# Car Rental Insurance Provided by Visa

## **General Information & Terms and Conditions**

#### What is this benefit?

When certain terms and conditions are met, Visa Auto Rental Collision Damage Waiver benefit ("Auto Rental CDW") provides —at no additional charge—reimbursement for damage due to collision or theft up to the actual cash value of most rental vehicles. Here are answers to some commonly asked questions about the benefit.

### 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 auto rental agreement are covered.

### What is covered?

Subject to the terms and conditions in the Guide to Benefit, Visa Auto Rental CDW reimburses you for the repair or replacement of covered losses to a rental vehicle while it is your responsibility and while it is being used for business purposes. Only vehicle rental periods which neither exceed nor are intended to exceed thirty-one (31) consecutive days are covered. This benefit is primary and provides reimbursement up to the actual cash value of the vehicle as it was originally manufactured. However, if the rental is for personal reasons, this coverage supplements, and applies excess of, any valid and collectible insurance or reimbursement benefits from any source.

Most private passenger automobiles, minivans, and sport utility vehicles are eligible, but some restrictions may apply. Please contact the Benefit Administrator to inquire about a specific vehicle.

### Covered losses are:

- 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 auto rental company.

### Helpful hints:

Check the rental vehicle for prior damage before leaving the rental lot.
 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 auto rental agreement.

What do I do if I have an accident or the rental vehicle is stolen? Immediately call the Benefit Administrator at 1-800-VISA-911 to report the theft or damage, regardless whether liability has been established. If you are outside the United States, call collect at one of our toll-free numbers. The Benefit 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 theft or damage, but in no event later than forty-five (45) days\* following the date of theft or damage. Furthermore, we reserve the right to deny any claim that contains charges that would not have been included had the Benefit 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.
- Any violation of the auto rental agreement or this benefit. 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 auto rental company.
- Expenses reimbursed under your business or personal automobile insurance policy.
   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 thirty-one (31) consecutive days.
- 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 that originated in Israel, Jamaica, the Republic of Ireland. or Northern Ireland.

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

Call the Benefit Administrator at **1-800-VISA-911** for help. If you are outside the United States, call one of our toll-free numbers.

### When and where am I covered?

This coverage is available in the United States and most foreign countries. *No benefit is provided for motor vehicles rented in Israel, Jamaica, 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 where prohibited by individual merchants. Because regulations vary outside the United States, we recommend you check with your auto rental company and the Benefit Administrator before you travel to make sure Visa Auto Rental CDW will apply.

This benefit 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 auto rental company re-assumes control of the rental vehicle.

### What type of coverage is this?

Visa Auto Rental CDW is primary coverage. In other words, when your rental is primarily for business purposes, you do not have to claim payment from any source of insurance before receiving coverage under the benefit. However, if you are on a personal trip and you use your Visa Business card to rent a covered vehicle, Visa Auto Rental CDW supplements, and applies excess of, any valid and collectible insurance or reimbursement benefits from any source. It does not duplicate insurance provided by or purchased through the auto rental company; it will not pay for losses reimbursed by your own insurer, employer, employer's insurance, or any other valid and collectible insurance. Visa Auto Rental CDW will reimburse you for the deductible portion of your personal automobile insurance, valid administrative and loss-of-use charges imposed by the rental car company, as well as reasonable towing charges resulting from covered damage or theft of a rental vehicle while it is your responsibility.

### 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. This benefit 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 Benefit Administrator at **1-800-VISA-911**. If you are outside the United States, call one of our toll-free numbers.

# What do I need from the auto rental company in order to file a Visa Auto Rental CDW 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 auto 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 Benefit Administrator immediately, but in no event later than forty-five (45) days\* from the date of theft or damage, or your claim may 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 Benefit Administrator been notified before those expenses were incurred. We therefore advise you to notify us immediately after any theft or damage.

Mail the following documentation to the Benefit Administrator:

- The completed and signed Visa Auto Rental Collision Damage Waiver Claim
  Form. Your completed claim form must be postmarked within ninety (90)
  days\* of the date of theft or damage, even if all other required
  documentation is not yet available, or your claim may 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 written confirmation from your employer that the rental was primarily for business purposes.
- If the rental was for personal use, enclose a statement from your insurance carrier showing the costs for which you are responsible and any amounts that have been paid toward the claim. Or, if you have no applicable insurance, please provide a notarized statement to that effect.
- A copy of the declaration page from your primary automobile insurance carrier if the rental was for personal use.

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

- A copy of the Accident Report Form.
- A copy of the entire auto 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 Benefit 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 Visa Auto Rental CDW, go to the Visa Auto Rental CDW Claim Center at <a href="https://www.visa.com/eclaims">www.visa.com/eclaims</a>.

If you experience difficulty in obtaining all the required documents within ninety (90) days\* of the date of theft or damage, 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 Benefit Administrator has received all documentation necessary to fully substantiate your claim.

However, after the Benefit Administrator has paid your claim, all your rights and remedies against any party in respect of 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.

\* Not applicable to residents of certain states.

#### Additional Provisions for Visa Auto Rental CDW

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 unreasonably applied 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. 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 by the cardholder.

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 Benefit Administrator within

twelve (12) months of the date of damage or theft.

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 three (3) years from the time written Proof of Loss was to be provided, no action shall be brought to recover on this benefit. Further, no legal action may be brought against us unless all the terms in this Guide to Benefit and policy have been complied with fully.

This benefit is provided to eligible Visa cardholders at no additional cost. The terms and conditions contained in this Guide to Benefit may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefit mailings, statement inserts, or statement messages. The benefit described in this Guide to Benefit will not apply to Visa cardholders whose accounts have been suspended or canceled.

Termination dates may vary by financial institutions. Visa and/or your financial institution can cancel or non-renew the benefit, and if we do, we will notify you at least thirty (30) days in advance. This information is a description of the benefit provided to you as a Visa cardholder. It is insured by Indemnity Insurance Company of North America.