# BLACK CARD.

# REWARDS **TERMS & CONDITIONS**

# VISA BLACK CARD BENEFITS

F03-A881-2-0513 CP10-77839

The following Terms and Conditions apply to the Black Card Rewards Program ("Program"). Please read these Terms and Conditions carefully. Use of your Visa<sup>®</sup> Black Card™ credit card ("Card") after you receive these Terms and Conditions will signify that you have read and agreed to all of the following provisions. As used in these Terms and Conditions, the words "you" or "Cardmember" mean any client who holds an activated Card and is enrolled in the Program.

Barclays Bank Delaware manages the Program and the Program is administered by TSYS Loyalty, Inc TLI"), an independent company that is not affiliated with Barclays Bank Delaware nor with Black Card LLC. The words "we," "us" and "our" refer to Barclays Bank Delaware and its successor firms, subsidiaries or affiliates (collectively "Barclaycard"), Black Card LLC ("Black Card") and TLI.

All Cards earn points ("Points") in the Program. Points are the measure used to value rewards for redemption. If a Card has multiple Cardmembers, the Points will be assigned to the Account of the primary Cardmember of the Card.

Questions regarding the Program, including questions about your Rewards Point balance and/or Point redemption, may be directed to 800-790-7909, option 1 between 7:00 a.m. and 9:00 p.m. Monday through Friday and between 9:00 a.m. and 9:00 p.m. Saturday and Sunday, Eastern Time ET or online anytime at myblackcard.com.

The Visa Black Card is issued by Barclaycard pursuant to a license from Visa U.S.A. Incorporated. Visa is a registered service mark and/or trademark of Visa International.

All other trademarks, registered trademarks and service marks belong to their respective owners. We are not responsible for typographical errors or omissions in this brochure.

This Guide to Benefits describes the benefit in effect as of 05/2013. This benefit and description supersedes any prior benefit and description you may have received earlier. Please read and retain for your records.

#### Eligibility

Program eligibility is restricted to Cardmembers with Cards in "Good Standing" as determined in our sole discretion. Your Card will not be in good standing for reasons that include, but are not limited to, (a) your account has been closed; (b) a payment has not been made when due; (c) a payment made to us is not honored by your bank; or (d) if you do not maintain the level of credit performance you maintained when approved. We reserve the right to alter, substitute or terminate all or any part of the Program or any Program Reward ("Reward"), or to modify the Terms and Conditions of the Program or Points previously earned therein for any reason in our sole discretion. In accumulating Points, you may not rely upon the continued ovailability of earned and payment and the point of the program to be able to continued availability of any Rewards or Point redemption level for a Reward; you may not be able to obtain all offered Rewards. Any Reward may be withdrawn or subject to increased Point redemption requirements and/or new restrictions at any time. Should we decide to terminate the Program, we will provide not less than 30 days prior written notice to current Cardmembers and reasonable options for redemption of such outstanding Points. If your Card is canceled, you will no longer earn Points or be allowed to redeem outstanding Points.

#### Point Accrual and Tracking

Once enrolled, 1 Point will be awarded for every \$1 of "Net Purchases" made on your Card. "Net Purchases" means the dollar value purchased with the Card after the Enrollment Date, made by a Cardmember or any authorized user minus any credits, returns, or other adjustments as reflected on your monthly account statements. No retroactive Points will be awarded.

Transactions that are not eligible include, but are not limited to, cash advances including ATM withdrawals, PIN-based Debit Card transactions, money orders, balance transfers, convenience checks, drafts, fees, finance charges, purchases made on a line of credit and travelers check purchases. We reserve the right to add other transactions to this list of ineligible transactions at our discretion and at any time. Any questions regarding eligibility of transactions shall be determined by us in our sole discretion. Previously awarded Points relating to ineligible transactions shall be forfeited.

- Points are awarded based on whole dollar amounts. For calculation purposes, when a purchase or transaction is not a whole dollar amount, any fraction equal to or greater than \$0.50 will be rounded up to the nearest whole dollar and any fraction equal to or less than \$0.49 will be rounded down to the nearest whole dollar. For example, if you make a purchase in the amount of \$49.49, 49 Points will be awarded, but if the transaction amount is \$49.50, 50 Points will be awarded.
- Earned Points will generally be added to your account and available for use within one week after the date of posting. Point earnings are not based on transaction date but on the date the transaction is submitted to us, which is usually within one week of the transaction. (International transactions may take up to 30 days to post.)
- Purchase returns or other credits reflected on your statements during or subsequent to the period of Program membership will reduce or eliminate the Points available for redemption.
- You will have 5 years to redeem your Points. Points will expire and be forfeited 5 years from the date the earned Points post to your monthly statement. Points will be redeemed on a first-in, first-out basis.
- You are solely responsible for any taxes that may be owed as a result of Points earned and/or redeemed. Please consult your tax advisor if you have tax questions about the Program. Neither Barclaycard nor Black Card provide tax advice.
- Points and Program certificates have no value except as used in accordance with the Terms and
- onditions of the Program and any terms and conditions of each respective Hewara provider. Barclaycard reserves the right to disqualify any Cardmember from participating in the Program and to invalidate any or all Points for abuse, fraud or any violation of the Program's Terms and Conditions.
- By participating in the Program, and accepting and using Points earned via the Program, you or any other beneficiary of the Program release, discharge and hold harmless Barclaycard, Black Card, TLI, and their respective subsidiaries, affiliates, agents, administrators, employees, officers, directors, successors and assignees from all claims, damages or liability including, but not limited to, physical injury or death, arising out of participation in the Program or travel taken or use of products chosen as a Program Reward.

