

# Commerce Bank

## Visa®

### Guide to Benefits

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**Your Guide to Benefit describes the benefit in effect as of 10/1/18.**

Benefit information in this guide replaces any prior benefit information You may have received. Please read and retain for Your records. Your eligibility is determined by Your financial institution.

## Auto Rental Collision Damage Waiver

*No cardholder wants to incur the expense of repairing or replacing a rented car. But accidents do happen, and vehicles do get stolen.*

No matter what happens to Your rental car, You can be covered with Auto Rental Collision Damage Waiver. Auto Rental Collision Damage Waiver reimburses You for damages caused by theft or collision -- up to the Actual Cash Value of most rented cars. Auto Rental Collision Damage Waiver covers no other type of loss. For example, in the event of a collision involving Your rented vehicle, damage to any other driver's car or the injury of anyone or anything is not covered. Rental periods of fifteen (15) consecutive days within Your country of residence, and thirty-one (31) consecutive days outside it, are both covered. (Longer rental periods, however, are *not* covered.)

You are eligible for this benefit if Your name is embossed on an eligible card issued in the United States and You use it to initiate and complete Your entire car rental transaction. Only You as the primary car renter and any additional drivers permitted by the Rental Car Agreement are covered.

### How Auto Rental Collision Damage Waiver works with other insurance

Auto Rental Collision Damage Waiver covers theft, damage, valid loss-of-use charges imposed and substantiated by the auto rental company, administrative fees and reasonable and customary towing charges, due to a covered theft or damage to the nearest qualified repair facility.

If You **do** have personal automobile insurance or other insurance that covers theft or damage, this benefit reimburses You for the deductible portion of Your car insurance or other insurance, along with any unreimbursed portion of administrative and loss-of-use charges imposed by the car rental company, as well as reasonable towing charges while the car was Your responsibility.

If You **do not** have personal automobile insurance or any other insurance, the benefit reimburses You for covered theft, damage, or administrative and loss-of-use charges imposed by the rental company, as well as reasonable towing charges that occur while You are responsible for the vehicle.

If You are renting outside of Your country of residence, the coverage provided under this benefit is primary and

reimburses You for covered theft, damage, or administrative and loss-of-use charges imposed by the rental company, as well as reasonable towing charges that occur while You are responsible for the vehicle.

### How to use Auto Rental Collision Damage Waiver

1. Use Your card to initiate and complete Your entire car rental transaction.
2. Review the auto rental agreement and decline the rental company's collision damage waiver (CDW/LDW) option, or a similar provision, **as accepting this coverage will cancel out Your benefit.** If the rental company insists that You purchase their insurance or collision damage waiver, **call the Benefit Administrator for assistance at 1-800-348-8472. Outside the United States, call collect at 1-804-673-1164.**

### **Before You leave the lot, be sure to check the car for any prior damage.**

This benefit is in effect during the time the rental car is in Your (or an authorized driver's) control, and it terminates when the rental company reassumes control of their vehicle.

This benefit is available in the United States and most foreign countries (**with the exception of Israel, Jamaica, the Republic of Ireland or Northern Ireland**). However, this benefit is not available where precluded by law, or where it's in violation of the territory terms of the auto rental agreement, or when prohibited by individual merchants.

**Because regulations vary outside the United States, check with Your auto rental company and the Benefit Administrator before You travel, to be sure that Auto Rental Collision Damage Waiver will apply.**

### Vehicles *not* covered

Certain vehicles are **not** covered by this benefit, they consist of: expensive, exotic, and antique cars; cargo vans; certain vans; vehicles with an open cargo bed; trucks; motorcycles; mopeds; motorbikes; limousines; and recreational vehicles.

Examples of expensive or exotic cars are the Alfa Romeo, Aston Martin, Bentley, Corvette, Ferrari, Jaguar, Lamborghini, Lotus, Maserati, Maybach, McLaren, Porsche, Rolls Royce, and Tesla. However, selected models of Audi, BMW, Mercedes-Benz, Cadillac, Infiniti, Land Rover, Lexus, Lincoln, and Range Rover are covered.

