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Lost Luggage Insurance

Canada – Executive Explorer and Executive 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.

Lost Luggage Reimbursement

You can be reimbursed up to a maximum of **five thousand (\$5,000) dollars** for actual amounts paid by you for the direct physical loss or damage to your Checked and/or Carry-On Baggage and the personal items contained therein. Reimbursement will be on an Actual Cash Value basis at the time of loss. The 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.

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?

The Cardholder and all Covered Persons 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 his or her 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. Coverage will not be provided if the Cardholder's Account is closed before the lost baggage occurs. In no event will the Cardholder's cancellation of his or her Account invalidate or reduce any otherwise valid claim that has already been submitted.

What is *not* covered?

Coverage does not apply to loss resulting from:

- any dishonest, fraudulent or criminal act of the Covered Person
- forgery by the Covered Person
- loss due to war or confiscation by authorities
- loss due to nuclear reaction or radioactive contamination
- Coverage also does not apply to: 1.) sporting equipment, unless checked with the Common Carrier and for which a claim check has been provided by the Common Carrier; 2.) animals, perishables, cameras and accessory equipment, eye glasses and contact lenses, prosthetic devices including dentures and hearing aids, tickets, valuable papers and documents, credit cards and debit cards, securities, money, art objects, electronic equipment, business items, bullion or

precious or semi-precious metals, stones or gems other than that contained in items of personal jewelry owned by the Covered Person, household furniture, motor vehicles, boats or watercraft or aircraft or parts for such conveyances

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

Please Reference Policy # 99086260

Follow these steps to file a claim:

1. Within twenty-four (24) hours, the Covered Person must report any loss, theft or damage to the appropriate official representative such as the police or Common Carrier service. You will need to provide proof that you submitted a report to the Common Carrier, so please keep a copy of the report for your records.
2. Written claim notice must be given to Us within forty-five (45) days of the date your baggage was lost, damaged, or stolen or as soon as reasonably possible. Failure to give notice within forty-five (45) 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:

- a copy of the Account statement showing the Common Carrier fare charged;

- copies of receipts for the purchase of replacement items
- a copy of the initial claim report submitted to the Common Carrier;
- proof of submission of the loss to, and the results of any settlement by, the Common Carrier;
- proof of submission of the loss to, and the results of any settlement or denial by, the Covered Person's personal insurance carrier(s);
- if no other insurance is applicable, a statement from the Covered Person to that effect.

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

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

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.

Actual Cash Value means the cost to replace the lost or damaged personal property at the time of loss, less depreciation.

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

Carry-On Baggage means suitcases or other containers specifically designated for carrying personal property, which are carried on board a Common Carrier by the Covered Person.

Checked Baggage means suitcases or other containers specifically designated for carrying personal property, for which a claim check has been issued to the Covered Person by a Common Carrier.

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.

Rewards means points, miles, cash Rewards, or any other type of redeemable Rewards, as well as any re-deposit 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.