# Point Redemption and Rewards Information

- Points may be redeemed for a variety of Rewards. All Rewards selections are subject to availability. To redeem Points for Rewards, Cardmembers may call the Rewards Service Center at 800-790-7909, option 1, between 7:00 a.m. and 9:00 p.m. Monday through Friday, and between 9:00 a.m. and 9:00 p.m. Saturday and Sunday Eastern Time (ET) or online anytime at myblackcard.com.
- Many Rewards are issued as certificates or gift cards ("Reward Certificates") by the Reward providers. Rewards and Reward providers are subject to change and may be discontinued without notice. Seven to fourteen business days should be allowed for receipt of Reward Certificates.
- Reservations and ticketing for the Airfare Rewards may be done through the Rewards Service Center at 800-790-7909, option 1, between 7:00 a.m. and 9:00 p.m. Monday through Friday and between 9:00 a.m. and 9:00 p.m. Saturday and Sunday ET or online anytime at myblackcard.com.
- Cardmembers who reside outside of the United States may redeem for gift cards or gift certificates, but additional shipping costs will apply. Please contact the Rewards Service Center for exact costs.
- Barclaycard disclaims all responsibility for Cardmember usage of airline tickets following receipt. Tickets may not be resold.
- Some Rewards are limited to use within the United States. Reward Certificates are void if altered or where prohibited by law.
- · Rewards are not replaceable if lost, stolen, destroyed, or expired. Rewards are not returnable, exchangeable or refundable under any circumstances.
- Barclaycard has no liability in case of disagreement over issuance of or right to possess Reward Certificates or Points.
- All questions or disputes regarding eligibility for the Program or eligibility for Points for accrual or redemption will be resolved by Barclaycard in its sole discretion.
- · Rewards are subject to the terms and conditions imposed by the Reward provider, which, in most cases, appear on the Reward Certificates.
- In addition to our Point expiration policy explained previously, expiration of Reward Certificates are subject to the policy of the Reward provider. See the individual Reward Certificates for details of specific expiration dates.
- Reward providers are solely responsible for the fulfillment of Rewards. Neither Barclaycard, Black Card nor TLI has any further obligation once the Reward is issued.
- Reward Certificates must be presented and surrendered upon redemption.
- In the event the goods and services you purchase are less than the face value of the Reward Certificate(s), the policy of the Reward provider will determine whether credit for the difference will be given. Barclaycard is under no obligation to provide credit or cash back. Generally, no credit or cash back will be given. Certain Reward Certificates may require a minimum purchase. Exceptions and other restrictions will appear on each respective Reward Certificate.
- For specific questions regarding the Terms and Conditions of Reward Certificates, Cardmembers may call the Rewards Service Center at 800-790-7909, option 1, between 7:00 a.m. and 9:00 p.m. Monday through Friday and between 9:00 a.m. and 9:00 p.m. Saturday and Sunday ET.

# Airfare Rewards Redemption

Cardmembers may redeem Points for a scheduled ticket on a participating major airline carrier, provided that the fares and schedules are found on, and the ability to generate a ticket (electronic or paper) is possible through, the Global Distribution System ("GDS"). Airfare Rewards may only be redeemed for scheduled flights on participating airlines by calling the Rewards Service Center at 800-790-7909, option 1, or on the web at myblackcard.com. No other travel agency may be used.

Reservations for tickets also exclude the use of charters, wholesalers, consolidators and any Internet fares that are not published and/or available through GDS. You may elect to use the Cash Back option in those cases. There are no restrictions or blackout dates for airfare reward redemptions.

Cardmembers can redeem 50 points for every \$1.00 of air fare tickets booked through the Rewards Service Center. For example, to redeem for airfare costing \$625 you would redeem 31,250 Points. There is no limit to the price of your ticket and any combination of points and other forms of payment can be applied to the purchase price.

# Additional Airfare Rewards Details

- All air travel rewards described previously must be booked through the Rewards Service Center. No other travel agency may be used for these offers.
  If you purchase airfare from airlines' websites or other Internet travel providers using your Card, the Cash Back option allows you to redeem points for a statement credit for the entire or the partial purchase price at a Points redemption rate of 100 Points per \$1 spent. The Cash Back statement credit offer cannot be combined with other air travel Rewards offers.
- All travel itineraries and supporting documentation will be sent via email when available; otherwise, paper documents will be sent via first-class mail. When electronic tickets are available and the Cardmember selects paper tickets, a service fee of a minimum of \$50 per paper ticket will be assessed by the participating airline at time of ticketing. Priority, three-to-five day delivery, Saturday or international deliveries will be subject to additional shipping charges as imposed by the shipping vendor and will be charged to the Cardmember's Card at time of reservation.
- All airline tickets are non-refundable, non-transferable, and non-changeable. Once Points are redeemed and ticketed, the Rewards Service Center will not be able to make changes to dates, destinations, class, etc. The Cardmember may elect to have changes made directly with the airline and pay the airline service fee and pay applicable fare increases.
- The traveler may be subject to Customs' fees, baggage charges or any other charges assessed by governmental entities as a result of travel.
- Participating air carriers are subject to change at any time without notice.
- A Cardmember may elect to have the Rewards Service Center book non-Rewards airline tickets through a major airline carrier provided that the fares and schedules are available and the ability to generate a ticket is possible through GDS. This service will be subject to a service fee at time of booking.
- Barclaycard is not responsible for communication of airline schedule changes or any other changes made by the airline. Flight reservations should be re-confirmed by the Cardmember or designated traveler at least 72 hours prior to departure. All reservations are subject to the conditions of carriage, supply or business of the service provider, which include exclusions and limitations of liability. The Cardmember or designated traveler is responsible for obtaining a valid government issued photo ID and the appropriate international travel documentation such as passports and visas.
- Barclaycard, Black Card and TLI are not responsible for performance of any airline.

# Car Rental Rewards

- Advance reservations are recommended for Reward rentals.
- The Cardmember renting the vehicle ("Renter") must be 25 years of age and possess a valid U.S. driver's license
- The Renter will be required to execute a rental agreement at time of rental. The Renter must provide a major credit card at the time of rental (check or debit cards are not permitted).
- The Renter may be provided a voucher or certificate as an instrument of securing a rental vehicle. The

voucher or certificate must be presented to the rental car company at the time of rental pickup. Vouchers and certificates are negotiable instruments for the purpose of securing car rental services and will not be replaced if lost, stolen or destroyed. No change or credit will be issued for unused portions of Rewards. The Renter is subject to the restrictions and vehicle type listed on the voucher or certificate.

- Rewards do not include taxes, insurance, mileage fees, airport fees, extra drivers, optional service charges such as refueling, or any other fees or charges imposed by rental location and/or company.
- Some blackout dates may apply.
- Barclaycard, Black Card and TLI are not responsible for performance of any rental car company.
- The rental car company may inquire about a Renter's driving record at time of rental to determine rental eligibility.
- Participating rental car companies and Reward offerings are subject to change without notice.

### **Hotel Rewards**

· Hotel Rewards are not redeemable for cash and are void if sold for cash or other consideration.

