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Baggage Delay Insurance

United States – Executive Explorer Card Accounts

(applies to both Visa and Mastercard)

Description of Coverage provided for Bank of America

Description of Coverage

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

Your Guide to Benefit describes the benefit in effect as of 11/1/19. 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 Your financial institution.

Baggage Delay Insurance

Baggage Delay reimburses you for the essential items you may need while on a Trip and at a destination other than your location of permanent residence. The maximum benefit is **one hundred (\$100.00) dollars** per day up to a maximum of five (5) days or a total of five hundred (\$500.00) dollars. These maximums apply to You (the Cardholder) and to all Covered Persons whose ticket was purchased with your covered Account and/or Rewards program associated with your covered Account.

When does it apply?

When your Baggage is delayed or misdirected by a Common Carrier for more than six (6) hours and for each additional twenty-four (24) hour period your Baggage is delayed after the initial six (6) hours for a maximum of five (5) days, you can be reimbursed for the emergency essential items you may need. In no event will We reimburse more than **one hundred (\$100.00) dollars** per day for up to five (5) days. Our payment is limited to expenses incurred for the emergency purchase of essential items, such as toiletries, clothing and chargers for electronic equipment (limit of one (1) per device), needed by the Covered Person during a qualifying Baggage Delay.

Benefits begin on the Scheduled Departure Date and end on the Scheduled Return Date. In the event the Scheduled Departure Date and/or the Scheduled Return Date are delayed, or the point and time of departure and/or point and time of return are changed because of circumstances over which you nor the Travel Supplier have control, the term of coverage will automatically adjust in accordance with the change.

Who is eligible for this benefit?

This insurance is provided to the Cardholder and all Covered Persons when all or a portion of the Common Carrier passage fare(s) is charged to the covered Account and/or Rewards programs associated with the covered Account. If the Cardholder charges multiple Common Carrier fares to the covered Account for a Trip, each Covered Person is eligible to receive the benefit. Covered Persons do not need to be traveling with the Cardholder for benefits to apply.

Trips must occur while the insurance is in-force to be eligible for this benefit. Baggage Delay must be reported to the Travel Supplier to be eligible for this benefit. Coverage will not be provided if the Cardholder's Account is closed before the Baggage Delay occurs. In no event will the Cardholder's cancellation of the covered Account invalidate or reduce any otherwise valid claim that has already been submitted.

This benefit is payable on an excess basis over and above any amount due from any other valid or collectible insurance or any other form of reimbursement payable by those responsible for the loss.

What items are *not* covered?

- Hearing aids
- Artificial teeth, dental bridges or prosthetic devices
- Tickets, documents, money, securities, checks, travelers checks and valuable papers;
- Business samples
- Jewelry and watches
- Cameras, video recorders and other electronic equipment
- Recreational equipment
- Any loss caused by or resulting from, directly or indirectly - War, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss; War does not include terrorism.

We will not reimburse the Covered Person for Baggage Delay unless the delay was reported by the Covered Person to the Common Carrier.

How to file a claim:

FOR CLAIMS RELATED MATTERS ONLY - you may submit a claim directly to Federal Insurance Company. To file a claim directly with Federal Insurance Company, contact the Claim Administrator, Broadspire, a Crawford Company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Broadspire, a Crawford Company, P.O. Box 459084 Sunrise, FL 33345 PHONE: 855-830-3720, FAX: 855-830-3728.

Please Reference Policy # 99081328

Follow these steps to file a claim:

1. After Your Checked Baggage has been delayed for more than six (6) hours, Immediately notify the Common Carrier to begin the Common Carrier's claim process. **You will need to provide proof that you submitted a report to the Common Carrier**, so be sure to keep a copy of the report for your records.
2. Written claim notice must be given to Us within twenty (20) days of the date your Baggage was delayed or as soon as reasonably possible. Failure to give notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.
3. When We receive notice of a claim, We will send you forms for giving proof of loss to Us within fifteen (15) days. If you do not receive the forms, you should send Us a written description of the Loss.
4. Return the completed and signed claim form and requested documentation to Us within ninety (90) days or as soon as reasonably possible. Failure to give complete proof of loss within these time frames will not invalidate any otherwise valid claim if notice is given as soon as reasonably possible and in no event later than 1 year after the deadline to submit complete proof of loss.

5. We will pay you the applicable Benefit Amount within sixty (60) days after We receive complete proof of loss and you have complied with all the terms of this policy.

