

# Guide to Benefits for MasterCard® Cardholders

## MasterRental Coverage



### Evidence of Coverage

Pursuant to the below terms and conditions, when you rent a **vehicle** for fifteen (15) consecutive days or less with your **covered card**, you are eligible for benefits under this coverage.

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of you, your, we, us, our, and words that appear in bold and Final Legal Disclosures CC-FLD (9.08).

### A. To get coverage:

You must initiate and then pay for the entire **rental agreement** (tax, gasoline, and airport fees are not considered rental charges) with your **covered card** and/or the accumulated points from your **covered card** at the time the **vehicle** is returned. If a rental company promotion/discount of any kind is initially applied toward payment of the rental **vehicle**, at least one (1) full day of rental must be billed to your **covered card**.

You must decline the optional collision/damage waiver (or similar coverage) offered by the rental company.

You must rent the **vehicle** in your own name and sign the **rental agreement**.

Your **rental agreement** must be for a rental period of no more than fifteen (15) consecutive days. Rental periods that exceed or are intended to exceed fifteen (15) consecutive days are not covered.

The rented **vehicle** must have a **MSRP** that does not exceed \$50,000 **USD**.

### B. The kind of coverage you receive:

We will pay for the following on a secondary basis:

- Physical damage and theft of the **vehicle**, not to exceed the limits outlined below.
- Reasonable loss of use charges imposed by the **vehicle** rental company for the period of time the rental **vehicle** is out of service. Loss of use charges must be substantiated by a location and class specific fleet utilization log.
- Towing charges to the nearest collision repair facility.

This coverage is not all-inclusive, which means it does not cover such things as personal injury, personal liability, or personal property. It does not cover you for any damages to other **vehicles** or property. It does not cover you for any injury to any party.

### C. Coordination of Benefits:

When MasterRental is provided on a secondary basis and a covered loss has occurred the order in which benefits are determined is as follows:

1. You or an **authorized driver's** primary auto insurance;
2. Collision/damage waiver provided to you by the rental agency
3. Any other collectible insurance;
4. The coverage provided under this **EOC**.

If you or an **authorized driver's** primary auto insurance or other coverage has made payments for a covered loss, we will cover your deductible and any other eligible amounts, described in Section B, not covered by the other insurance.

Note: In certain parts of the United States and Canada losses to rental **vehicles** that are covered by your personal **vehicle** insurance policy liability section may not be subject to a deductible, which means that you may not receive any benefits from this program. Contact your insurance provider for full coverage details pertaining to your personal **vehicle** liability insurance policy (or similar coverage).

If you have no other insurance or your insurance does not cover you in territories or countries outside of the United States, coverage is considered primary coverage.

### D. Who is covered:

The **covered card cardholder** and those designated in the **rental agreement** as **authorized drivers**.

### E. Excluded rental vehicles:

- All trucks, pickups, full-size vans mounted on truck chassis (including, but not limited to, Ford EconoVan), cargo vans, campers, off-road **vehicles**, and other recreational **vehicles**.
- All sport utility trucks. These are **vehicles** that have been or can be converted to an open, flat bed truck (including, but not limited to, Chevy Avalanche, GMC Envoy, and Cadillac Escalade EXT).
- Trailers, motorbikes, motorcycles, and any other **vehicle** having fewer than four (4) wheels.
- Antique **vehicles (vehicles)** that are more than twenty (20) years old or have not been manufactured for at least ten (10) years), or limousines.
- Any rental **vehicle** that has a **MSRP** that exceeds \$50,000 **USD**.

### F. Where you are covered:

Coverage is available worldwide except in the following countries: Republic of Ireland, Northern Ireland, Israel, Jamaica. Coverage is not available in countries where:

- This **EOC** is prohibited by that country's law; or
- The terms of the **EOC** are in conflict with the laws of that country.

### G. Coverage limitations:

We will pay the lesser of the following:

- a) The actual repair amount;
- b) Wholesale market value less salvage and depreciation;

c) The rental agencies purchase invoice less salvage and depreciation; or

d) \$50,000 **USD**

In addition, coverage is limited to \$500 per incident for reasonable loss of use charges imposed by the **vehicle** rental company for the period of time the rental **vehicle** is out of service.