An antique car is defined as one that is over twenty (20) years old, or one that has not been manufactured for ten (10) years or more.

Vans **are not** covered. But those designed as small-group transportation vehicles (seating up to nine (9) people, including the driver) **are** covered.

**If You have questions about a specific vehicle's coverage or organization where the vehicle is being reserved, call the Benefit Administrator at 1-800-348-8472, or call collect outside the United States at 1-804-673-1164.**

**Related instances & losses *not* covered**

- Any obligation You assume under any agreement (other than the deductible on Your personal auto policy)
- Any violation of the auto rental agreement or this benefit
- Injury of anyone, or damage to anything, inside or outside the Rental Vehicle
- Loss or theft of personal belongings
- Personal liability
- Expenses assumed, waived, or paid by the auto rental company, or its insurer
- The cost of any insurance, or collision damage waiver, offered by or purchased through the auto rental company
- Depreciation of the Rental Vehicle caused by the incident including, but not limited to, "diminished value"
- Expenses reimbursable by Your insurer, employer, or employer's insurance
- Theft or damage due to intentional acts, or due to the driver(s) being under the influence of alcohol, intoxicants, or drugs, or due to contraband, or illegal activities
- Wear and tear, gradual deterioration, or mechanical breakdown
- Items not installed by the original manufacturer
- Damage due to off-road operation of the Rental Vehicle
- Theft or damage due to hostility of any kind (including, but not limited to, war, invasion, rebellion, insurrection, or terrorist activities)
- Confiscation by authorities
- Vehicles that do not meet the definition of covered vehicles
- Rental periods that either exceed, or are intended to exceed, fifteen (15) consecutive days, within Your country of residence, or thirty-one (31) days outside Your country of residence
- Leases and mini leases
- Theft or damage as a result of the authorized driver's and/or cardholder's lack of reasonable care in protecting

the Rental Vehicle before and/or after damage or theft occurs (for example, leaving the car running and unattended)

- Theft or damage reported more than forty-five (45) days\* after the date of the incident
- Theft or damage for which a claim form has not been received within ninety (90) days\* from the date of the incident
- Theft or damage for which all required documentation has not been received within three hundred and sixty-five (365) days after the date of the incident
- Theft or damage from rental transactions that originated in Israel, Jamaica, the Republic of Ireland, or Northern Ireland

**\*Not applicable to residents in certain states**

**Filing a claim**

It is Your responsibility as a cardholder to make every effort to protect Your Rental Vehicle from damage or theft. If You have an accident, or Your Rental Vehicle has been stolen, immediately call the Benefit Administrator at **1-800-348-8472** to report the incident, regardless of whether Your liability has been established. Outside the United States, call collect at **1-804-673-1164**.

You should report the theft or damage as soon as possible but no later **than forty-five (45) days** from the date of the incident.

The Benefit Administrator reserves the right to deny any claim containing charges that would not have been included, if notification occurred before the expenses were incurred. Thus, it's in Your best interest to notify the Benefit Administrator immediately after an incident. Reporting to any other person will not fulfill this obligation.

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

At the time of the theft or damage, or when You return the Rental Vehicle, ask Your car rental company for the following documents:

- A copy of the accident report form
- A copy of the initial and final auto rental agreements (front and back)
- A copy of the repair estimate and itemized repair bill
- Two (2) photographs of the damaged vehicle, if available
- A police report, if obtainable
- A copy of the demand letter which indicates the costs You are responsible for and any amounts that have been paid toward the claim

Submit all of the above documents from the rental company, along with the following documents, to the Benefit Administrator:

