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# Baggage Delay Insurance

Canada – 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

This insurance 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 all Covered Persons whose ticket was purchased with the Cardholder's covered Account and/or Rewards program associated with the 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?

The Cardholder and all Covered Person(s) are covered 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, cheques, travelers cheques 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 Chubb Insurance Company of Canada. To file a claim directly with Chubb Insurance Company of Canada contact the Claim Administrator, Crawford & Company (Canada) Inc. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to:

Crawford & Company (Canada) Inc.  
National Claims Management Centre  
400-90 Matheson Boulevard West  
Mississauga, Ontario L5R 2R3  
Call Toll Free - 855-897-8512  
Fax - 905-602-0185  
Email: [newhumanriskclaims@crowco.ca](mailto:newhumanriskclaims@crowco.ca)

**Please Reference Policy # 99086259**

**Follow these steps to file a claim:**

1. After your 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. 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 delay 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

#### **General Provisions:**

**Access to Documents** - The Covered Person, and any claimant under the insurance, may request a copy of the policy, subject to certain access restrictions.

**Limitation of Actions** - Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (or other applicable legislation) in the Cardholder's province or territory of residence.

**Privacy** - At Chubb, We are committed to protecting our customers' privacy. Chubb's policy is to limit access to customer information to those who need it to serve customers' insurance needs and to maintain and improve customer service. The information provided by customers is required by Us, Our reinsurers and authorized administrators to assess customers' entitlement to benefits, including but not limited to determining if coverage is in effect, investigating the applicability of exclusions and coordinating coverage with other insurers. For these purposes, We, Our reinsurers and authorized administrators consult existing insurance files about customers, collect additional information about and from customers, and where required, collect information from and exchange information with, third parties. We do not disclose customer information to third parties other than Our agents and brokers, except as necessary to conduct business, e.g., processing claims or as required by law. We advise customers that, in some instances, employees, service providers, agents, reinsurers, and any of their providers, of Chubb may be located in jurisdictions outside Canada and that customers' personal information may thus be subject to the laws of those foreign jurisdictions.

The Privacy Officer; Chubb Insurance Company of Canada, 199 Bay Street, 25th Floor, Toronto, Ontario, M5L 1E2. For more information on privacy at Chubb, visit [Chubb.com/ca](http://Chubb.com/ca)

**Complaints Procedures** - If a Covered Person has a complaint or inquiry about any aspect of this insurance coverage, please call 1-877-534-3655 between 8:00 a.m. and 8:00 p.m. (ET), Monday to Friday. If for some reason the Covered Person is not satisfied with the resolution to their complaint or inquiry, the Covered Person may communicate their complaint or inquiry in writing to our complaints officer:

Chubb Insurance Company of Canada  
199 Bay Street, Suite 2500  
P.O. Box 139 Commerce Court Postal Station  
Toronto, ON M5L 1E2  
Email: [complaintscanada@chubb.com](mailto:complaintscanada@chubb.com)

If the Covered Person is still not satisfied with the resolution to their complaint or inquiry, the Covered Person may communicate their complaint or inquiry to:  
General Insurance OmbudService  
1-877-225-0446  
<https://www.giocanada.org/complaint-form/>

#### **Definitions:**

**Account** means the commercial credit 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.

**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 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 or Children** means those children, including adopted children and those children placed for adoption, who are primarily dependent upon the Cardholder for maintenance and support, and who are: 1) under the age of twenty-one (21) and reside with the Cardholder; or 2) beyond the age of twenty-one (21), permanently mentally or physically challenged, and incapable of self-support; or 3) under the age of twenty-five (25) and classified as full-time students at an institution of higher learning.

**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 a person of the same or opposite sex who is legally married to and cohabits with the Cardholder, or if there is no such person, is a person who qualifies as a common law or domestic partner under the provisions of any applicable federal, provincial, territorial, state or local law.

**Travel Supplier** means an 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 Chubb Insurance Company of Canada.

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 Chubb Insurance Company of Canada.