- Hotel Rewards are not refundable or replaceable if lost, stolen, destroyed or expired.
- · Hotel Rewards are not redeemable and are void if altered, photocopied or reproduced.
- Guest must present and submit the Reward Certificate at check-in.
- Hotel Rewards may not be valid where restricted by law.
- · Length of stay restrictions may apply.
- · Any tax liability, including disclosure, connected with receipt or use of hotel Reward is the recipient's responsibility.
- The Reward Certificate will not be extended beyond the expiration date.
- Hotels may require advance deposits to reserve accommodations and may not include resort fees or taxes. · Hotels may require advance reservations.
- · Accommodations are subject to availability at time of reservations and blackout dates may apply due to seasonal periods or special events.
- Participating properties are subject to change at any time without notice.
- Barclaycard, Black Card and TLI are not responsible for hotel performance.

#### Cash Back

The Cash Back option allows you to purchase anything you like with your Visa Black Card, then redeem points for a statement credit for the entire or the partial purchase price at a Points redemption rate of 100 Points per \$1 spent. The Cash Back statement credit offer cannot be combined with other Rewards offers. Statement credits will be posted to Cardmember's Card within 30 days of request.

#### **Reward Certificates**

- Reward Certificates may not be combined with any other promotional offers.
- Reward Certificates are valid at participating merchants only through the expiration date printed on the Reward Certificate.
- · Reward Certificates must be submitted at redemption, and no photocopies of Reward Certificates will be honored.
- Fulfillment of the Reward Certificate is the sole responsibility of the participating merchant.
- Use of any Reward Certificate is subject to any additional restrictions listed on the Reward Certificate.
- · Reward Certificates are not valid toward previous purchases, and cannot be used as payment on existing account balances with either the participating merchant or Barclaycard. Reward Certificates have no cash value and may not be redeemed for cash or its equivalent. Any unused portion will not be returned as cash unless the Reward Certificate states otherwise
- · Reward Certificates are not refundable or exchangeable and are not replaceable in the event of loss or destruction after issuance.
- Reward Certificates are transferable unless otherwise noted on the Reward Certificate.
- Reward Certificates are void where prohibited by law.
- Unless otherwise stated on the Reward Certificate, Reward Certificates offered do not include any federal, state, or local taxes, which are the sole responsibility of the Cardmember.
- Barclaycard is not responsible for the problems or defects of any merchandise purchased using a Reward Certificate or for failure of merchant to perform because of bankruptcy, insolvency or any other reason.
- Barclaycard, Black Card and TLI are not responsible for any merchant performance.

#### Concierge

Your concierge can plan any request - large or small - simple or complicated. We'll make your dinner reservations, purchase tickets to events, coordinate business arrangements worldwide, locate hard-to-find items, and buy and deliver gifts. Anything you need. They are here to make your life easier. To speak to a Concierge any time, any day, call 1-800-790-7909.

# Black Card VIP

Through our VIP Program, you receive special benefits at over 3,000 hotels, resorts and villas worldwide, such as a room upgrade, early check-in and late check-out when available, complimentary breakfast, spa treatments, complimentary or discounted rounds of golf, resort or service, credit and other special in-room amenities. Black Card Concierge can arrange an airport meet-and-greet service, luggage delivery to and from your destination or customize travel packages to accommodate your unique tastes. As a Black Card VIP, you also have access to added value amenities on more than 20 cruise lines, including shipboard credits, cabin upgrades and exclusive shore excursions.

To take advantage of these benefits, arrangements and travel must be booked through Black Card Concierge and purchased with your Black Card. Contact them 24-hours a day, seven days per week at 1-800-790-7909 or concierge@blackcard.com.

Visit the Rewards page of myblackcard.com for full Terms and Conditions.

#### LOUNGE CLUB<sup>™</sup> Benefits

Renewal terms and conditions are at the discretion of the Visa Black Card Program, Barclaycard and LOUNGE CLUB.<sup>TM</sup> You must enroll in the program and present your personalized LOUNGE CLUB<sup>TM</sup> membership card for entry into the participating lounges. Your membership allows for unlimited complimentary visits for yourself as well as guests.

#### Purchase Security

#### What is this Purchase Security benefit?

Within the first ninety (90) days of the date of purchase, Purchase Security will, at the Benefit Administrator's discretion, replace, repair, or reimburse you for eligible items of personal property purchased entirely with your eligible Visa card up to a maximum of \$500 per claim and \$50,000 per Cardmember,\* in the event of theft, damage due to fire, vandalism, accidentally discharged water, or certain weather conditions.

#### Who is eligible for this benefit?

To be eligible for this benefit, you must be a valid Cardmember of an eligible U.S.-issued Visa card.

#### What items are covered by Purchase Security?

Your eligible purchases are protected against damage due to the following:

- · Fire, smoke, explosion, riot, or vandalism.
- Windstorm, lightning, hail, rain, sleet, or snow.
- Aircraft, spacecraft, or other vehicles.
- Theft (except from autos or motorized vehicles).
- · Accidental discharge of water or steam from household plumbing.
- Sudden accidental damage from electric current. (This benefit does not apply to electronic components.) What items are not covered?

- Animals and living plants. Antiques and collectible items.
- 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. Broken items, unless damage is the result of a covered occurrence.
- · Computer software.
- result of weather other than lightning, wind, hail, rain, sleet, or snow. Items damaged as a
- · Items purchased for resale, professional, or commercial use.
- Items stolen from automobiles and other vehicles, or common carriers. • Items that are lost or that mysteriously disappear. "Mysterious disappearance" means the vanishing of an item in an unexplained manner where there is an absence of evidence of a wrongful act by a person or persons.
- · Items under the care and control of a common carrier (including U.S. Postal Service, airplanes, or delivery service).
- Items including, but not limited to, jewelry and watches from baggage unless hand-carried and under your personal supervision, or under the supervision of your traveling companion who is previously known to you.
- · Losses resulting from abuse, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion, insurrection, or terrorist activities), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects.
- Losses resulting from misdelivery or voluntary parting with property.
- · Medical equipment.
- · Perishables, consumables including, but not limited to, perfumes and cosmetics, and limited-life items such as 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.
- · Rented or leased items, or items purchased on an installment plan and for which the entire purchase price was not paid in full at the time of the occurrence.
- Traveler's checks, cash, tickets, credit or debit cards, and any other negotiable instruments.
- Used or pre-owned items.

# Are gifts covered?

Yes, as long as you purchased the gift entirely with your eligible Visa card and it meets the terms and conditions of the benefit.

# Are purchases made outside the U.S. covered?

Yes, as long as you, the eligible Cardmember, purchased the item entirely with your eligible Visa card and the eligible item meets the terms and conditions of the benefit.