- The completed and signed Auto Rental Collision Damage Waiver claim form (Important: This must be postmarked within ninety (90) days\* of the theft or damage date, even if all other required documentation is not yet available – **or Your claim may be denied**).
- A copy of Your monthly billing statement (showing the last 4 digits of the Account number) demonstrating that the entire rental transaction was made on Your eligible Account.
- A statement from Your insurance carrier (and/or Your employer or employer's insurance carrier, if applicable), or other reimbursement showing the costs for which You are responsible, and any amounts that have been paid toward the claim. Or, if You have no applicable insurance or reimbursement, a statement of no insurance or reimbursement is required.
- A copy of Your primary insurance policy's Declarations Page (if applicable) to confirm Your deductible (This means the document(s) in Your insurance policy that lists names, coverages, limits, effective dates, and deductibles).
- Any other documentation required by the Benefit Administrator to substantiate the claim.

Finally, please note that all remaining documents must be postmarked within three hundred and sixty-five (365) days\* of the theft or damage date or **Your claim may be denied**.

**\*Not applicable to residents of certain states.**

**For faster filing, or to learn more about Auto Rental Collision Damage Waiver, visit [www.eclaimsonline.com](http://www.eclaimsonline.com)**

#### **Finalizing Your claim**

Your claim will typically be finalized within 15 (fifteen) days, after the Benefit Administrator has received all the documentation needed to substantiate Your claim.

#### **Transference of claims**

Once Your claim has been paid, all Your rights and remedies against any party in regard to this theft or damage will be transferred to the Benefit Administrator, to the extent of the cost of payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.

#### **Definitions**

**Account** means Your credit or debit card Accounts.

**Actual Cash Value** means the amount a Rental Vehicle is determined to be worth based on its market value, age and condition at the time of loss.

**Eligible Person** means a cardholder who pays for their auto rental by using their eligible Account.

**Rental Car Agreement** means the entire contract an eligible renter receives when renting a Rental Vehicle from a rental car agency which describes in full all of the terms and conditions of the rental, as well as the responsibilities of all parties under the contract.

**Rental Vehicle** means a land motor vehicle with four or more wheels as described in the participating organization's disclosure statement which the eligible renter has rented for the period of time shown on the Rental Car Agreement and does not have a manufacturer's suggested retail price exceeding the amount shown on the participating organization's disclosure statement

**You** or **Your** means an Eligible Person who uses their eligible card to initiate and complete the rental car transaction.

#### **Additional provisions for Auto Rental Collision Damage Waiver**

- Signed or pinned transactions are covered as long as You use Your eligible Account to secure the transaction.
- You shall do all things reasonable to avoid or diminish any loss covered by this benefit. This provision will not be unreasonably applied to avoid claims.
- If You make any claim knowing it to be false or fraudulent in any respect, no coverage shall exist for such claim, and Your benefit may be cancelled. Each cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.
- No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.
- This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions

may be provided via additional Guide to Benefits mailings, statement inserts, statement messages or electronic notification. The benefits described in this Guide to Benefits will not apply to cardholders whose Accounts have been suspended or cancelled.

- Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefits for cardholders, and if they do, they will notify You at least thirty (30) days in advance. Indemnity Insurance Company of North America ("Provider") is the underwriter of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.
- After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of the payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.
- This benefit does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the provision of insurance, including, but not limited to, the payment of claims.

**Claim Snapshot**

You use Your covered Account to secure and complete Your rental car transaction	You are involved in a fender bender with Your Rental Vehicle	<i>45 Days</i> Call the Benefit Administrator to report the accident and receive a claim form	<i>90 Days</i> Claim form must be submitted with supporting documents	Claim Settled
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FORM #ARCDW – 2017 (Stand 04/17)

ARCDW-O

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

**Cellular Telephone Protection**

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

Fortunately, Cellular Telephone Protection is available which provides coverage for damage to, theft of, or involuntary and accidental parting of Your cell phone. An involuntary and accidental parting is the unintended separation from Your cell phone when its location is known, but recovery is impractical to complete. This benefit is available if You are a valid cardholder of an eligible U.S. issued card enrolled in the Cellular Telephone Protection benefit and You charge Your monthly cellular wireless phone bills to Your eligible card for the billing cycle before the month in which the incident occurs. Coverage applies to Your primary cell phone line and up to the first two (2) secondary, additional or supplemental lines. Eligible lines are determined by the order in which the lines were activated by the cellular wireless provider.