We will not pay for or duplicate the collision/damage waiver coverage offered by the rental agency.

### H. What is NOT covered:

- Any personal item **stolen** from the interior or exterior of rental **vehicles**.
- **Vehicle** keys or portable Global Positioning Systems (GPS).
- **Vehicles** not rented by the **cardholder** or **authorized user** on the **covered card**.
- Any person not designated in the **rental agreement** as an **authorized driver**.
- Any obligations you assume other than what is specifically covered under the **rental agreement** or your primary **vehicle** insurance or other indemnity policy.
- Any violation of the written terms and conditions of the **rental agreement**.
- Any loss that occurs while driving under the influence of drugs or alcohol;
- Any loss associated with racing or reckless driving.
- Losses involving the theft of the rental **vehicle** when you or an **authorized driver** cannot produce the keys to the rental **vehicle** at the time of reporting the incident to the police and/or rental agency, as a result of negligence.
- Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.
- Subsequent damages resulting from a failure to protect the rental **vehicle** from further damage.
- Blowouts or tire/rim damage that is not caused by theft or vandalism or is not a result of a **vehicle** collision causing tire or rim damage.
- Rental **vehicles** where collision/damage waiver coverage (or similar coverage) was accepted/purchased by you.
- Any damage that is of an intentional or non-accidental nature, caused by you or an **authorized driver** of the rental **vehicle**.
- Depreciation, diminishment of value, administrative, storage, or other fees charged by the **vehicle** rental company.
- **Vehicles** with a **rental agreement** that exceeds or is intended to exceed a rental period of fifteen (15) consecutive days from a rental agency.
- Losses resulting from any kind of illegal activity.
- Damage sustained on any surface, other than a bound surface such as concrete or tarmac.
- Damage sustained on any road not regularly maintained by a municipal, state, or federal entity.
- Losses as a result of war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Any loss involving the rental **vehicle** being used for hire, for commercial use, or as a public or livery conveyance.
- Theft of, or damage to, unlocked or unsecured **vehicles**.
- Value-added tax, or similar tax, unless reimbursement of such tax is required by law.
- **Vehicles** rented in Republic of Ireland, Northern Ireland, Israel, Jamaica.
- Interest or conversion fees that are charged to you on the **covered card** by the financial institution.

### I. How to file a claim:

- Call **1-800-MC-ASSIST** to request a claim form. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- **You may choose to assign your benefits under this insurance program to the rental agency from which you rented your vehicle. Please contact us or our administrator for further details.**
- Submit the following documentation within one hundred and eighty (180) days of the incident or the claim will not be honored:
  - Completed and signed claim form.
  - Receipt showing the **vehicle** rental.
  - Statement showing the **vehicle** rental.
  - The **rental agreement** (front and back).
  - Copy of Your valid driver's license (front and back).
  - Copy of the declarations page of any primary **vehicle** insurance and other valid insurance or coverage.
  - Police report when the **vehicle** is **stolen**, vandalized (regardless of the damage), or involved in a collision that requires the **vehicle** to be towed, in a multi-vehicle collision, or the **vehicle** is not drivable.
  - Itemized repair estimate from a factory authorized collision repair facility.
  - Copy of the **vehicle** rental company promotion/discount, if applicable.
  - Copy of the **vehicle** rental location class specific fleet utilization log, if loss of use charges are being claimed. You must secure this log from the rental agency.
  - Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

MR-CC-EOC (9.08)



# Guide to Benefits for MasterCard® Cardholders

## Final Legal Disclosure & Key Terms



### Final Legal Disclosure

This Final Legal Disclosure is not, by itself, a policy or contract of insurance or other contract.

Benefits are purchased and provided free to you, but non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

MasterRental coverage is provided under a Group Policy of insurance issued by Virginia Surety Company, Inc. This Final Legal Disclosure is intended as a summary of benefits provided to you. The attached Key Terms and **EOC** and all the information about the insurance benefits listed in this Final Legal Disclosure is governed by the conditions, limitations, and exclusions of the Group Policy.

