# Tri Counties Bank Visa® Purchasing Credit Card Your Guide to Protection Benefits



Your Guide to Benefits describes the benefits updated as of 8/1/2021. Benefit information in this guide replaces any prior benefit information you may have received. Please read and retain for your records.



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For more information about the benefits described in this guide, call the Benefit Administrator at 1-800-VISA-911 (1-800-847-2911), or call collect outside the U.S. at 303-967-1096. For questions about your account, balance, or rewards points please call Customer Service at 1-800-922-8742.

# **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 prenegotiated.

Dependable roadside assistance, 24 hours a day, 7 days a week has never been easier. No membership or preenrollment is required. Just call Roadside Dispatch toll-free when you need them.

#### 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 Tri Counties 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 Tri Counties 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. 24-hour roadside assistance services provided by: Cross Country Motor Club, Inc. d/b/a Agero, a Massachusetts corporation, and Cross Country Motor Club of California, Inc. a California corporation.

# **Travel and Emergency Assistance Services Benefit Information**

### What is this benefit?

This benefit offers services designed to help you in case of an emergency while traveling. The Benefit Administrator can connect you with the appropriate local emergency and assistance resources available when you are away from home, 24 hours a day, 365 days a year. (Please keep in mind that, due to occasional issues such as distance, location, or time, neither the Benefit Administrator nor its service providers can be responsible for the availability, use, cost, or results of any medical, legal, transportation, or other services.)

#### Who is eligible for this benefit?

You are eligible if you are a valid cardholder of an eligible Visa Commercial card issued in the United States. Your immediate family members and business associates may all benefit from these special services.

#### How do I use these services when I need them?

Simply call the toll-free, 24-hour Benefit Administrator line at 1-800-VISA-911. If you are outside the United States, call collect at 303-967-1096.

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

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

**Please Note:** 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 how can they help me?

- Emergency Message Service can record and relay emergency messages for travelers, their immediate family members, or business associates. Please Note: The Benefit Administrator 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 successfully.
- Medical Referral Assistance provides medical referral, monitoring, and follow-up. The Benefit Administrator can give you names of local 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. Please Note: All costs are your responsibility.
- Legal Referral Assistance can arrange contact with English-speaking attorneys and U.S. embassies and 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 through a transfer of funds from your Visa or personal account. The Benefit Administrator can also follow up to make sure bail has been properly handled. Please 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 includes arranging to bring your business associates home and helping you stay in contact with family members or employers during the emergency. In the case of a death, the Benefit Administrator can make arrangements to repatriate the remains. **Please Note:** All costs are your responsibility.
- Emergency Ticket Replacement helps you through your carrier's lost ticket reimbursement process and assists in the delivery of a replacement ticket to you should you lose your ticket. Please 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. Please Note: 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. Please Note: All costs are your responsibility.

- Prescription Assistance and Valuable Document Delivery Arrangements can help you fill or replace prescriptions, subject to local laws, and can arrange pickup and delivery of prescriptions filled for you at local pharmacies. It can also help transport critical documents that you may have left at your business or elsewhere. Please Note: All costs are your responsibility.
- **Pre-Trip Assistance** can give you information on your destination before you leave—such as ATM locations, currency exchange rates, weather reports, health precautions, necessary 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 Commercial cardholders 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.

## Auto Rental Collision Damage Waiver Benefit Information

#### What is the Auto Rental Collision Damage Waiver ("Auto Rental CDW") benefit?

The Auto Rental CDW benefit offers coverage for automobile rentals made with your Visa Commercial card. The benefit provides reimbursement (subject to the terms and conditions) for damage due to collision or theft up to the actual cash value of most rental vehicles.

#### Who is eligible for this benefit?

You are eligible if your name is embossed on an eligible Visa Commercial card issued in the United States or if you are authorized by your company to rent an eligible vehicle using the company's eligible Visa account, as long the rental is purchased entirely with the Visa account ("Authorized User"). Only you, as the primary renter of the vehicle, and any additional drivers permitted by the auto rental agreement are covered.

#### What losses are covered?

Covered losses are those due to theft or collision that occurs while the rental vehicle is in the control of the person authorized by the rental agreement to operate the vehicle. Coverage ends when the auto rental company re-assumes control of the vehicle.

Covered losses include:

- Physical damage and/or theft of the covered rental vehicle
- Valid loss-of-use charges from the auto rental company
- Reasonable and customary charges to tow the vehicle to the nearest qualified repair facility

**Please Note:** This benefit only covers vehicle rental periods that do not exceed or are not intended to exceed thirty-one (31) consecutive days.