# Do I need to register my purchases?

No. Your eligible purchases are automatically covered.

# Do I need to keep copies of receipts or any other records?

Yes. If you want to file a claim, you will need copies of your Visa card receipt and your store receipt.

### How do I file a claim?

Call the Benefit Administrator at 800-553-4820 or collect at 0-410-581-9994 within sixty (60) days of loss or damage. Please note: if you do not give such notice within sixty (60) days after the loss or damage your claim may be denied. The Customer Service Representative will ask you for some preliminary claim information and send you the appropriate claim form. This claim form must be completed, signed, and returned with all the requested documentation within ninety (90) days from the date of loss or damage. Gift recipients of eligible items may also handle the claim process if you wish. However, the gift recipient must provide all the documents necessary to fully substantiate the claim.

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

# What documents do I need to submit with my claim?

- · Your completed and signed claim form.
- · Your Visa card receipt.
- · The itemized store receipt.
- A police report (made within 48 hours of the occurrence in the case of theft), fire, insurance claim, or loss report, or other report sufficient to determine eligibility for benefits.
- A copy of your insurance declaration page, when applicable
- · Documentation (if available) of any other settlement of the loss.
- Any other documentation deemed necessary to substantiate your claim.

All claims must be fully substantiated as to the time, place, cause, and amount of damage or theft. In most cases you will be asked to send, at your expense, the damaged item to substantiate a claim. Retain the item in the event it is requested by the Benefit Administrator.

### How will I be reimbursed?

Depending on the nature and circumstances of the incident, the Benefit Administrator, at its discretion, may choose to discharge your claim in either of two ways:

- A damaged item (whether wholly or in part) may be repaired, rebuilt, or replaced. A stolen item may be replaced. If the item is to be repaired, rebuilt, or replaced, you will be notified of the decision within fifteen (15) days following receipt of the required proof of theft/damage documentation.
- 2. You may be reimbursed for the eligible item, but not more than the original purchase price of the covered item as recorded on your eligible Visa card receipt, less handling and shipping charges, up to a maximum of \$500.00 per claim occurrence.\*

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

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

# Do I have to file with my insurance company?

Yes, if you have insurance applicable to the damaged or stolen item (e.g. business owner's, homeowner's, to file a claim with your own insurance company and to submit a copy of any claim settlement from your insurance company along with your claim form.\* In some cases, at the option of the Benefit Administrator, where the claim amount is within your personal insurance deductible, a copy of your personal insurance policy declaration page may be sufficient.\*

NOTE: Purchase Security provides coverage on an "excess" coverage basis. That means it does not duplicate, but pays in excess of any valid and collectible insurance or indemnity (including, but not limited to, homeowner's, renter's, automobile, or employer's insurance policies). After all insurance or indemnity has been exhausted, Purchase Security will cover the loss up to the amount charged to your eligible Visa account and subject to the terms, exclusions, and limits of liability of the benefit. Purchase Security will also pay for the outstanding deductible portion of your insurance or indempity for eligible claims. The maximum limit of liability is \$50.00 ner claim occurrence and \$50.00 indemnity for eligible claims. The maximum limit of liability is \$500.00 per claim occurrence and \$50,000 per Cardmember. You will receive no more than the purchase price as recorded on the eligible Visa card receipt. Where a protected item is part of a pair or a set, you will receive no more than the value (as described herein) of the particular part or parts, stolen or damaged, regardless of any special value that the item may have as part of such a pair or set, nor more than the proportionate part of an aggregate purchase price of such pair or set. Purchase Security is not "contributing" insurance, and this "non-contribution" provision shall take precedence over "non-contribution" provisions found in insurance or indemnity descriptions, policies, or contracts.

Additional Provisions for Purchase Security: This protection provides benefits only to you, the eligible Visa Cardmember, and to whomever receives the eligible gifts you purchase entirely with your eligible Visa card. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected 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 including, but not limited to, the cost of repair services, no coverage shall exist for such claim and your benefits may be canceled. Each Cardmember 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 Cardmember.

Once you report a claim, 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 six (6) months of the date of damage, theft, or product failure.

After the Benefit Administrator has paid your claim, 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.

No legal action for a claim may be brought against us until sixty (60) days after we receive Proof of Loss. No legal action against us may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against us unless all the terms of this Guide to Benefits have been complied with fully.

This benefit is provided to eligible Visa Cardmembers 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, or statement messages. The benefit described in this Guide to Benefits will not apply to Visa Cardmembers 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 for eligible Visa Cardmembers, and if we do, we will notify you at least 30 days in advance. This information is a description of the benefit provided to you as a Visa Cardmember. It is insured by Indemnity Insurance Company of North America. For general questions regarding this benefit, call the Benefit Administrator at 800-553-4820 or collect at 0-410-581-9994.

# FORM #PS (07/08)

#### Warranty Manager

#### How do I benefit from Warranty Manager Service?

Warranty Manager Service offers you a number of valuable features, including **warranty registration** and **Extended Warranty Protection**, all available with a simple toll-free telephone call. And with our Visa Performance Guarantee you have the option of purchasing affordable Extended Service Agreements.\*

Warranty Manager's registration service helps you take full advantage of your warranties, because you can get key information about your coverage with a single toll-free call. And if you send us your sales receipts and warranty information, we'll keep everything on file— so arranging for a repair or replacement is as easy as picking up the telephone. Warranty Manager Service offers Extended Warranty Protection that doubles the free repair period under the original manufacturer's written U.S. repair warranty up to one (1) additional year on eligible warranties of three (3) years or less when an item is purchased entirely with your eligible Visa card.

#### Why should I register my purchases?

To have peace of mind knowing all of your purchases are registered and on file with Visa. Although registration is not required for Extended Warranty Protection benefits, it is strongly encouraged that you send us your sales receipts and warranty information. With this valuable service, you won't have to search for critical documentation when you need it. Arranging for a repair or replacement is as easy as picking up the telephone. Call **800-551-8472** ( or collect at **0-410-581-9994**) for information regarding the security of registering your purchases.

### What are the advantages of Visa Performance Guarantee?

Visa Performance Guarantee is valuable protection you can purchase beyond the benefit provided to you by Visa. It is available to extend your warranty coverage up to five (5) years from the date of product purchase. This provides you with an easy, reasonably priced way to cover parts and labor costs necessary to repair your product in case of failure.

### Who is eligible for this benefit?

To be eligible for this benefit you must be a valid Cardmember of an eligible U.S.-issued Visa card.

