

Transference of Claims

After the Provider has paid Your claim of loss, all Your rights and remedies against any party in respect of this loss or damage will be transferred to the Provider to the extent of the cost of the Provider's payment to You. The Provider shall be entitled at its own expense to sue in Your name. You shall give the Provider all assistance as the Provider may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Provider to bring suit in Your name.

Program Provisions

You shall use due diligence and do all things reasonable to avoid or diminish any loss to property protected by this Program. The Provider will not unreasonably apply this provision to avoid claims. If You make any claim knowing it to be false or fraudulent in any respect, You shall no longer be entitled to the benefits of this protection, nor to the payment of any claim made under the policy.

Until 60 days after You have provided proof of loss, no action at law or in equity may be brought to recover on this coverage. After the expiration of 3 years from the time written proof of loss was to be provided, no action shall be brought to recover on this coverage. This coverage is subject to the terms and conditions outlined and includes certain restrictions, limitations, and exclusions. This Program Description is not a policy of insurance. In the event of any conflict between this description of coverage and the policy, the policy will govern. The policy is on file at the offices of Visa U.S.A.

Lost Luggage is a service provided to Eligible Persons using a Bank of America Visa and MasterCard Corporate and Corporate Travel credit or charge card account in accordance with the policy underwritten by Indemnity Insurance Company of North America (herein referred to as "Provider"). This service is provided at no additional cost. We can cancel or non-renew the insurance coverages, and if we do, we will notify You at least 60 days in advance. If the insurer non-renews or cancels any coverages, You will be notified within 60-120 days before the expiration of the policy. In the event substantially similar coverage takes effect without interruption, no such notice is necessary.

Description of Coverage

WORLDWIDE LOST LUGGAGE INSURANCE

Up To \$3,000

Provided For:

Bank of America
Visa® and MasterCard®
Corporate and Corporate Travel Credit or
Charge Card Accounts

This Description of Coverage replaces any and all Descriptions of Coverage previously issued to the insured with respect to insurance described herein.

How do I benefit from Lost Luggage Insurance?

When You pay for the cost of Common Carrier tickets with Your Bank of America Visa or MasterCard Corporate or Corporate Travel credit or charge card account, You will be eligible to receive reimbursement for Your Checked or carry-on luggage and its contents for the difference between the “value of the amount claimed” and the Common Carrier’s payment, up to \$3,000 (in New York, coverage is limited to \$2,000 per bag), provided the luggage was lost due to theft or misdirection by the carrier. The “value of the amount claimed” is based on the lesser of the actual purchase price of the item(s), the actual cash value of the item(s) at the time of loss with deduction for depreciation or the cost to replace the item(s). The Eligible Person must take all reasonable means to protect, save and/or recover any carry-on property at all times.

What items are not covered?

This benefit does not cover:

- Automobiles, accessories and/or equipment; motorcycles, motors; bicycles (except when checked with the Common Carrier), boats or other vehicles or conveyances.
- Contact lenses, eyeglasses, sunglasses, hearing aids; artificial teeth, dental bridges or prosthetic limbs
- Money, securities, credit cards, checks, traveler’s checks;
- Tickets, documents (travel or otherwise), keys, coins, deeds, bullion, stamps, perishables, consumables, perfume, rugs and carpets; animals; cameras; sporting equipment or household furniture
- Property shipped as freight or shipped prior to trip departure date;
- Items specifically identified or described in and insured under any other insurance policy;
- Losses arising from confiscation or expropriation by any government or public authority or detention by customs or other officials;
- Losses arising from war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, insurrection, military or usurped power;
- Business Items; cellular telephones; art objects.

Definitions

Common Carrier means any land, water or air conveyance operated under a license for the transportation of passengers for hire.

Checked Luggage means suitcases or other containers specifically designed for carrying personal belongings, for which a claim check has been issued to You by a Common Carrier.

Business Items means items that are used in the purchase, sale, production, promotion, or distribution of goods or services (including but not limited to manuals, computers and their accessories, software, data, facsimile, samples, collateral materials, etc.)

Eligible Person means (i) each individual in whose name a Bank of America Visa or MasterCard Corporate or Corporate Travel account is established, whether the account is one in which a plastic card is issued or a cardless account, who pays for the specific occasions insured by using such account; and (ii) each individual whose specific occasion insured is paid for by use of a Bank of America Visa or MasterCard Corporate or Corporate Travel credit or charge card account established for an organization, not in an individual’s name, and used by the organization’s vendors to pay for the transactions of multiple persons, whether the account is one in which a plastic card is issued or a cardless account, often referred to as a “ghost” account.

You and Your means an Eligible Person (as defined above) or Your Immediate Family Members who charged their trip to Your Bank of America Visa or MasterCard Corporate or Corporate Travel account. Consult Your organization’s policy for authorized account use.

Immediate Family Member means Your spouse or legal dependent children under age 18 (25 if enrolled as a full-time student at an accredited institution).

What do I do if I have a loss?

If You Have a Loss, Immediately Call the Program Administrator at 1-800-757-1274 or 1-804-673-6496 collect. Notification must be made within 20 days from the date of occurrence. The representative will answer any questions You may have and send You a special claim form.

How do I file a claim?

Complete the claim form You receive from Your call to the Program Administrator. Mail the following items within 90 days from the date of occurrence to the address provided by the representative.

1. The completed claim form.
2. A copy of Your charge slip or receipt, as proof that the Common Carrier tickets were charged and paid for by Your covered card.
3. A copy of the check issued by the Common Carrier together with the Common Carrier’s claim form, a list of the items lost and their value, and a copy of the luggage claim “check” (if applicable).
4. Any other documentation deemed necessary by the Program Administrator to substantiate the claim.