

# **Jonestown Bank & Trust Co. Discover® Debit Business Card Benefits Guide**

## **Secondary Auto Rental Collision Damage Waiver Coverage Terms and Conditions**

You are responsible for reading the Secondary Auto Rental Collision Damage Waiver Coverage Terms and Conditions online at <https://www.jbt.bank/business-banking/discover-business-debit-card/> in order to understand your rights and responsibilities under the Secondary Auto Rental Collision Damage Waiver Coverage Program. We may amend the terms and conditions at any time without notice.

## **Overview**

Eligible Cardmembers can benefit from the Excess Collision Damage Waiver Insurance. If you rent a vehicle for 31 consecutive days or less (or 45 days under certain circumstances described below) with your Card (as defined below), you may be eligible for benefits under this coverage. Excess Collision Damage Waiver is an insurance program, underwritten by Federal Insurance Company Policy #9906-17-63 (the "Policy"). Keep this coverage description for your records.

## **Who is Covered**

The Collision Damage Waiver Coverage is provided to you, as an Insured, when the entire rental fee for the Rented Automobile is charged to your Account. It is not necessary for you to notify the Company at the time the rental fee is charged or debited to your Account.

## **Detailed Description**

### **To Get Coverage:**

- You must decline the Loss/Damage Waiver offered by the vehicle Rental Agency.
- You must rent the vehicle in your own name and sign the vehicle rental agreement/contract.
- The coverage period will not exceed 31 consecutive days, or 45 consecutive days if the Insured is an employee of an organization which has provided a Card to the Insured for business use.

### **THE KIND OF COVERAGE YOU RECEIVE:**

In consideration of the premium paid by the Policyholder as required, and subject to all the terms of the Policy, the Company agrees to reimburse on an Actual Cash Value basis either the Insured or the Rental Agency for repair or replacement of the Rented Automobile as a result of Collision Damage to the Rented Automobile. The Company's liability will be for a maximum reimbursement of \$25,000. In no event will the Company be liable beyond the amounts actually paid by the Insured or the Rental Agency.

- If your or an Insured's primary vehicle insurance or other coverage has made payments for a covered loss, Excess Collision Damage Waiver will cover your deductible and any other eligible amounts not covered by other insurance.
- This coverage is not all-inclusive, which means it does not cover such things as personal injury or personal liability. It does not cover you for any damages to other vehicles or property. It does not cover you for any injury to any party.

### **WHERE YOU ARE COVERED:**

- Coverage applies to vehicles rented anywhere in the world.
- Coverage is not available where prohibited by law.

## Cost

This coverage is provided at no additional cost to eligible Cardmembers.

## Definitions

**Account** means a debit card account.

**Actual Cash Value** means the cost to repair or replace the Rented Automobile at the time of loss, less depreciation.

**Cardholder** means the account holder of the debit card whose name appears on the debit card.

**Card** means an eligible Jonestown Bank & Trust debit card.

**Collision Damage** means the direct and accidental damage to a Rented Automobile caused by upset or collision with another object. Collision Damage does not include loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion.

**Company** means Federal Insurance Company.

**Insured** means cardholders and authorized users of the Account.

**Policyholder** means PULSE Network LLC, the entity responsible for the payment of premium.

**Rental Agency** means a commercial automobile rental company licensed under the laws of the applicable jurisdiction.

**Rented Automobile** means a four wheeled private passenger type motor vehicle or a mini-van manufactured and designed to transport a maximum of seven passengers and used exclusively to carry passengers. A Rented Automobile must be designed for travel on public roads and rented from Rental Agency.

## Exclusions and Limitations

### EXCLUDED RENTAL VEHICLES:

Off-road, antique or limited edition motor vehicles; trucks, recreational vehicles, campers, pickup trucks, and mini-buses; limited edition motor vehicles or high value, exotic, high performance or collector type; high value motor vehicles are motor vehicles whose replacement value exceeds \$50,000; and antique motor vehicles are defined as any vehicle over 25 years old, or any vehicle which has not been manufactured for 10 years or more.