#### Are gifts covered?

Yes, as long as you purchased the gift entirely with your eligible Visa card and it meets the terms and conditions of the benefit.

#### Are purchases made outside the United States covered?

Yes, as long as you purchased the item entirely with your eligible Visa card and the eligible item has a valid original manufacturer's written U.S. repair warranty of three (3) years or less, store-purchased dealer warranty, or assembler warranty. Rest easy knowing the purchases made while you travel are protected by Visa.

#### What items are not covered?

- 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 hard-wired or hard-plumbed, garage doors, garage door openers, and ceiling fans.
- Rented or leased items, or items purchased on an installment plan and for which the entire purchase price
  was not paid in full at the time of the occurrence.
- Computer software.
- Medical equipment.
- Used or pre-owned items.

#### Do I need to keep copies of receipts or any other records?

To file a claim, copies of your Visa card receipt, your store receipt, the original manufacturer's written U.S. warranty, and any other applicable warranty are required. You will need to retain copies of these records unless the purchase is registered

#### How do I file a claim?

Call the Benefit Administrator at **800-551-8472** (or collect at 0-410-581-9994) immediately upon learning of a product failure.

Please note: If you do not give such notice within sixty (60) days after the product failure, your claim may be denied. The Benefit Administrator will ask you for some preliminary claim information, direct you to the appropriate repair facility, and send you the appropriate claim form. This claim form must be completed, signed, and returned with all the requested documentation within ninety (90) days of the product failure. Unless otherwise noted, the date of loss shall be the date you first notified the Benefit Administrator. Gift recipients of eligible items are also covered by the claims process, if desired. However, a gift recipient must provide all the documents necessary to fully substantiate the claim.

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

### What documents do I need to submit with my claim?

- Your completed and signed claim form.
- Your Visa card receipt.
- The itemized store receipt.
- A copy of the original manufacturer's written U.S. warranty and any other applicable warranty.
- A description and serial number of the item, 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 order.

### All claims must be fully substantiated.

#### How will I be reimbursed?

Once your claim has been verified, the item will be repaired or replaced **at the Benefit Administrator's discretion**, but for no more than the original purchase price of the covered item less shipping and handling fees, up to a maximum of \$10,000, as recorded on your Visa card receipt, and \$50,000 maximum per Cardmember.

Extended Warranty Protection will pay the facility directly for repairs, if possible, or 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 the benefit.

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

#### Do I have to file with my insurance company?

No. However, if you have purchased or received a service contract or Extended Warranty, Extended Warranty Protection is secondary to that coverage.

\* Extended Service Agreements are offered through a third-party administrator, and may not be available in all states. Terms and conditions may vary by product type. Call 800-551-8472 for details regarding specific products.

Additional Provisions for Warranty Manager Service: This protection provides benefits only to you, the eligible Visa Cardmember, and to whomever receives the eligible gifts you purchase entirely with your eligible Visa card. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by this benefit. This provision will not be unreasonably applied to avoid claims.

If you make any claim knowing it to be diffeasionably 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 Cardmember 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 Cardmember.

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 six (6) months of the date of product failure.

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.

No legal action for a claim may be brought against us until sixty (60) days after we receive Proof of Loss. No legal action against us may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against us unless all the terms of the Guide to Benefits have been complied with fully.

This benefit is provided to eligible Visa Cardmembers 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, or statement messages. The benefit described in this Guide to Benefits will not apply to Visa Cardmembers 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 Cardmember. It is insured by Indemnity Insurance Company of North America.

For general questions regarding this benefit, call the Benefit Administrator at 800-551-8472, or call collect at 0-410-581-9994.

# FORM #VWMGR (07/08)

#### Worldwide Automatic Travel Accident Insurance, Baggage Delay and Trip Cancellation/Interruption Insurance

### When Benefits Apply:

As a Visa Cardmember of Barclaycard you, your spouse or domestic partner and unmarried dependent children will be automatically insured 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 a passenger fare(s), less redeemable certificates, vouchers or coupons, has been charged to your Barclaycard Visa account. Coverage is also provided for common carrier travel (including taxi, bus, train or airport limousine); 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 Visa 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. This coverage does not include Commutation which is defined as travel between the Insured Person's residence and regular place of employment.

#### **Benefits**

### **Common Carrier Accidental Death & Dismemberment:**

The full Benefit Amount of \$250,000 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. "Member" means hand or foot. One quarter of the Benefit Amount is payable for the accidental loss of the thumb and index finger of the same hand. "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 a Barclaycard Visa account. 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 three times the Benefit Amount for loss of life. Benefits will be proportionately divided among the Insured Persons up to the maximum limit of insurance.

### Important Definitions:

Accident or Accidental means a sudden, unforeseen, and unexpected event which: 1) happens by chance; 2) arises from a source external to the Insured Person; 3) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof; 4) occurs while the Insured Person is insured under this policy which is in force; and 5) is the direct cause of loss. Dependent Child(ren) means those children, including adopted children and 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: or 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 a full-time student at an institute of higher learning. Domestic Partner means a person designated in writing by the primary insured person's sole spousal equivalent; and 3) has resided in the same household as the primary insured person; and 4) has been jointly responsible with the primary insured person for each other's financial obligation, and who intends to continue the relationship above indefinitely.

#### Baggage Delay:

We will reimburse the Insured Person up to the Daily Benefit Amount of \$100 per day for 3 days in the event of a Baggage Delay. Our payment is limited to expenses incurred for the emergency purchase of essential items needed by the Insured Person while on a covered trip and at a destination other than the Insured Person's primary residence. Essential items not covered by Baggage Delay include, but are not limited to: 1) contact lenses, eye glasses or hearing aids; 2) artificial teeth, dental bridges or prosthetic devices; 3) tickets, documents, money, securities, checks, travelers checks and valuable papers; 4) business samples; 5) jewelry and watches; or 6) cameras, video recorders and other electronic equipment.

The \$300 benefit amount is excess over any other insurance (including homeowners) or indemnity (including any reimbursements by the airline, cruise line, railroad, or station authority,) available to the insured person. In no event, will we pay more than \$300 in any twelve (12) consecutive month period regardless of the number of baggage delay claims made in that twelve (12) month period. **Baggage Delay** means a delay or misdirection of the Insured Person's Baggage by a Common Carrier for more than twelve (12) hours from the time the Insured Person arrives at the destination on the Insured Person's ticket.

