# Your Visa Card Guide to Benefit

# VISA

# Auto Rental Collision Damage Waiver Program

Effective 7/1/05

For questions about your <u>balance</u>, call the customer service number on your Visa statement. This coverage and description supersedes any coverage and description you may have received earlier. Please read and retain for your records.

#### What is this benefit?

Visa Auto Rental Collision Damage Waiver Program ("Auto Rental CDW Program") provides—at no additional charge—coverage on a 24-hour basis for damage due to collision or theft up to the actual cash value of most rental vehicles when certain terms and conditions are met. In your country of residence, this coverage is supplemental to, and excess of, any valid and collectible insurance from any other source. Here are answers to some commonly asked questions about the program.

## Who is eligible?

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

#### What is covered?

Visa Auto Rental CDW Program reimburses you for the repair or replacement of covered losses to a rental vehicle while it is your responsibility. Only covered vehicle rental periods that neither exceed nor are intended to exceed fifteen (15) consecutive days within your country of residence or thirty-one (31) consecutive days outside your country of residence are covered.

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

Within your country of residence, this coverage supplements, and applies excess of, any valid and collectible insurance or reimbursement programs from any source. This means that the Visa Auto Rental CDW Program applies to losses or expenses, subject to the terms and conditions of this coverage, that are not covered by other insurance or reimbursement programs.

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

# How do I activate this benefit?

For the benefit to be in effect, you must:

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

# Helpful hints:

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

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

Immediately call the Program Administrator at **1-800-VISA-911** to report the loss or damage regardless of whether your liability has been established. If you are outside the United States, call collect at 0-410-581-9994. The Program Administrator will answer any questions you or the rental agency may have and will then send you a claim form.

All incidents must be reported immediately following the loss, but in no event later than forty-five (45) days† following the date of the loss. Furthermore, we reserve the right to deny any claim that contains charges that would not have been included had the

Program Administrator been notified before those expenses were incurred. We therefore advise you to notify us immediately after any loss. You must make every reasonable effort to protect the rental vehicle from damage or theft.

#### What is not covered?

- Any obligation you assume under any agreement (other than the deductible under your personal automobile policy).
- Any violation of the car rental agreement or this program.
- Injury of anyone or anything inside or outside the rental vehicle.
- Loss or theft of personal belongings.
- Personal liability.
- Expenses assumed, waived, or paid by the rental agency or its insurer
- Cost of any insurance or collision damage waiver offered by or purchased through the car rental company.
- Expenses reimbursable by your insurer, employer, or employer's insurance.
- Depreciation of the rental vehicle caused by loss or damage including, but not limited to, "diminished value."
- Loss due to intentional acts, or due to the driver(s) being under the influence of alcohol, intoxicants, or drugs, or due to contraband or illegal activities.
- Wear and tear, gradual deterioration, or mechanical breakdown.
- Items not installed by the original manufacturer.
- Loss due to off-road operation of the rental vehicle.
- Loss due to hostility of any kind (including, but not limited to, war, invasion, rebellion, or insurrection).
- Confiscation by authorities.
- Vehicles that do not meet the definitions 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) consecutive days outside your country of residence.
- Leases and mini leases.
- Loss or damage as a result of the cardholder's lack of reasonable care in protecting the rental vehicle before and after damage occurs (for example, leaving the vehicle running and unattended).
- Losses reported more than forty-five (45) days† from the date of loss.
- Losses for which a claim form has not been received within ninety (90) days† from the date of loss.
- Losses for which all required documentation has not been received within 365 days from the date of loss.
- Losses from rental transactions which originated in Israel, Jamaica, or the Republic of Ireland or Northern Ireland.

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

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

## When and where am I covered?

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

 $^{\dagger}\text{Not}$  applicable to residents of certain states.

(Continued on next page)

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

Coverage is in effect while the rental vehicle remains in your control or in the control of a person permitted to operate the rental vehicle in accordance with the rental agreement between you and the rental company. Coverage terminates when the car rental company re-assumes control of the rental vehicle.