### WHAT IS NOT COVERED:

Coverage does not apply to loss resulting from the following:

- Any dishonest, fraudulent or criminal act of the Insured.
- Forgery by the Insured.
- Loss due to war or confiscation by authorities.
- Loss due to nuclear reaction or radioactive contamination.
- The Insured being intoxicated, as defined by the laws of the jurisdiction where the loss occurred, or under the influence of any narcotic unless prescribed by a physician.
- Use of the Rented Automobile to carry passengers and property for hire.

- Use of the Rented Automobile by a person other than the one authorized to operate the Rented Automobile by the terms of the Rental Agreement.
- Loss of use of the Rented Automobile.
- Intentional damage to the Rented Automobile by the Insured.
- Damage which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure.
- Damage to tires unless the loss is coincident with a covered loss.
- Use of the Rented Automobile in tests, races or contests.
- The Rented Automobile being operated or located in any territory prohibited by the terms of the rental agreement.

## Claims Process

### Who to Contact

Benefit and claim information is available by contacting the Card Benefits Center at 1-877-493-6273, Monday through Friday from 8:00am – 9:00pm (EST).

**IF YOU HAVE ANY CLAIM RELATED QUESTIONS, PLEASE CALL THE CLAIMS SERVICE CENTER AT: BROADSPIRE, A CRAWFORD AND COMPANY (855) 307-9244**

Mailing Address:

Broadspire, a Crawford Company  
P.O. Box 459084  
Sunrise, FL 33345

### Claim Notice Deadline

The Insured must send the Company written notice of a claim, including the Insured's name and Policy number, within 90 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible.

The Insured must:

- Protect the Rented Automobile from further loss or damage;
- Report within 24 hours any Collision Damage to the appropriate official representative such as the police or licensed Rental Agency;
- Report any loss to the Company or its authorized representatives as soon as reasonably possible;
- Submit Proof of Loss to the Company
- Cooperate with the Company in the investigation, settlement or handling of any claims;
- Permit the Company to question the Insured under oath whenever the Company's investigation deems it necessary. All statements taken will be signed by the Insured;
- Authorize the Company to obtain records or reports necessary to the Company's investigation.

### Claim Submission Deadline

When the Company is told of claim, the Company will give the Insured Person forms for filing Proof of Loss. If these forms are not given within 15 days, the Insured person will meet Proof of Loss requirements by giving the Company a written description of the occurrence, character, and nature of the Loss.

## Proving a Loss

To file a sworn Proof of Loss, the Insured must send the following information to the Company or its authorized representative:

- A copy of the Account statement showing the automobile rental transaction.
- A copy of the automobile rental agreement.
- A copy of the police report.
- A copy of the initial claim report submitted to the automobile Rental Agency
- A copy of the paid claim presented by the automobile Rental Agency for the Collision Damage for which the Insured is responsible.
- Proof of submission of the loss to, and the results of any settlement or denial by the applicable insurance carrier(s).
- If no other insurance is applicable, a notarized statement from the Insured to that effect.

## Claim Payment:

Reimbursement for covered losses will be paid to either the Insured or the Rental Agency within sixty (60) days after the Company receives Proof of Loss.

## FOR INSURED WHO ARE NEW YORK STATE RESIDENTS:

To the extent that this plan provides insurance against damage to a rented motor vehicle, the following terms and conditions apply: (1) the period of insurance coverage will not exceed 31 consecutive days, or 45 consecutive days if the Insured is an employee of an organization which has provided the Card to the Insured for business use; and (2) the insurance provided by this plan will be excess over any other valid and collectible insurance covering the Rented Automobile. However, the insurance provided under this plan may be primary if specifically provided for under the terms of this plan and if the following criteria is met: (a) the Rented Automobile is rented for use outside the United States, its territories and possessions; (b) the Insured is an employee of an organization which has provided the Card to the Insured for business use; and (c) the Rented Automobile is rented without a driver.