#### Trip Cancellation/Interruption:

In the event of the Insured Person's Trip Cancellation or Trip Interruption, we will pay up to the Trip Cancellation/Trip Interruption Benefit Amount of \$1,500. Our payment will not exceed either: 1) the actual Non – Refundable amount paid by the Insured Person for a Common Carrier passenger fare(s); or 2) \$1,500. The Insured Person will relinquish to us any unused vouchers, tickets, coupons or travel privileges for which we have reimbursed the Insured Person. The Trip Cancellation or Trip Interruption of the Insured Person must

be caused by or result from: 1) death, Accidental injury, disease or physical illness of the Insured Person 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 the Insured Person from traveling on a Covered Trip. Financial Insolvency means the inability of the entity to provide travel services because it has ceased operations either following the filing of a petition for bankruptcy, whether voluntary or involuntary, or because it has ceased operations as a result of a denial of credit or the inability to meet financial obligations. **Non – refundable** means amount of money paid by or on behalf of the Insured Person for a Covered Trip which will be forfeited under the terms of the agreement made with the Common Carrier for unused travel arrangements and for which a travel agent or travel supplier will not provide any other form of compensation. Pre-Existing Condition means Accidental 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 Common Carrier passenger fare(s). Disease or illness has manifested itself when:

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 a controlled 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 point of departure or offer the Covered Trip departure. departure or after the Covered Trip departure. Immediate Family Member means spouse, domestic partner, Dependent Child or Children or other relatives residing with the Insured Person.

#### Eligibility:

This travel insurance plan is provided to Barclaycard Visa Cardmembers automatically when the entire cost of a Common Carrier passenger fare(s) is charged to an eligible Visa account while the insurance is effective. It is not necessary for you to notify Barclaycard, the administrator or the Company when tickets are purchased.

#### The Cost:

This travel insurance plan is provided at no additional cost to eligible Visa Cardmembers of Barclaycard.

# 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.

#### 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. 5) an accident occurring while an Insured is in, entering, or exiting 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:

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 all benefits, the Company will pay you or your beneficiary the applicable benefit amount within 60 days after complete proof of loss is received and if you, the Policyholder and/or the beneficiary have complied with all the terms of this policy.

#### Effective Date:

This insurance is effective 12/1/11 or on the date that you become a Visa Cardmember, whichever is latest; and will cease on the date the Master Policy 6478-05-97 is terminated or on the date your Barclaycard Visa account ceases to be in good standing, whichever occurs first.

As a handy reference guide, please read this and keep it in a safe place with your other insurance of the minimum state statutes in the policy 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: Barclaycard. If this plan does not conform to your state statutes, it will be amended to comply with such laws. If a statement in this description of coverage and any provision in the policy differ, the policy will govern.

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

### Plan Administrator:

**CBSI Enhancement Services** 550 Mamaroneck Ave., Suite 309 Harrison, NY 1052

Plan Underwritten By Federal Insurance Company a member insurer of the Chubb Group of Insurance Companies 15 Mountain View Road, P.O. Box 1615 Warren, NJ 07061-1615

### **Trip Delay Reimbursement**

### What is this benefit?

When certain terms and conditions are met on a Covered Trip, Visa Trip Delay Reimbursement will cover up Trip is delayed for more than 12 hours and if that delay is caused by a Covered Hazard, provided the full travel fare has been charged to your Visa card. Coverage is in excess of any expenses provided by any other party, including applicable insurance. Here are answers to some commonly asked questions about the benefit.

#### Who is eligible?

You, your spouse, and your dependent children under twenty-two (22) years of age become automatically covered when the entire Common Carrier fare is charged to your eligible Visa card.

# What is covered?

This coverage is secondary to reimbursement of reasonable expenses provided by the Common Carrier or any other party, including applicable insurance. You will be covered for the reasonable additional expenses, such as meals and lodging, which were necessarily incurred as the result of the delay incurred because of the Covered Hazards and which were not provided by the Common Carrier or any other party free of charge.

# What is a Common Carrier?

A Common Carrier is any land, water, or air conveyance operating under a valid 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, commuter rail or commuter bus lines, or rental vehicles.

# What are the Covered Hazards?

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

# What is a Covered Trip?

A Covered Trip is a period of round-trip travel that does not exceed three hundred and sixty-five (365) days away from your residence to a destination other than your city of residence.

# What is not covered?

You will not be covered for any delay due to a Covered Hazard which was made public or known to you prior to the departure for the Covered Trip. Prepaid expenses are not covered.

# How do I file a claim?

You must call the Benefit Administrator at **800-840-4735** within thirty (30) days following the date of the delay. The Benefit Administrator will ask you for some preliminary claim information and send you a claim form. **The completed claim form and requested documentation must be returned within ninety (90)** days of the date of the trip delay to:

Enhancement Services

P.O. Box 72034

Richmond, VA 23255

Failure to do so could result in the denial of your claim.

# What documents do I need to submit with my claim?

- Your completed and signed claim form.
- Your eligible Visa card receipt demonstrating the full travel fare charged to your eligible Visa card.
- A copy of the Common Carrier ticket.
- A statement from the Common Carrier indicating the reasons that the Covered Trip was delayed.
- Copies of receipts for the claimed expenses.

Additional Provisions for Visa Trip Delay Reimbursement: Trip Delay Reimbursement is secondary, and excess of, any valid and collectible avenue or recovery which is available to you, the eligible Visa Cardmember. We will reimburse the excess amount once all other coverage has been exhausted up to the limit of liability.

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 benefits may be canceled. Each Cardmember 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 Cardmember.

Once you report an occurrence, a claim file will be opened and shall remain open for ninety (90) days from the date of the trip delay. No payment will be made on a claim that is not completely substantiated in the manner required by the Benefit Administrator within ninety (90) days of the occurrence.

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

No legal action for a claim may be brought against us until sixty (60) days after we receive Proof of Loss. No legal action against us may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against us unless all of the terms of the Guide to Benefits and policy have been complied with fully.

This benefit is provided to eligible Visa Cardmembers 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, or statement messages. The benefit described in this Guide to Benefits will not apply to Visa Cardmembers whose accounts have been suspended or canceled.

Termination dates 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 Cardmember. It is insured by Indemnity Insurance Company of North America.

For general questions regarding this benefit, call the Benefit Administrator at 800-840-4735.