**What is covered?**

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

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

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

Once all other insurance has been exhausted, Cellular Telephone Protection will provide coverage up to \$200 per claim with a maximum of two (2) claims and \$400 per twelve (12) month period. If it is determined that Your cell phone requires replacement due to the theft of, damage to or an involuntary or accidental parting of the device, You will receive the replacement value subject to the fifty-dollar (\$50.00) deductible and the benefit maximum. The replacement value is the lesser of Your cellular wireless service provider’s suggested retail value of a similar model replacement cell phone or the actual cost to replace the cell phone.

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

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

#### **When does it apply?**

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

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

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

#### **What is not covered?**

This benefit will not provide reimbursement for the following:

- Cell phone accessories other than standard battery and/or standard antenna provided by the manufacturer
- Cell phones purchased for resale, professional, or commercial use
- Cell phones that are lost or "mysteriously disappear," meaning that the phone vanished in an unexplained manner without evidence of a wrongful act by a person or persons
- Cell phones under the care and control of a common carrier (including, but not limited to, the U.S. Postal Service, airplanes, or delivery service)
- Cell phones stolen from baggage unless hand-carried and under Your personal supervision, or under supervision of Your traveling companion
- Cell phones which have been rented, borrowed or are part of pre-paid or "pay as you go" type plans
- Cosmetic damage to the cell phone or damage that does not impact the cell phone's capabilities and functionalities
- Damage or theft resulting from abuse, intentional acts, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion, or insurrection), confiscation by

the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects

- Damage or theft resulting from misdelivery or voluntary parting with the cell phone
- Taxes, delivery and transportation charges, and any fees associated with the cellular wireless service provider

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

1. Within sixty (60) days of the date of the damage or theft, notify the Benefit Administrator at **1-866-894-8569 or outside the U.S. call collect at 1-303-967-1096**. The Benefit Administrator will ask You some preliminary questions and send You the appropriate claim form. **Please note, if You do not notify the Benefit Administrator within sixty (60) days after the damage or theft, Your claim may be denied.**
2. **Return the completed, signed claim form and the requested documentation below within ninety (90) days of the date of the damage or theft to the address provided by the Benefit Administrator.**

For faster filing, or to learn more about Cellular Telephone Protection, visit [www.cardbenefitservices.com](http://www.cardbenefitservices.com)

#### **Please submit the following documents:**

- The completed signed claim form
- A copy of Your cellular wireless service provider billing statement demonstrating that the entire monthly payment for the cellular wireless phone bill was made the month prior to the date of damage or theft and has been paid with the eligible card.
- If Your cellular wireless service provider's billing statement doesn't show payment with the eligible card, a copy of Your card monthly billing statement that corresponds with the above cellular wireless phone monthly billing statement
- A copy of the device summary page from Your cellular wireless phone bill or other sufficient proof of the claimed cell phone model linked to Your cell phone account [Eligible cell phones include the primary line and up to the first two (2) secondary lines based on the order in which the line was activated by the cellular wireless provider].
- If the claim is due to theft or criminal action, a copy of the police report filed within forty-eight (48) hours of the event
- Based on the details of the claim, the Benefits Administrator may request additional verification including:

- An itemized repair estimate from an authorized cell phone repair facility
- The damaged cell phone, for evaluation of its damage
- An itemized store receipt for the replacement cell phone
- Documentation (if available) of any other claim settlement such as Your cellular wireless provider or manufacturer's insurance settlement (if applicable)
- Any other documentation deemed necessary in the Benefits Administrator's sole discretion, to substantiate Your claim. All claims must be fully substantiated as to the time, place, cause, and purchase price of the cell phone.