#### How does this coverage work with other insurance?

If the vehicle rental is for commercial and/or business purposes, your Auto Rental CDW benefit acts as primary coverage, and you may be reimbursed for up to the actual cash value of the vehicle.

If the vehicle rental 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.

#### What types of rental vehicles are <u>not</u> covered?

Though most private passenger automobiles, minivans, and sport utility vehicles are eligible for coverage, the following vehicles are <u>not</u> covered: expensive, exotic, and antique automobiles; cargo vans; 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 include: 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.
- Vans are not covered, with the exception of those manufactured and designed specifically as small group transportation vehicles (for a maximum of nine (9) people, including the driver).

# For questions about a specific vehicle, call the Benefit Administrator at 1-800-VISA-911. Outside the United States, call collect at 303-967-1096.

#### What else is <u>not</u> covered?

- Any obligations you assume under an agreement with another party that relates to the auto rental (e.g., agreements with your employer, the auto rental company, your personal insurance carrier, etc.)
- 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
- Expenses reimbursable by your insurer, employer, or employer's insurance
- Depreciation of the rental vehicle caused by the incident including, but not limited to, "diminished value"
- 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 damage occurs (for example, leaving the vehicle running while 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

#### Where am I covered?

This benefit is available in the United States and most foreign countries. However, no benefit is provided for motor vehicles rented in Israel, Jamaica, the Republic of Ireland, or Northern Ireland. Coverage is also unavailable where prohibited by law, by individual merchants or when you are in violation of the territory terms of the auto rental agreement. Because regulations vary outside the United States, it is recommended you check with your auto rental company and the Benefit Administrator before you travel to make sure Auto Rental CDW will apply.

#### How do I make sure my Auto Rental CDW benefit is in effect?

To be sure you are covered, take the following steps when you rent a vehicle:

- 1. Initiate and complete the entire rental transaction with your eligible Visa Commercial card.
- 2. Decline the auto rental company's collision damage waiver (CDW/LDW) option or similar provision if offered to you.

#### Helpful tips:

- Be sure to check the rental vehicle for prior damage before leaving the rental lot.
- Review the vehicle rental agreement carefully to make sure you have declined the rental company's CDW/LDW option and are familiar with the terms and conditions of the agreement.

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

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

### Filing an Auto Rental CDW Claim

#### 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 send you a claim form.

#### When should I report an incident?

You should report 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 that contains charges that would not have been included had the Benefit Administrator been notified before those expenses were incurred, so you are advised to notify the Benefit Administrator immediately after any incident.

**Please Note:** As the cardholder, you are responsible for reporting your claim to the Benefit Administrator immediately. Reporting an incident to any other party will not fulfill this obligation.

#### For faster filing, or to learn more about Auto Rental CDW, visit **www.eclaimsline.com**

What do I need from the auto rental company in order to file a 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

#### What other documents do I submit to the Benefit Administrator?

• The completed and signed Auto Rental CDW claim form. *Please Note: Your completed claim form must be postmarked within ninety (90) days\* of the date of 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 Commercial card.
- A written confirmation from your employer that the rental was for business purposes.
- If the rental was for personal reasons, enclose a statement from your insurance carrier showing the costs for which you are responsible and any amounts that have been paid toward the claim. If you have no applicable insurance or reimbursement, a notarized statement of no insurance or reimbursement is required.
- A copy of the Declarations Page from your primary automobile insurance carrier if the rental was for personal reasons. "Declarations Page" means the document(s) in your insurance policy that lists names, coverages, limits, effective dates and deductibles.
- Any other documentation requested by the Benefit Administrator to substantiate the claim.

**Please Note:** All remaining documents must be postmarked within three hundred and sixty-five (365) days of the date of theft or damage. If you have difficulty obtaining the required documents within ninety (90) days\* of the date of theft or damage, submit the claim form with available documentation.

#### Do I have to do anything else?

Usually there is nothing else you need to do. Typically, claims are finalized within fifteen (15) days after the Auto Rental CDW Benefit Administrator has received all documentation necessary to substantiate your claim.

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 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 Authorized User and/or 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 the Provider until sixty (60) days after the Provider receives 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 the Provider unless all the terms in this Guide to Benefits have been complied with fully.

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

Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefit, and if they do, they will notify you at least thirty (30) days in advance. This information is a description of the benefit provided to you as a Visa Commercial cardholder. Indemnity Insurance Company of North America ("Provider") is the underwriter of this benefit and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.