FORM #VTRIP (07/08)

# Lost Luggage Reimbursement:

# How do I benefit from Lost Luggage Reimbursement?

When You pay for the entire cost of Common Carrier tickets with Your eligible Visa card, You will be eligible to receive reimbursement for Your Checked Luggage, carry-on luggage, and its contents for the difference between the "value of the amount claimed" and the Common Carrier's payment, up to \$3,000 per trip (in New York, coverage is limited to \$2,000 per bag for New York residents), provided the luggage was lost due to theft or misdirection by the Common Carrier. The "value of the amount claimed" is the lesser of the actual purchase price of the item(s), the actual cash value of the item(s) at the time of theft or misdirection with deduction for depreciation, or the cost to replace the item(s). The Eligible Person must take all reasonable means to protect, save, and/or recover any carry-on property at all times. This reimbursement is supplemental to and excess of save, and/or recover any carry-on property at all times. This reimbursement is supplemental to and excess of any valid and collectible insurance and/or possible reimbursement from any other source.

### What items are not covered?

- 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 traveler's 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 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. · Loss resulting from abuse, fraud, or hostilities of any kind (including, but not limited to, war, invasion,
- rebellion, or insurrection).
- Business Items, cellular telephones, or art objects.

### Definitions

Business Items means 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.).

**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.

Eligible Person means a Visa Cardmember who pays for the specific occasions covered by using the eligible card.

Immediate Family Member means Your spouse or legal dependent children under age 18 (25 if enrolled as a full-time student at an accredited institution).

You and Your means an Eligible Person (as defined above) or Your Immediate Family Members who charged their trip to Your eligible Visa card.

# What do I do if my luggage or its contents are lost or stolen?

If Your luggage or its contents are lost or stolen, 1) immediately notify the Common Carrier to begin the Common Carrier's claim process, and 2) immediately call the Benefit Administrator at 800-757-1274, or call collect at 0-804-673-6496. Notification to the Benefit Administrator must be made within twenty (20) days from the date the luggage was lost or stolen. The Benefit Administrator will answer any questions You may have and send You a special claim form.

### How do I file a claim?

Complete the claim form You receive from the Benefit Administrator. Mail the following items within ninety (90) days from the date the luggage was lost or stolen to the address provided:

- 1. The completed claim form.
- 2. A copy of Your charge slip or receipt, as proof that the Common Carrier tickets were charged and paid for with Your eligible Visa card.
- 3. A copy of the 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).
- 4. A copy of Your insurance declaration page or documentation of any settlement of the loss or theft.
- 5. Any other documentation deemed necessary by the Benefit Administrator to substantiate the loss or theft.

# Do I have to file a claim with my insurance company?

Yes. 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 option, 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.

Additional Provisions for Lost Luggage Reimbursement: Lost Luggage Reimbursement is supplemental to and excess of any other valid and collectible avenue of recovery which is available to You, the eligible Visa Cardmember. We refund the excess amount once all other reimbursement has been exhausted up to the limit of liability.

This benefit is available only to You, the eligible Visa Cardmember. You shall use due diligence and do all things reasonable to avoid or diminish any loss to property protected by this benefit. 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, no coverage shall exist for such claim and Your benefits may be canceled. Each Cardmember 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 Cardmember.

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 benefit. Further, no legal action may be brought against us unless all the terms of this Guide to Benefits have been complied with fully.

This benefit is provided to eligible Visa Cardmembers 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, or statement messages. The benefit described in this Guide to Benefits will not apply to Visa Cardmembers 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 Cardmember. It is insured by Indemnity Insurance Company of North America. For general questions regarding this benefit, call the Benefit Administrator at 800-757-1274, or call collect at 0-804-673-6496.

FORM #VLUGOPT (07/08)

#### Travel and Emergency Assistance Services

#### What are Travel and Emergency Assistance Services?

Help when you don't know where to turn. You can count on a wide range of Visa emergency services available whenever and wherever you need them, 24 hours a day, 365 days a year.

We will make every reasonable effort to respond when you have an emergency-even if you need assistance beyond the services listed here. Please understand that, due to occasional problems such as distance, location, or time, neither Visa nor its service providers can be responsible for the availability, use, cost, or results of any medical, legal, transportation, or other service.

# Who is eligible for Travel and Emergency Assistance Services?

You, your spouse, and your children (provided the children are dependents under 22 years old) may all take advantage of these special emergency services.

#### How do I get these services?

They're as close as the nearest phone. You simply call the Benefit Administrator at 800-992-6029 any hour of the day or night. If you are outside the United States, call collect at 0-804-673-1675.

#### Is there a charge for these services?

No. Visa Travel and Emergency Assistance Services are available to eligible Visa Cardmembers at no additional charge.

#### Please note: Visa 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.

#### What are the specific services and what do they provide?

Visa Travel and Emergency Assistance Services will put you in touch with the appropriate emergency services should the need arise. Here are some of the ways we can help:

- Emergency Message Service can record and relay emergency messages for travelers, immediate family members, or business associates. NOTE: Visa 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 for the failure to transmit any message successfully.
- Medical Referral Assistance provides medical referral, monitoring, and follow-up. The Benefit Administrator can give you names of 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 visa or personal account. NOTE: All costs are your responsibility.
- Legal Referral Assistance can arrange contact with English-speaking attorneys and with U.S. embassies or 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 Visa or personal account. The Benefit Administrator can also follow up to make sure bail has been properly handled. **NOTE: 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 even includes arranging to bring your young children home and staying in contact with family members or employers. In the case of a death, the Benefit Administrator can make arrangements for returning the remains of the deceased home. **NOTE:**

All costs are your responsibility.

- Emergency Ticket Replacement helps you with the carrier's lost ticket reimbursement procedures if you should lose your ticket and can arrange delivery of a replacement ticket to you. NOTE: 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. The Benefit Administrator can also arrange a cash advance with your Visa issuing bank. However, you are responsible for the cost of any replacement items shipped to you.
- Emergency Translation Service provides telephone assistance in, all major languages and helps find local interpreters, if available, when you need more extensive assistance. **NOTE: All costs are your** responsibility.
- Prescription Assistance and Valuable Document Delivery Arrangements can help you get prescriptions filled or replaced, subject to local laws, and can even arrange pickup and delivery of prescriptions filled for you at local or nearby pharmacies. It can also help transport critical documents which you may have left at home or elsewhere. NOTE: All costs are your responsibility.
- Pre-Trip Assistance can give you information on your destination before you leave—information such as ATM locations, currency exchange rates, weather reports, health precautions, immunizations, and required passport visas.