Payment of this benefit is subject to Our receipt of satisfactory proof of loss. Proof of loss includes, but is not limited to:

- copies of the notification and reporting filed with the Common Carrier and all related correspondence;
- details of the amount paid or payable by the Common Carrier responsible for the loss or damage, description of the contents, cost determination of contents and all other appropriate documents and correspondence; and
- receipts for emergency purchase of essential items. Receipts are not required for items under twenty-five (\$25) dollars.

Specific questions and request for a claim form may be submitted to the **Plan Administrator** at the following address:

cbsi Card Benefit Services
550 Mamaroneck Avenue, Suite 309
Harrison, NY 10528

Definitions

Account means the commercial card account issued by Bank of America.

Baggage means suitcases and the containers specifically designated for carrying personal property and the personal property contained therein.

Baggage Delay means a delay or misdirection of your Baggage by a Common Carrier for more than six (6) hours from the time you arrive at the destination as shown on your ticket.

Cardholder means an individual to whom a commercial card Account has been issued by Bank of America.

Common Carrier means any commercially licensed motorized land, water or air Conveyance, operated by an organization organized and licensed for the transportation of passengers for hire and operated by an employee or an individual under contract. Common Carrier does not include Cruise Lines.

Company means Federal Insurance Company.

Conveyance means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction.

Covered Person means the eligible Cardholder, the Cardholder's Spouse and unmarried Dependent Children, and person(s) employed by the company for which the Account is issued. Covered Person also means person(s) employed by or authorized by the company for which the Account is issued and for whom a ticket was purchased using the Account.

Cruise Line means a company that maintains a fleet of cruise ships and markets cruises to the public.

Dependent Child means the Insured Person's unmarried child from the moment of birth, including a natural child, grandchild, stepchild or adopted child from the date of placement with the Insured Person. The Dependent Child must be primarily dependent upon such Insured Person for maintenance and support, and must be under the age of {twenty-six (26)} or classified as an Incapacitated Dependent Child.

Domestic Partner means a person designated by you who is registered as a Domestic Partner or legal equivalent under the laws of the governing jurisdiction or who is at least eighteen (18) years of age and competent to enter into a contract; is not related to you by blood; has exclusively lived with you for at least twelve (12) consecutive months prior to the date of enrollment; is not legally married or separated and as of the date of enrollment has with you at least two (2) of the following financial arrangements: a joint mortgage or lease, a joint bank account, joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease or a joint credit card account with a financial institution. Neither you nor the Domestic Partner can be married to, nor in a civil union with, anyone else.

Incapacitated Dependent Child means any person who, as a result of being mentally or physically challenged, is permanently incapable of self-support and permanently dependent on the Insured Person for support and maintenance, as evidenced by United States income tax returns showing such person as dependent.

Recreational Equipment means any equipment that is used to engage in a particular sport, hobby, game, excursion, or other recreational activity; and for which you have the requisite license or permit to own or operate if a license or permit is required.

Rewards means points, miles, cash Rewards, or any other type of redeemable Rewards, as well as any redeposit fees charged by a Rewards administrator, provided that all Rewards have been accumulated by the Cardholder through use of a Rewards program sponsored by Bank of America.

Scheduled Departure Date means the date on which you are originally scheduled to leave on the Trip.

Scheduled Return Date means the date on which you are originally scheduled to return to the point of origin or to a different final destination.

Spouse means your husband or wife who is recognized as such by the laws of the jurisdiction in which you reside. Spouse includes Domestic Partners or Covered Persons joined by Civil Unions where applicable by law.

Travel Supplier means a Cruise Line, or airline, or railroad or other Common Carrier.

Trip means travel booked through a Travel Supplier when some portion of the fare for such transportation has been charged to the Cardholder's Account or has been paid for with redeemable Rewards that were accumulated by the Cardholder from a Rewards program sponsored by Bank of America. Trip must occur while the insurance is in-force.

We, Us and Our means Federal Insurance Company.

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained in the master policy, on file with the policyholder.

This information is a brief description of the important features of this insurance plan. It is not an insurance contract. Insurance benefits are underwritten by Federal Insurance Company. Coverage may not be available in all states or certain terms may be different where required by state law. Chubb NA is the U.S.-based operating division of the Chubb Group of Companies, headed by Chubb Ltd. (NYSE:CB) Insurance products and services are provided by Chubb Insurance underwriting companies and not by the parent company itself.

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