Your claim may be denied.
- 2. Return the completed, signed claim form and the requested documentation below within ninety (90) days of the date of the damage or theft to the address provided by the Benefit Administrator.

For faster filing, or to learn more about Cellular Telephone Protection, visit www.cardbenefitservices.com

#### Please submit the following documents:

- The completed signed claim form
- A copy of Your cellular wireless service provider billing statement demonstrating that the entire monthly payment for the cellular wireless phone bill was made the month prior to the date of damage or theft and has been paid with the eligible card.
- If Your cellular wireless service provider's billing statement doesn't show payment with the eligible card, a copy of Your card monthly billing statement that corresponds with the above cellular wireless phone monthly billing statement

- A copy of the device summary page from Your cellular wireless phone bill or other sufficient proof of the claimed cell phone model linked to Your cell phone account
- If the claim is due to theft or criminal action, a copy of the police report filed within **forty-eight (48) hours of the event**
- Based on the details of the claim, the Benefits Administrator may request additional verification including:
  - o An itemized repair estimate from an authorized cell phone repair facility
  - o The damaged cell phone, for evaluation of its damage o An itemized store receipt for the replacement cell phone
- Documentation (if available) of any other claim settlement such as Your cellular wireless provider or manufacturer's insurance settlement (if applicable)
- Any other documentation deemed necessary in the Benefits Administrator's sole discretion, to substantiate Your claim.
   All claims must be fully substantiated as to the time, place, cause, and purchase price of the cell phone.

## If the cell phone is damaged, do not discard it until the claim has been fully reviewed.

#### **How will I be reimbursed?**

Depending on the nature and circumstances of Your claim, the Benefit Administrator may choose to repair or replace Your cell phone or reimburse You for the lesser of:

- a) Up to \$800.00 after the fifty dollar (\$50.00) deductible has been applied to the replacement or repair cost; or
- b) The current cellular wireless service provider's suggested retail value of a similar model replacement cell phone, or the actual cost to replace it, whichever is lower (not including taxes, delivery and transportation charges or fees associated with the cellular wireless service provider), less Your fifty dollar (\$50.00) deductible.
- c) If Your cell phone is repairable, You will receive an amount as determined by the diagnostic to repair the cell phone less Your fifty dollar (\$50.00) deductible.

Under normal circumstances, reimbursement will take place within ten (10) business days of receipt and approval of Your claim form and all necessary documents.

#### **Definitions**

**Eligible Person** means a cardholder who pays for their monthly cellular wireless phone bill with their eligible card. **You** and **Your** means an enrolled cardholder who has charged their monthly cellular wireless phone bill to their covered card.

Please see the "Definitions Related to Cyber Incidents" for additional definitions that apply to this benefit.

Please see "General Provisions" section at the end of this document.

FORM #CELLPHONE – 2017 (04/17) CP-O

For more information about the benefit described in this guide, call the Benefit Administrator at 1-844-288-2140.

Definitions Related to Cyber Incidents: The following language applies to Auto Rental Collision Damage Waiver, Extended Warranty Protection, Cellular Telephone Protection and Purchase Security:

**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 an Eligible Wireless Cellular Telephone, Rental Vehicle, or Covered Purchase;
- (b) alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, deletion, erasure, loss of use or destruction of Your Digital Data or an Eligible Wireless Cellular Telephone, Rental Vehicle, or Covered Purchase;
- (c) transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against Your Digital Data or an Eligible Wireless Cellular Telephone, Rental Vehicle, or Covered Purchase;
- (d) restriction or inhibition of access to or directed against Your Digital Data or an Eligible Wireless Cellular Telephone, Rental Vehicle, or 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 an Eligible Wireless Cellular Telephone, Rental Vehicle, or 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 an Eligible Wireless Cellular Telephone, Rental Vehicle, or Covered Purchase to store information, process information, and transmit information over the Internet.

General Provisions for Auto Rental Collision Damage Waiver, Trip Delay Reimbursement, Lost Luggage Reimbursement, Purchase Security, Return Protection, Extended Warranty Protection and Cellular Telephone Protection:

- 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 these benefits. 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.
- These benefits are 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 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.

Capital One means Capital One N.A. as the issuer of the eligible credit card account.

Company means the insurer as described in any applicable benefits. In no event does Company mean Capital One or it's affiliated companies.

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