Additional Provisions for Travel and Emergency Assistance Services: The benefit described in this Guide to Benefits will not apply to Visa Cardmembers whose accounts have been suspended or canceled. 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, or statement messages.

For general questions regarding this benefit, call the Benefit Administrator at 800-992-6029. If you are outside the United States, call collect at 0-804-673-1675.

FORM #VTEA (07/08)

### Auto Rental Collision Damage Waiver

### What is this benefit?

When certain terms and conditions are met, the 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. In your country of residence, this benefit is supplemental to, and excess of, any valid and collectible insurance from any other source. We will reimburse only for that damage or theft not payable by any other party. Here are answers to some commonly asked questions about the benefit.

# Who is eligible?

You are eligible only if you are a valid Cardmember 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 this Guide to Benefits, Visa Auto Rental CDW reimburses 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 the rental vehicle while it is your responsibility. If you do not have personal automobile insurance or any other insurance covering this loss, this benefit reimburses you for the covered damage or theft as well as valid administrative and loss-of-use charges imposed by the auto rental company and reasonable towing charges. Only 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 benefit provides reimbursement up to the actual cash value of the vehicle as it was originally manufactured. 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.

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

### Covered losses are:

- · Physical damage and/or theft of the covered rental vehicle.
- Valid loss-of-use charges imposed and substantiated by the auto rental company 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 auto 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 auto 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 800-VISA-911 to report the theft 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 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 the 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 (other than the deductible under 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 rental agency or its insurer.
- · Cost of any insurance or collision damage waiver offered by or purchased through the auto rental company.
- Depreciation of the rental vehicle caused by loss or damage including, but not limited to "diminished value." Expenses reimbursable by your insurer, employer, or employer's insurance.
- 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.
- tems 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 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) consecutive days outside your country of residence.
- · Leases and mini leases.

- Loss or damage as a result of the Cardmember'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, the Republic of Ireland, or
- Northern Ireland.
- · Not applicable to residents of certain states.

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

### When and where do I have this benefit?

This benefit 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, this benefit is not available where precluded by law or in violation of the territory terms of the auto rental agreement or 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 auto rental company. This benefit terminates when the auto rental company re-assumes control of the rental vehicle.

# How does this benefit apply?

Within your country of residence, Visa Auto Rental CDW supplements, and applies excess of, any valid and collectible insurance or reimbursement 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; however, it will pay for the outstanding deductible portion or other charges, including valid administration and loss-of-use charges at experted by your applicable outstanding deductible portion or other charges. not covered by your applicable automobile insurance policy. Outside your country of residence or if you do not have automobile insurance, this benefit is primary in those countries where it is available, and in that case, you do not have to claim payment from any other source of insurance before receiving the benefits.

### 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 **800-VISA-911**. If you are outside the United States, call collect at 0-410-581-9994.

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

At the time of the damage or theft, or when you return the rental vehicle, immediately ask the auto 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 Cardmember, 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 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 CDW Claim Form. Your completed claim form must be postmarked within ninety (90) days\* of the date of the damage or theft, 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 statement from your insurance carrier (and/or your employer or employer's insurance carrier, if applicable) or other reimbursement showing the costs for which you are responsible and any amounts that have been paid toward the claim. Or, if you have no applicable insurance or reimbursement, please provide a notarized statement to that effect.
- A copy of the declaration page from your automobile insurance carrier.

# 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 Cardmembers. To submit your claim and learn more about Visa Auto Rental CDW go to the Visa Auto Rental CDW 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 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 theft or damage.

# 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 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 Cardmember 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 Cardmember.

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 of this Guide to Benefits have been complied with fully.

This benefit is provided to eligible Visa Cardmembers 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, or statement messages. The benefit described in this Guide to Benefits will not apply to Visa Cardmembers 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 Cardmember. It is insured by Indemnity Insurance Company of North America. For general questions regarding this benefit, call the Benefit Administrator at 800-VISA-911. If you are outside the United States, call collect at 0-410-581-9994.

### Roadside Dispatch

### For Roadside Assistance, call 800-Visa-Tow (800-847-2869)

### What is Visa Roadside Dispatch?

Visa Roadside Dispatch is a Pay-Per-Use Roadside Assistance Program expressly for Visa Cardmembers. The program provides you with security and convenience wherever your travels take you.

No Membership Required. No Pre-Enrollment is Required. No Annual Dues. No Limit on Usage.

#### For \$59.95 per service call, the program provides:

- Towing Up to 5 miles included<sup>1</sup>
- Tire Changing must have good, inflated spare
  Jump Starting battery boost
- Lockout Service (no key replacement)
- Fuel Delivery up to 5 gallons (cost of fuel not included)
- Winching<sup>2</sup> (within 100 feet of paved or county maintained road only)

Visa Roadside Dispatch will ask you where you are, what the problem is, and while we remain on the phone we will arrange a dispatch to a reliable tow operator or locksmith to provide help. (If you feel you are in an unsafe location - we will dispatch the police and remain on the phone with you at your request until the police arrive.) Not only will you not have to search for the name of a local tow operator, we may even save you money because our rates are pre-negotiated. All fees are conveniently billed to your Visa Account.

Dependable Roadside Assistance, 24 hours a day, 7 days a week has never been easier. No membership or pre-enrollment is required. Just call us toll free when you need us:

#### 800-Visa-TOW - It's that easy!

- <sup>1</sup> Rates apply to vehicles up to one ton gross vehicle weight only. Customers must pay service provider for mileage over 5 miles. A secondary unit being towed behind is not included but can be accommodated for an additional fee.
- <sup>2</sup> Additional fees may apply for winching services under certain circumstances.

Service providers supplying emergency roadside assistance and towing are independent contractors and are solely liable for their services. Neither Visa nor Barclaycard shall have any responsibility or liability in connection with the rendering of the service. Emergency roadside assistance and towing may not be available in areas not regularly traveled, nor in other "off road" areas not accessible by ordinary towing vehicles. Weather conditions, time of day, and availability of service may affect assistance responses. Expectations for dispatch are set with the customer on every call, and an expected estimated time of arrival is provided to the customer regardless of their location; however, neither Visa nor Barclaycard provides any assurances as to the ability of the Service Provider to meet such estimates. You are responsible for any roadside assistance or towing charges incurred by facilities responding to your request even if you are not with your vehicle or your vehicle is gone upon their arrival. Services provided by United States Auto Club, Motoring Division, Inc. This program may be discontinued at any time without prior notice. Program void where prohibited.

FORM #VCCDW01 (06/08)

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