**Privacy Notice:** As the insurer of the **covered card** coverage described herein, Virginia Surety Company, Inc. ("VSC") collects personal information about you from the following sources: Information the insurer gathers from you, from your request for insurance coverage or other forms you furnish to the insurer, such as your name, address, telephone number, and information about your transactions with the insurer such as claims made and benefits paid. The insurer may disclose all information it collects, as described above, to companies that perform administrative or other services on our behalf solely in connection with the insurance coverage you have received. The insurer does not disclose any personal information about former insureds to anyone, except as required by law. The insurer restricts access to personal information about you to those employees who need to know that information in order to provide coverage to you. The insurer maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information. Should you have any questions about the insurance procedures or the information contained within your file, please contact the insurer by writing to:

**Compliance Department**  
**Virginia Surety Company, Inc.**  
**175 West Jackson Blvd., Chicago, IL 60604**

**Effective date of benefits:** Effective January 1, 2011, this Final Legal Disclosure replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at anytime. Notice will be provided for any changes.

**Cancellation:** The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all **cardholders**. If the Policyholder does cancel these benefits, you will be notified at least sixty (60) days in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

**Benefits to you:** These benefits apply only to the **cardholder** whose cards are issued by U.S. financial institutions. The United States is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the **cardholder** shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

**Transfer of rights or benefits:** No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim **administrator** for these benefits.

**Misrepresentation and Fraud:** Benefits shall be void if the **cardholder** has concealed or misrepresented any material facts concerning this coverage.

**Dispute Resolution—Arbitration:** This **EOC** requires binding arbitration if there is an unresolved dispute between You and VSC concerning this **EOC** (including the cost of, lack of or actual repair or replacement arising from a loss or breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this **EOC** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or VSC must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. You and VSC will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and VSC. Unless otherwise agreed to by You and VSC, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this **EOC**. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this **EOC** and all transactions contemplated by this **EOC**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **EOC**.

**Due Diligence:** All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

**Subrogation:** If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or **cardholder** who receives payment under these benefits must transfer to the insurance company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from the **cardholder**.

**Salvage:** If an item is not repairable, the claim **administrator** may request that the **cardholder** or gift recipient send the item to the **administrator** for salvage at the **cardholder's** or gift recipient's expense. Failure to remit the requested item for salvage to the claim **administrator** may result in denial of the claim.

**Other Insurance:** Coverage is secondary to any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

Benefits listed in this Final Legal Disclosure are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt and/or possession of this Final Legal Disclosure does not guarantee coverage or coverage availability.

**CC-FLD (9.08)**

### Key Terms

The following Key Terms apply to the following benefits: MasterRental.

Throughout this document, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to Virginia Surety Company, Inc.

**Administrator** means Xchanging, you may contact the **administrator** if you have questions regarding this coverage or would like to make a claim. The **administrator** can be reached by phone at **1-800-MC-ASSIST**.

**Authorized driver(s)** means a driver with a valid driver's license issued from their state of resident and indicated on the **rental agreement**.

**Authorized User** means an individual who is authorized to make purchases on the **covered card** by the **cardholder** and is recorded by the Participating Organization on its records as being an **authorized user**.

**Cardholder** means the person who has been issued an account by the Participating Organization for the **covered card**.

**Covered card** means the MasterCard® card.

**Evidence of Coverage (EOC)** means the document describing the terms, conditions, and exclusions. The **EOC**, Key Terms, and Final Legal Disclosures are the entire agreement between You and Us. Representations or promises made by anyone that are not contained in the **EOC**, Key Terms, or Final Legal Disclosures are not a part of your coverage.

**Manufacturer suggested retail price (MSRP)** means the purchase price of the **vehicle** or the value of the **vehicle** based on the National Automobile Dealers Association Web site at [www.nada.com](http://www.nada.com) or similar source.

**Rental agreement** means the entire agreement or contract that you receive when renting a **vehicle** from a **vehicle** rental agency that describes in full all of the terms and conditions of the rental, as well as the responsibility of all parties under the **rental agreement**.

**United States Dollars (USD)** means the currency of the United States of America.

**Vehicle** means a land motor **vehicle** with four wheels that is designed for use on public roads and intended for use on a bound surface such as concrete and tarmac. This includes minivans and sport utility **vehicles** that are designed to accommodate less than nine (9) passengers.

**KT-CC-EOC (9.08)**

