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Ride Share Protection

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.

Ride Share Protection

Using a smartphone app to hail a ride from a private driver has become common practice in most areas. The convenience, customer support, and potential for cost savings have all lead to the rapid rise in popularity of these ridesharing services. As the popularity in using these services rises, it is important to remember that accidents can happen when you are traveling as a passenger while riding in a vehicle arranged by a Transportation Network Company. Fortunately, that is where Ride Share Protection can help.

You and your Traveling Companion(s) are automatically covered if your name is embossed on an eligible card issued in the United States and you use it to charge a portion of or the entire amount of the required fare to your Account.

How to use Ride Share Protection

1. Contact a Transportation Network Company to arrange your Trip.
2. Add your covered card as a payment method in the app and charge a portion of or the entire amount of the required fare to your Eligible Account.

The amount of the benefit is limited to the maximum benefit amounts shown below for each benefit per covered accident, per Eligible Person.

Coverage	Benefit Amount per covered accident per Eligible Person
Accidental Death and Dismemberment Insurance	\$250,000.00
Personal Property Benefit	\$250.00

How does it work?

Accidental Death & Dismemberment Insurance provides coverage up to \$250,000.00 per covered accident, for accidental loss of life, limb, sight, speech or hearing while on a covered Trip pre-arranged by a Transportation Network Company. If the cardholder's injuries occur while on a covered Trip and results in a loss **within three hundred and sixty-five (365) days of an accident**, the Company will pay the following percentage of the loss shown in the table below.

Loss	Percentage of Loss of Life Benefit Amount
Loss of Life; Loss of Speech and Loss of Hearing; Loss of Speech or Hearing and Loss	100%

of one Hand, Foot or Sight of One Eye; Loss of Both Hands; Loss of Both Feet; Loss of Sight of Both Eyes; Loss of a combination of any two of a Loss of Hand, Loss of Foot or Loss of Sight of One Eye; Quadriplegia	
Loss of One Hand; Loss of One Foot; Loss of Sight of One Eye; Loss of Speech; Loss of Hearing; Hemiplegia; Paraplegia	50%
Loss of Thumb and Index Finger of the same hand; Loss of Four Fingers of the same hand; Uniplegia	25%

“Quadriplegia” means total Paralysis of both upper and lower limbs. “Hemiplegia” means total Paralysis of the upper and lower limbs on one side of the body. “Uniplegia” means total Paralysis of one lower limb or one upper limb. “Paraplegia” means total Paralysis of both lower limbs or both upper limbs. “Paralysis” means total loss of use. A Doctor must determine the loss of use to be complete and not reversible at the time the claim is submitted.

The accident must occur while the Eligible Person is on a Trip and is covered under the policy. Coverage applies in the event the Eligible Person is injured while riding as a passenger as well as entering and exiting a vehicle used on a Trip. If more than one loss is sustained by the Eligible Person as a result of the same accident, only one amount, the largest applicable to the losses incurred, will be paid. The Company will not pay more than one hundred percent (100%) of the maximum limit for all losses due to the same accident.

Loss must occur within three hundred and sixty-five (365) days after the Accident.

Personal Property Benefit reimburses the reasonable cost, up to \$250.00 per covered accident, for replacement of any personal property that is lost, damaged or totally destroyed, while the Eligible Person and their Traveling Companion(s) are on a Trip. In the event of an accident, the Company will require certification by the police or First Responder, in an incident report, that the item claimed was actually damaged or totally destroyed. For lost items, you must follow your rideshare’s procedures for reporting lost items within 24 hours. Proof of contact and settlement, if any, will be needed for the claim process.

At its discretion and depending on the nature and circumstances of the incident, the Benefit Administrator may choose to address your claim in one of two ways:

1. A damaged or totally destroyed item may be repaired, rebuilt or replaced wholly or in part.
2. A lost item may be replaced.

You will be notified of the decision to repair, rebuild or replace your item within fifteen (15) days following receipt of the required documentation. Replacement costs will be the actual cash value (replacement cost less depreciation) of the articles at the time of loss up to the maximum benefit

amount. "Personal Property" means personal goods belonging to the insured Eligible Person or for which he or she is responsible provided they are taken on the Trip or acquired by the Eligible Person during the Trip.