#### What type of coverage is this?

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

Within your country of residence, the Visa Auto Rental CDW Program supplements, and applies excess of, any valid and collectible insurance or reimbursement programs from any source. It does not duplicate insurance provided by or purchased through the car rental company; it will not pay for losses reimbursed by your own insurer, employer, employer's insurance, or any other valid and collectible insurance, however, it will pay for the outstanding deductible portion, towing, reasonable administrative fees, and "loss of use" charges not covered by your primary automobile insurance policy. Outside your country of residence, coverage is primary in those countries where is it available, and in that case, you do not have to claim payment from any other source of insurance before receiving coverage under the policy.

# What types of rental vehicles are not covered?

Excluded worldwide are: expensive, exotic, and antique automobiles; certain vans; vehicles that have an open cargo bed; trucks; motorcycles, mopeds, and motorbikes; limousines; and recreational vehicles.

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

An antique automobile is defined as any vehicle over twenty (20) years old or any vehicle that has not been manufactured for ten (10) years or more.

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

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

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

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

- A copy of the Accident Report Form and claim document, which should indicate the costs you are responsible for and any amounts that have been paid toward the claim.
- A copy of the initial and final car rental agreement(s).
- A copy of the repair estimate or itemized repair bill.
- Two (2) photographs of the damaged vehicle, if available.
- A police report, if obtainable.

### How do I file a claim?

You, the cardholder, are responsible for reporting your claim to the Program Administrator immediately, but in no event later than forty-five (45) days† of the date of loss, or your claim will be denied. Notice to any other party will not suffice. Furthermore, we reserve the right to deny any claim that contains charges that would not have been included had the Program Administrator been notified before those expenses were incurred. We therefore advise you to notify us immediately after any loss.

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

- The completed and signed Visa Auto Rental CDW Program Claim Form. Your completed claim form must be postmarked within ninety (90) days<sup>†</sup> of the date of the loss, even if all other required documentation is not yet available, or your claim will be denied.
- A copy of your receipt or monthly billing statement as proof that the entire vehicle rental was charged and paid for with your eligible Visa card.

- A statement from your insurance carrier (and/or your employer or employer's insurance carrier, if applicable) showing the costs you are responsible for and any amounts that have been paid toward the claim. Or, if you have no applicable insurance, please provide a notarized statement to that effect.
- A copy of the declaration page from your primary automobile insurance carrier.

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

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

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

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

### Do I have to do anything else?

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

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

† Not applicable to residents of certain states

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

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

Once you report an occurrence, a claim file will be opened and shall remain open for six (6) months from the date of the damage or theft. No payment will be made on a claim that is not completely substantiated in the manner required by the Program Administrator within twelve (12) months of the date of damage or theft. The Visa Auto Rental CDW Program is a service provided to eligible Visa cardholders in accordance with the policy underwritten by Indemnity Insurance Company of North America. Coverage is subject to the terms and conditions outlined and includes certain restrictions, limitations, and exclusions. This Program Guide is not a policy of insurance. In the event of any conflict between the description of coverage in this Guide and the policy, the policy will govern. The policy is on file at the offices of Visa U.S.A.

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

The terms and conditions contained in this Program Guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Program Guide mailings, statement inserts, or statement messages. The program described in this Guide will not apply to Visa cardholders whose accounts have been suspended or canceled.

Visa and/or your Financial Institution can cancel or non-renew the coverage, and if we do, we will notify you at least thirty (30) days in advance. If the insurer non-renews or cancels any coverages provided to eligible Visa cardholders, you will be notified within 30-120 days before the expiration of the policy. In the event substantially similar coverage takes effect without interruption, no such notice is necessary. Visa Auto Rental CDW Program coverage will still apply to vehicle rentals commenced prior to the date of such cancellation or non-renewal provided all other terms and conditions of coverage are met.

For general questions regarding this benefit, call the Program Administrator at 1-800-VISA-911. If you are outside the United States, call collect at 0-410-581-9994.

FORM #VCCDW01 (07/05)

