

# Auto Rental Collision Damage Waiver

For TruMark Financial Business Cash Back Visa® cardholders

Your Guide to Benefit describes the benefit in effect as of 5/9/22. 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 TruMark Financial Credit Union.

## 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 thirty-one (31) consecutive days are 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 or if You are authorized by Your company to rent an eligible vehicle using the company's eligible Account, as long the rental is purchased entirely with the Account. Only You, as the primary renter of the vehicle, 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 the Rental Vehicle is for commercial and/or business purposes, Auto Rental Collision Damage Waiver benefit acts as primary coverage, and You may be reimbursed for up to the actual cash value of the vehicle.

If the Rental Vehicle is for personal reasons, this benefit is secondary coverage, supplemental to Your personal automobile insurance, meaning You may only be reimbursed for the amount of Your personal insurance deductible or other charges, including valid administrative and loss-of-use charges not covered under Your personal insurance policy. If You are renting outside Your country of residence, or if You do not have automobile insurance, Auto Rental Collision Damage Waiver acts as primary coverage.

#### 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 thirty-one (31) consecutive days
- Leases and mini leases
- Theft or damage as a result of the authorized driver’s and/or cardholder’s lack of reasonable care in protecting the Rental Vehicle before and/or after the damage or theft occurs (for example, leaving the car running and unattended)
- Theft or damage reported more than forty-five (45) days\* after the date of the incident
- Theft or damage for which a claim form has not been received within ninety (90) days\* from the date of the incident
- Theft or damage for which all required documentation has not been received within three hundred and sixty-five (365) days after the date of the incident
- Theft or damage from rental transactions that originated in Israel, Jamaica, the Republic of Ireland, or Northern Ireland
- Losses caused by or resulting from a Cyber Incident

\*Not applicable to residents in certain states

### Filing a claim

It is Your responsibility as a cardholder to make every effort to protect Your Rental Vehicle from damage or theft. If You have an accident, or Your Rental Vehicle has been stolen, immediately call the Benefit Administrator at 1-800-348-8472 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 four [4] digits of the Account number) demonstrating that the entire rental transaction was made on Your eligible Account.
- If the rental was for personal use, 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.
- If the rental was for personal use, 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.eclaimsline.com](http://www.eclaimsline.com)

### Finalizing Your claim

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

## Transference of claims

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

## Definitions

*Account* means Your 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.

*Computer Programs* means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

*Cyber Incident* means any of the following acts:

- (a) unauthorized access to or use of Your Digital Data or Rental Vehicle;
- (b) alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, deletion, erasure, loss of use or destruction of Your Digital Data or Rental Vehicle;
- (c) transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against Your Digital Data or Rental Vehicle;
- (d) restriction or inhibition of access to or directed against Your Digital Data or Rental Vehicle;
- (e) computer errors, including human operating error or omission; power failure, surge, or diminution of electronic systems; or mistakes in legitimate electronic code or damage from code installed on a Rental Vehicle during the manufacturing process, upgrade process, or normal maintenance

*Digital Data* means information, concepts, knowledge, facts, images, sounds, instructions, or Computer Programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. Digital Data shall include the capacity of a Rental Vehicle to store information, process information, and transmit information over the Internet.

*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.

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

Computer Programs means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

Cyber Incident means any of the following acts:

- (f) unauthorized access to or use of Your Digital Data or a Rental Vehicle or a Covered Purchase;
- (g) alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, deletion, erasure, loss of use or destruction of Your Digital Data or a Rental Vehicle or a Covered Purchase;
- (h) transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against Your Digital Data or a Rental Vehicle or a Covered Purchase;
- (i) restriction or inhibition of access to or directed against Your Digital Data or a Rental Vehicle or a Covered Purchase;
- (j) computer errors, including human operating error or omission; power failure, surge, or diminution of electronic systems; or mistakes in legitimate electronic code or damage from code installed on a Rental Vehicle or a Covered Purchase during the manufacturing process, upgrade process, or normal maintenance.

Digital Data means information, concepts, knowledge, facts, images, sounds, instructions, or Computer Programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. Digital Data shall include the capacity of a Rental Vehicle or a Covered Purchase to store information, process information, and transmit information over the Internet.

**General Provisions:** Applies to ALL Benefits except for Travel and Emergency Assistance Services:

- 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 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.