What isn't covered?

Accidental Death and Dismemberment Benefit

The following exclusions will apply for any loss caused by or resulting from:

1. Sickness or disease of any kind;
2. Stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm
3. Commission of or attempt to commit a felony by the Eligible Person
4. Intentionally self-inflicted Injury, suicide or attempted suicide of the Eligible Person while sane or insane
5. War or act of war, whether declared or not, participation in a civil disorder, riot or insurrection.
6. Participation in a race or speed contest
7. Any illness or bodily Injury which occurs in the course of employment if benefits or compensation is available, in whole or in part, under the provisions of any legislation of any governmental unit; this exclusion applies regardless of whether the Eligible Person and their Traveling Companion(s) claims the benefits or compensation or recovers losses from a third party.

Personal Property Benefit

The following exclusions apply to and no benefit will be provided for:

1. Damage caused by moths, vermin, insects, or other animals.
2. Wear and tear.
3. Atmospheric or climatic conditions.
4. Gradual deterioration or defective materials or craftsmanship.
5. Mechanical or electrical failure.
6. More than a reasonable proportion of the total value of the set where the loss or damaged article is part of a set or pair.
7. Any loss not reported to either the police or Transportation Network Company **within 24 hours of discovery**.
8. Any loss that occurs at a time when this coverage is not in effect.

If you have questions about this coverage, please call the Benefit Administrator at 1-844-702-1307.

How to File a Claim

1. To file a claim, please call the Benefit Administrator at **1-844-702-1307**. You must provide notice **within ninety (90) days after the date of loss or as soon as reasonably possible**. This notice must include enough information to identify you and your financial institution from whom this coverage was provided. Please note that failure to provide a claim notice within ninety (90) days **will not** invalidate or reduce any otherwise valid claim if notice is given as soon as is reasonably possible.
2. The Benefit Administrator will ask you a few questions and send you the appropriate claim forms.
3. **Within ninety (90) days of your date of loss or as soon as reasonably possible**, return your completed and signed claim form and the required documentation to the Benefit Administrator.

For faster filing, or to learn more about Ride Share Protection, visit www.cardbenefitservices.com.

Please submit the following required documents

- Your completed and signed claim form
- A copy of the receipt received from the Transportation Network Company (showing the last four (4) digits of the Account number) demonstrating that the purchase was made on your eligible Account. If the receipt does not show the last four (4) digits of the Account number, your monthly billing statement reflecting this charge may be required.
- Any other proof of loss that may be required to substantiate your claim

Accidental Death and Dismemberment Benefit

- A Police Report or First Responder accident report completed by the First Responder which identifies the Eligible Person and Traveling Companion(s) as Injured.
- When required, a signed patient authorization to release medical information to the Company or its authorized representative
- All medical bills and reports for all medical expenses claimed
- If a death occurs, a copy of the death certificate

Personal Property Benefit

- For an item damaged or totally destroyed due to an accident, the Company will require an incident report from the police or First Responder stating that the item claimed was actually damaged or destroyed.
- If the item is lost, please provide proof that the loss was reported within 24 hours to the police or Transportation Network Company as well as any settlement, if any.

Definitions

Account means any credit card or debit card Account

Company means Indemnity Insurance Company of North America.

Eligible Person means a cardholder, an authorized user of an Eligible Account, a Family Member or Traveling Companion(s) for whom the required fare is paid using an Eligible Account making insurance in effect for that person. No person or entity other than the Eligible Person(s) described shall have any legal or equitable right, remedy claim or insurance proceeds arising under or arising out of this coverage.

Family Member means the Eligible Person's, spouse, civil union partner, domestic partner, child, daughter-in-law, son-in-law, brother, sister, mother, father, grandparent, step-grandparent, grandchild, step-grandchild, step-child, step-brother, step-sister, step-parent, parent-in-law, brother-in-law, sister-in-law, aunt, step-aunt, uncle, step-uncle, niece, nephew, legal guardian, foster child, ward, or legal ward; spouse, civil union partner or domestic partner of any of the above. Family Member also includes these relations to the Eligible Person's spouse, civil union partner or domestic partner.