## Policy Provisions

As a handy reference guide, please read this document and keep it in a safe place with your other insurance documents. This Summary of Coverage is not a contract of insurance but is simply an informative statement to eligible Insureds of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of insurance are contained in the master policy (Policy #9906-17-63) on file with DFS Services LLC, herein referred to as the Policyholder. If a statement in this Summary of Coverage and any provision in the policy differ, the policy will govern.

**Cancellation:** Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all authorized Cardmembers. If Policyholder does cancel these benefits, you will be notified at least 30 days in advance. If the Company terminates, cancels, or chooses not to renew the coverage to Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

**Misrepresentation and Fraud:** Coverage of the Insured will be void if, at any time, the Insured has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or the interest of the Insured herein, or in case of any fraud or false swearing by the Insured relating thereto. Coverage for an Insured will be void if, whether before or after a loss, the Policyholder or its subscribing organization(s) has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or the interest of the Insured therein, or in case of any fraud or false swearing by the Policyholder or its subscribing organization(s) relating hereto.

**Addition of New Insureds:** All eligible persons will be insured under this Policy.

**Examination Under Oath:** It is a condition of this insurance that the Insured and the Policyholder, as often as may be reasonably required by the Company, will submit, and within its power cause others to submit, to examinations under oath and will produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by the Company or its representative, and will permit extracts and copies thereof to be made. No such examination under oath, examination of documents or any other act of the Company, its employees or representatives in connection with the investigation of any loss or claim will be deemed a waiver of any defense and such acts shall be deemed to have been made or done without prejudice to the Company's liability.

**No Benefit to Others:** This coverage will in no way inure directly or indirectly to the benefit of any insurer, person or organization or other bailee.

**Subrogation:** It is a condition of this insurance that if the Company pays the Insured for a loss, it will require the Insured to assign and transfer any claim or right of action against any individual, firm or corporation for such loss to the Company or subrogate or hold in trust all such rights to the extent of the amount paid. The Insured will agree to take action as requested by the Company to enforce such rights. Upon payment by the Company to the Insured, the Insured agrees to direct enforcement of such rights as reasonably requested by the Company and to return to the Company any recovery to the extent payment of loss has been made by the Company.

**Arbitration:** It is a condition of this insurance that if the Insured and the Company fail to agree as to the amount of loss, either party may make a written demand for arbitration within twenty (20) days after receipt by the Company of the complete Proof of Loss. Unless both parties agree otherwise, arbitration will take place in the state where the Company's principal offices are located. Each party will select a competent and disinterested arbitrator, and they will select a third arbitrator. If after fifteen (15) days, the two (2) arbitrators fail to agree upon the third arbitrator, at the request of the Insured or Company, such arbitrator will be selected by a judge of a court of record in the state in which such arbitration is pending. A decision in writing of any two arbitrators will determine the amount of loss and will be binding on the parties. The Insured and the Company will each pay their own expenses and bear equally expenses of the third arbitrator. The Company will not be held to have waived any of its rights by any act relating to arbitration.

## **Insurer/Administrator**

POLICY UNDERWRITTEN BY  
Federal Insurance Company  
a member insurer of the  
Chubb Group of Insurance Companies  
202 Hall's Mill Road, P.O. Box 1600  
Whitehouse Station, NJ 08889-1600

PLAN ADMINISTRATOR  
The Direct Marketing Group, Inc.  
9331 S. 136<sup>th</sup> Street, Suite 100  
Omaha, NE 68138

## **Effective Date**

Coverage under this plan is effective on the latest of a) the effective date of the master policy, or b) the date an individual becomes an eligible insured. Coverage will cease on the date the master policy terminates (in which case you will be notified by the Policyholder), or on the date you no longer qualify as an eligible Insured, or on the expiration date of the applicable coverage period for the Insured, whichever occurs first.

## Final Legal Disclosure

This Guide is not a policy or contract of insurance or other contract.

Benefits are purchased by PULSE Network LLC and provided free to you, but non-insurance services may have associated costs, which will be your responsibility.

This Guide is intended as a summary of benefits provided to you. All information about the insurance benefits listed in this Guide is governed by the conditions, limitations, and exclusions of the master policy.

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### **Applicable to Secondary Auto Rental Collision Damage coverage:**

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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