

## Terms and Conditions

Effective 4/1/24

### Lost Luggage Reimbursement

Have You ever been waiting for Your Checked Luggage to come around the belt only to find that it has been lost by Your airline?

Fortunately, Lost Luggage Reimbursement is here to help. With Lost Luggage Reimbursement, You can be reimbursed for the difference between the “value of the amount claimed” and the Common Carrier’s payment up to **\$3,000.00 per Covered Trip (for New York residents, coverage is limited to two thousand dollars (\$2,000.00) per bag)**, provided the Checked Luggage and/or Carry-on Baggage and/or its contents was lost due to theft or misdirection by the Common Carrier. “Value of the amount claimed” is the lesser of the following three amounts: the original purchase price of the item(s), the actual cash value of the item(s) at the time of theft or misdirection (with appropriate deduction for depreciation), and the cost to replace the item(s).

You and Your Immediate Family Members are all eligible for this benefit when You take a Covered Trip and pay for the cost of Your Common Carrier tickets with Your eligible card issued in the United States and/or rewards program associated with Your covered Account. To be eligible for coverage, You must purchase a portion or the entire cost of the Covered Trip with Your covered Account and/or rewards program associated with Your covered Account. Only Your Checked Luggage and/or Carry-On Baggage and/or its contents is covered.

This benefit is supplemental to and excess of any collectible insurance and/or collectible reimbursement from any other source. The Benefit Administrator will refund the excess amount once all other reimbursement has been exhausted up to the limit of liability.

**Please Note:** You must take all reasonable means to protect, save and/or recover Your Checked Luggage and/or Carry-on Baggage and/or its contents at all times.

### **What is not covered?**

Luggage Reimbursement does not apply to loss or theft of the following items:

- Automobiles, automobile accessories and/or equipment, motorcycles, motors, bicycles (except when checked with the Common Carrier), boats, or other vehicles or conveyances
- Contact lenses, eyeglasses, sunglasses, hearing aids, artificial teeth, dental bridges, and prosthetic limbs
- Money, securities, credit or debit cards, checks, and travelers’ checks
- Tickets, documents (travel or otherwise), keys, coins, deeds, bullion, stamps, perishables, consumables, perfume, cosmetics, rugs and carpets, animals, cameras, sporting equipment, and household furniture
- Property shipped as freight or shipped prior to the Covered Trip departure date
- Items specifically identified or described in and insured under any other insurance policy
- Losses arising from confiscation or expropriation by any government or public authority or detention by customs or other officials
- Losses resulting from abuse, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion, or insurrection)
- Business items (items that are used in the purchase, sale, production, promotion, or distribution of goods or services including but not limited to, manuals, computers and their accessories, software, data, facsimile, samples, collateral materials, etc.), cellular telephones, or art objects

## **How to file a Lost Luggage Reimbursement claim**

Immediately notify the Common Carrier to begin their claims process if Your luggage and/or its contents are lost or stolen.

Within twenty (20) days of the date Your luggage is lost or stolen, and You have notified the Common Carrier and begun their claims process, call the Benefit Administrator at **1-800-757-1274, or call collect outside the U.S. at 1-804-673-6496**. The Benefit Administrator will ask You for some preliminary claim information and send You a special claim form. **If You do not notify the Benefit Administrator within twenty (20) days of the date the luggage was lost or stolen, Your claim may be denied.**

Within ninety (90) days of the date Your luggage was lost or stolen, return Your claim form and the requested documentation below to the address provided by the Benefit Administrator:

- A copy of Your monthly billing statement or the travel itinerary (showing the last four [4] digits of the Account number) confirming the Common Carrier ticket was charged to the covered Account and/or rewards program associated with Your covered Account
- If more than one method of payment was used, please provide documentation as to additional currency, voucher, points or any other payment method utilized
- A copy of ticketing by the Common Carrier, including but not limited to itinerary, boarding pass, or used ticket stub
- A copy of any check, settlement, denial or explanation of coverage issued by the Common Carrier together with a copy of the Common Carrier's completed claim form, a list of the items lost and their value, and a copy of the luggage claim check (if applicable)
- A copy of Your insurance policy's Declarations Page (if applicable) to confirm Your deductible (Declarations Page means the document(s) in Your insurance policy that lists names, coverages, limits, effective dates and deductibles)
- A copy of any settlement of the loss or theft from Your primary insurance
- Any other documentation deemed necessary by the Benefit Administrator to substantiate the loss or theft

***For faster filing, or to learn more about Lost Luggage Reimbursement visit [www.eclaimslines.com](http://www.eclaimslines.com)***

If You have personal insurance (i.e., homeowner's, renter's, or other insurance applicable to the lost or stolen luggage or contents), You are required to file a claim with Your insurance company and submit a copy of any claim settlement along with Your completed claim form.

If the claim amount is within Your personal insurance deductible, the Benefit Administrator may, at its discretion, deem a copy of Your personal insurance Declarations Page to be sufficient.

## **Transference of claims**

After the Benefit Administrator has paid Your claim of loss or theft under this reimbursement benefit, all Your rights and remedies against any party in respect of this loss or damage 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.

## **Definitions**

**Account** means Your credit or debit card Accounts.

**Carry-on Baggage** means the baggage which You personally carry onto the Common Carrier and for which You retain responsibility.

**Checked Luggage** means suitcases or other containers specifically designed for carrying personal belongings, for which a claim check has been issued to You by a Common Carrier.

**Common Carrier** means any land, water, or air conveyance operated under a license for the transportation of passengers for hire and for which a ticket must be purchased prior to commencing travel. Common Carrier does not include taxis, limousine services, or commuter rail or commuter bus lines.

**Covered Trip** means a trip while the Eligible Person is riding on a Common Carrier as a passenger and not as a pilot, operator or crew member, for which the expense has been charged to Your eligible Account and/or rewards program associated with Your covered Account, and which is not less than five (5) consecutive days but does not exceed sixty (60) consecutive days in duration.

**Eligible Person** means a cardholder who pays for their Covered Trip by using their eligible Account and/or rewards program associated with their covered Account.

**Immediate Family Member** means Your Spouse or legally dependent children under age eighteen (18), [twenty-five (25) if enrolled as a full-time student at an accredited university].

**Spouse** includes Your domestic partner which is a person who is at least 18 years of age and who during the last twelve months: 1) has been in a committed relationship with the cardholder; (2) has been the cardholder's sole spousal equivalent; (3) has resided in the same household as the cardholder; and (4) has been jointly responsible with the cardholder for each other's financial obligations and who intends to continue the relationship as stated above indefinitely.

**You or Your** means an Eligible Person or Your Immediate Family Members who charged a portion of their Covered Trip to Your eligible Account and/or rewards program associated with Your covered Account.

### **Additional provisions for Lost Luggage Reimbursement**

- Signed or pinned transactions are covered as long as You use Your eligible card to secure the transaction.
- 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 two (2) 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 underwriter of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.
- 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

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**For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-757-1274, or call collect outside the U.S. at 1-804-673-6496.**