First Responder means an individual who is a trained or certified Law Enforcement Officer or Fire and Rescue Emergency individual or Emergency Medical Technician or Paramedic who, upon arriving to an incident or emergency, assumes immediate responsibility for the protection and preservation of life, property, evidence and the environment.

Hospital means a facility that holds a valid license if it is required by the law; operates primarily for the care and treatment of sick or Injured persons as inpatients; has a staff of one or more Physicians available at all times; provides twenty-four (24 hour nursing service and has at least one registered professional nurse on duty or on call; has organized diagnostic and surgical facilities, either on the premises or in facilities available to the Hospital on a pre-arranged basis; and is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or similar institution.

Injury/Injured means a bodily Injury caused by an accident occurring while the Eligible Person is 1) on a Trip, 2) his/her coverage under the Policy is in force and 3) resulting directly and independently of all other causes of loss covered by the Policy. The Injury must be verified by a Physician.

Medically Necessary or "**Medical Necessity** means the services or supplies provided by a Hospital, Physician or other provider that are required to identify or treat an Eligible Person's illness or Injury and which are: 1) indicated for the symptom or diagnosis and treatment of the Eligible Person's condition, disease, ailment or Injury; 2) appropriate with regard to standards of good medical practice; 3) not solely for the convenience of an Eligible Person, Physician or other provider; 4) the most appropriate supply or level of service which can be safely provided to the Eligible Person. When applied to the care of an inpatient, it further means that the Eligible Person's medical symptoms or condition requires that the services cannot be safely provided to the Eligible Person as an Outpatient.

Physician means a licensed practitioner of the healing arts acting within the scope of his/her license.

Police Report means a report completed by a police officer that details that the loss occurred while the Eligible Person was riding as a passenger on a Trip.

Reasonable and Customary Charges means expenses which:

1. are charged for treatment, supplies, or medical services Medically Necessary to treat the Eligible Person's condition;
2. do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred; and
3. do not include charges that would not have been made if no insurance existed.

In no event will the Reasonable and Customary Charges exceed the actual amount charged.

Transportation Network Company means a corporation, partnership, sole proprietor, or other entity, licensed by a government agency with the appropriate authority to issue such a license, that uses a digital network to connect riders to drivers who provide the transportation in their own non-commercial vehicles. It does not mean a taxicab association or a for-hire vehicle owner, unless using a Transportation Network Company to gain access to riders.

Traveling Companion(s) means a person(s) who shares the Eligible Person's Trip and for whom the fare has been paid for by the Eligible Person.

Trip means a period of travel booked through a Transportation Network Company charged to an Eligible Account by an Eligible Person.

Additional Provisions for Ride Share Protection

- The terms We, Us and Our below refer to Indemnity Insurance Company of North America.
- You shall do all things reasonable to avoid or diminish any loss covered by this benefit. 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, no coverage shall exist for such claim, and your benefit may be cancelled. Each 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.
- No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than three (3) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.
- This benefit is provided to eligible 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, statement messages or electronic notification. The benefits described in this Guide will not apply to cardholders whose Accounts have been suspended or cancelled.
- Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefits for cardholders, and if they do, they will notify you at least thirty (30) days in advance. Indemnity Insurance Company of North America ("Provider") is the Company of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.
- The Company has the right to have a Physician of their choice examine the Eligible Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being

paid. The Company also has the right to request an autopsy in the case of death, unless the law forbids it. The Company will pay the cost of the examination or autopsy. This section applies when a claim is pending or while benefits are being paid

- After the Benefit Administrator has paid your claim, all your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of the payment made to you. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.
- This benefit does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the provision of insurance, including, but not limited to, the payment of claims.

Claim Snapshot

<p>You use your covered Account to pay for a car arranged through a Transportation Network Company</p>	<p>The driver has an accident and while you are not Injured, your suitcase is damaged beyond repair</p>	<p><i>Within 90 Days</i> from the accident, Benefit Administrator is notified of the incident</p>	<p><i>Within 90 Days</i> Claim form must be submitted with supporting documents</p>	<p>Claim Settled</p>
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