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

**How will I be reimbursed?**

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

- a) Up to \$200 after the fifty-dollar (\$50.00) deductible has been applied to the replacement or repair cost; or
- b) The current cellular wireless service provider's suggested retail value of a similar model replacement cell phone, or the actual cost to replace it, whichever is lower (not including taxes, delivery and transportation charges or fees associated with the cellular wireless service provider), less Your fifty-dollar (\$50.00) deductible.
- c) If Your cell phone is repairable, You will receive an amount as determined by the diagnostic to repair the cell phone less Your fifty dollar (\$50.00) deductible.

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

**Definitions**

**Eligible Person** means a cardholder who pays for their monthly cellular wireless phone bill with their eligible card.

**You and Your** means an enrolled Cardholder who has charged their monthly cellular wireless phone bill to their covered card.

**Additional provisions for Cellular Telephone Protection**

- Signed or pinned transactions are covered as long as You use Your eligible account to secure the transaction.

- You shall do all things reasonable to avoid or diminish any loss covered by this benefit. This provision will not be unreasonably applied to avoid claims.
- If You make any claim knowing it to be false or fraudulent in any respect, no coverage shall exist for such claim, and Your benefit may be cancelled. Each cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.
- No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.
- This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, statement messages or electronic notification. The benefits described in this Guide to Benefits will not apply to cardholders whose Accounts have been suspended or cancelled.
- Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefits for cardholders, and if they do, they will notify You at least thirty (30) days in advance. Indemnity Insurance Company of North America ("Provider") is the underwriter of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.
- After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of the payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.
- This benefit does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the provision of insurance, including, but not limited to, the payment of claims.

**Claims Snapshot**

Your personal cell phone is stolen out of Your purse while You are out at a restaurant	<b>48 Days File a police report</b>	60 Days Benefits Administrator must be notified of the incident	90 Days Claim form must be submitted with supporting documents	Claim Settled
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FORM #CELLPHONE – 2017 (04/17)

CP-O

**For more information about the benefit described in this guide, call the Benefit Administrator at 1-866-894-8569 or call collect outside the U.S. at 1-303-967-1096.**

**Roadside Dispatch®**

**For roadside assistance, call 1-800-847-2869**

**What is Roadside Dispatch?**

Roadside Dispatch is a pay-per-use roadside assistance program. The program provides you with security and convenience wherever your travels take you.

*No membership or pre-enrollment is required. No annual dues. No limit on usage.*

**For a set price per service call, the program provides:**

- Standard Towing – Up to 5 miles included<sup>1</sup>
- Tire Changing – must have good, inflated spare
- Jump Starting
- Lockout Service (no key replacement)
- Fuel Delivery – up to 5 gallons (plus the cost of fuel)
- Standard Winching

Roadside Dispatch will ask you where you are, what the problem is, and while they remain on the phone with you, they will arrange a dispatch to a reliable tow operator or locksmith to provide help. (If you feel you are in an unsafe location – Roadside Dispatch will advise you to hang up and dial 911. If you are not able to dial 911, they will call the non-emergency police number in your area, and will remain on the phone with you at your request until the police arrive.) You have the convenience of one toll-free phone number and you may save money because their rates are pre-negotiated.

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.

**1-800-847-2869 ~ it's that easy!**

**Note:** 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. Standard Winching applies within 100 feet of paved or county maintained road only. Current fee for a standard service call is \$69.95. Additional fees may apply for winching services under certain circumstances. Service call fees are subject to change at any time; however callers will be notified of pricing prior to any service dispatch. This program may be discontinued at any time without prior notice. Program void where prohibited.

<sup>1</sup> Any vehicle with wheels is covered under the program as long as it can be classified as 'Light Duty'. 'Light Duty' vehicles are vehicles that weigh 10,000 lbs. or less. Vehicles weighing more than 10,000 lbs. are considered 'Medium Duty' or 'Heavy Duty' and are NOT covered under this program.

**Additional Terms:** Service providers supplying emergency roadside assistance and towing are independent contractors and are solely liable for their services. Neither Visa nor Commerce Bank 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 Commerce Bank 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.