

# Auto Rental Collision Damage Waiver

## What is this benefit?

Subject to the terms and conditions provided in this Guide to Benefit, the Visa Auto Rental Collision Damage Waiver benefit ("Auto Rental CDW") provides 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 theft or damage 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 cardholder whose name is embossed on an eligible U.S.-issued Visa card. Only you as the primary renter of the vehicle and any additional drivers permitted by the auto rental agreement are covered.

## What is covered?

Subject to the terms and conditions in this Guide to Benefit, if you do not have personal automobile insurance or any other insurance covering this theft or damage, this benefit reimburses you for the covered theft or damage as well as valid administrative and loss-of-use charges imposed by the auto rental company and reasonable towing charges that occur while you are responsible for the rental vehicle. If you have personal automobile insurance or other insurance covering this theft or damage, the Visa Auto Rental CDW benefit reimburses you for the deductible portion of your personal automobile insurance, and any unreimbursed portion of valid administrative and loss-of-use charges imposed by the rental car company, as well as reasonable towing charges resulting from covered theft or damage of the rental vehicle while it is your responsibility. 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 Benefit, Visa Auto Rental CDW applies to eligible theft or damage or expenses that are not covered by insurance or reimbursement.**

## The benefit covers:

- 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 covered theft or damage 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.

## 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 1-800-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 303-967-1096. The Benefit Administrator will answer any questions you or the auto rental company 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 incident. You must make every reasonable effort to protect the rental vehicle from theft or damage.

## 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 auto rental company 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 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) consecutive 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 theft or damage occurs (for example, leaving the vehicle running and unattended).
- Theft or damage reported more than forty-five (45) days\* from 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 from the date of the incident.
- Theft or damage from rental transactions that originated in Israel, Jamaica, the Republic of Ireland, or Northern Ireland.

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

Call the Benefit Administrator at 1-800-VISA-911 for help. If you are outside the United States, call collect at 303-967-1096.

\* Not applicable to residents of certain states.

(Continued on next page)

## Auto Rental Collision Damage Waiver (Cont.)

### 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 an authorized driver 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 theft or damage reimbursable by your own insurer, employer, employer's insurance, or any other valid and collectible reimbursement; however, it will pay for the outstanding deductible portion or other charges, including valid administration and loss-of-use charges not covered by your applicable automobile insurance policy. Outside your country of residence or if you do not have automobile insurance, you do not have to claim payment from any other source of insurance before receiving the benefit.

### 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 including the driver and which is used exclusively to transport people.

If you have any questions regarding a specific vehicle, call the Benefit Administrator at **1-800-VISA-911**. If you are outside the United States, call collect at 303-967-1096.

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

At the time of the theft or damage, 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 and itemized repair bill.
- Two (2) photographs of the damaged vehicle, if available.
- A police report, if obtainable.

### How do I file a claim?

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

Submit 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 theft or damage, even if all other required documentation is not yet available, or your claim may be denied.**
- A copy of your receipt or monthly billing statement as proof that the entire vehicle rental was charged and paid for with your eligible Visa card.
- A 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 notarized statement of no insurance or reimbursement is required.
- A copy of the declaration page from your automobile insurance carrier.

The following documents must be obtained from the auto rental company and provided to the Benefit Administrator:

- A copy of the accident report form.
- 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.
- Any other documentation deemed necessary by the Benefit Administrator to substantiate the claim.

For faster filing, or to learn more about Visa Auto Rental CDW, go to [www.visa.com/eclaims](http://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 three hundred and sixty-five (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 finalized within fifteen (15) days after the Visa Auto Rental CDW Benefit Administrator has received all documentation necessary to fully substantiate your claim.

However, if 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 theft or damage. This provision will not be unreasonably applied to avoid claims.

If you make any claim knowing it to be false or fraudulent in any respect including, but not limited to, the cost of repair services, no coverage shall exist for such claim and your benefits may be canceled. Each cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact. Once you report an occurrence, a claim file will be opened and shall remain open for six (6) months from the date of the incident/occurrence. 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 the incident/occurrence. 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 Benefit have been complied with fully.

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

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

For general questions regarding this benefit, call the Benefit Administrator at 1-800-VISA-911. If you are outside the United States, call collect at 303-967-1096.

FORM #VARCDW - 2010 (Stand 04/11)