

**GUIDE TO BENEFITS**  
**FOR**  
**COMMERCE BANK *WORLD ELITE MASTERCARD*<sup>®</sup> CARDHOLDERS**  
**TERMS & CONDITIONS**

**Important information. Please read and save.**

To file a claim or for more information on any of these services besides Travel Accident Insurance, call the MasterCard Assistance Center at 1-800-MC-ASSIST, or en Español: 1-800-633-4466.

To file a claim or for more information on Travel Accident Insurance, contact The Direct Marketing Group at 13265 Bedford Avenue, Omaha, NE 68164.

“Card” refers to Commerce Bank *World Elite MasterCard* card and “Cardholder” refers to a Commerce Bank *World Elite MasterCard* cardholder.

## TRIP CANCELLATION AND TRIP INTERRUPTION

### Evidence of Coverage

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of you, your, we, us, our, and words that appear in bold and Final Legal Disclosures CC-FLD (9.08).

#### A. To get coverage:

You must purchase the **trip** entirely with your **covered card** for you, or your **family member**, and your **traveling companions**. If redeemable certificates, vouchers, coupons, or discounts awarded from frequent flier programs are used to purchase the **trip**, any remaining charge for the **trip** must be purchased entirely with your **covered card**.

#### B. The kind of coverage you receive:

##### Trip Cancellation

We will reimburse you for any incurred **charge** if you are required to cancel the **trip**, prior to the **trip departure date**, due to a **covered reason**. You must cancel the **trip** with your **common carrier** as soon as the covered reason arises. You must also advise the **administrator** immediately, as we will not pay benefits for any additional charges incurred that would not been charged had you notified the **common carrier** and the claim **administrator** as soon as reasonably possible.

Covered reason is a **sickness, injury, or death** of you, your **family member**, or your **traveling companion**, which results in **medically imposed restrictions**.

##### Term of Coverage:

Coverage begins on the date the **trip** was purchased and ends on the **trip departure date**.

##### Coverage Limitations:

Coverage is limited to the lesser of the following:

- \$1,500 per any twelve (12) month period; or
- The original cost of the **common carrier** ticket for the **trip**.

Coverage is secondary to any other applicable insurance or benefit available to you including benefits provided by the **common carrier** (including, but not limited to, exchanged tickets, drop in ticket prices, goodwill payments, refunds, credits, or vouchers).

##### Trip Interruption

If the **trip** is interrupted for a covered reason, we will reimburse you for the travel on a **common carrier** to your **return destination** or to rejoin your **family members** or **travel companions** at their current location.

Covered reason is a **sickness, injury, or death** of you, your **family member**, or your **traveling companion**, which results in **medically imposed restrictions**.

##### Term of Coverage:

Coverage begins on the **trip departure date** and ends on the **trip completion date**.

##### Coverage Limitations:

Coverage is limited the lesser of the following:

- \$1,500 per any twelve (12) month period; or
- The lesser of: (i) any **charge**; (ii) one-half (½) the original cost of the **trip**; or (iii) the cost of an **economy fare** ticket.

Coverage is secondary to any other applicable insurance or benefit available to you including benefits provided by the **common carrier** (Including, but not limited to, exchanged tickets, drop in ticket prices, goodwill payments, refunds, credits, or vouchers).

### C. What is NOT covered:

- **Pre-existing medical conditions.**
- Intentionally self-inflicted injuries, including suicide or attempted suicide.
- War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not) civil war.
- Participation in any military maneuver or training exercise.
- Piloting or learning to pilot or acting as a member of the crew of any aircraft.
- Mental or emotional disorders, unless hospitalized.
- Participation in professional athletics or underwater activities.
- Being under the influence of drugs or intoxicants.
- Commission of or the attempt to commit a criminal act.
- Participating in bodily contact sports (ex. boxing); skydiving; hang gliding; parachuting; Mountaineering; any race; bungee cord jumping; or speed contest.
- Dental treatment except as a result of accidental injury to sound, natural teeth.
- Any non-emergency treatment or surgery, routine physical examinations.
- Hearing aids, eye glasses or contact lenses.
- Curtailment or delayed return for other than a **covered reason**.
- One-way travel that does not have a **return destination**.

### D. How to file a claim:

- Call 1-800-MC-ASSIST to request a claim form. You must report the claim within sixty (60) days of the failure or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days from the date of failure or the claim may not be honored:
  - Completed and signed claim form.
  - **Covered card** billing statement showing the charge for the covered trip.
  - Proof of a **covered reason** including the completed **physician's form**.
  - Copy of the cancellation policy of the **common carrier**.
  - Any other documentation that may be reasonably requested by us or our designated representative to validate a claim.

TCI-CC-EOC (9.08)

## SATISFACTION GUARANTEE COVERAGE

### Key Terms:

Throughout this document, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to Virginia Surety Company, Inc.

**Administrator** means Sedgwick Claims Management Services, Inc., you may contact the **administrator** if you have questions regarding this coverage or would like to make a claim. The **administrator** can be reached by 1-800-MC-ASSIST.

**Auction (online or live)** means a place or Internet site where items are sold through price bids, price quotes; or where prices fluctuate based on the number of people purchasing, or interested in purchasing a product. (Examples include, but are not limited to, Ebay, Ubid, Yahoo, public or private live auctions, etc.).

**Authorized User** means an individual who is authorized to make purchases on the **covered card** by the **cardholder** and is recorded by the Participating Organization on its records as being an **authorized user**.

**Cardholder** means the person who has been issued an account by Commerce Bank for the **covered card**.

**Covered card** means the Commerce Bank World Elite MasterCard card.

### A. To get coverage:

You must purchase the new item entirely with your **covered card** and/or accumulated points from your **covered card** for yourself or to give as a gift.

### B. The kind of coverage you receive:

- Purchases you make entirely with your **covered card** are covered for sixty (60) days from the date of purchase as indicated on your receipt for a full refund in the event that you are dissatisfied with your purchase and the store will not accept the item for return.
- Items you purchase with your **covered card** and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage.

### C. Coverage limitations:

Coverage is limited to the actual cost of the item (excluding taxes, storage, shipping, and handling costs), up to \$250 per claim. There is a maximum of four (4) claim(s) per cardholder per twelve (12) month period. In no event will we pay more than the purchase price of the item.

Items must be purchased from a store that provides a return or exchange policy of at least ten (10) days.

Items must be returned undamaged, in good working condition, and in its original and complete packaging. You are responsible for all mailing costs.

### D. What is NOT covered:

- Damaged, defective, or non-working items.

- Jewelry, art, used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Customized/personalized, rare, one of a kind, or special order items.
- Professional services, including workmanship, installation, professional advice/counseling, and technical support, or help line.
- Items purchased for resale, professional, or commercial use.
- Plants, shrubs, animals, pets, consumables, and perishables.
- All types of stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, audio cassettes).
- Motorized vehicles, including, but not limited, to automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare or precious metals, stamps, and coins, currency or its equivalent.
- Shipping charges, taxes, storage fees, postage, transportation and delivery charges; promised time frames of delivery.
- Products purchased at **auctions**.

#### **E. How to file a claim:**

Call 1-800-MC-ASSIST to request a claim form. You must report the claim within sixty (60) days of the date of purchase or the claim may not be honored.

- Submit the following documentation within one hundred and eighty (180) days of the date you report the claim:
  - Completed and signed claim form.
  - Receipt showing the purchased item(s).
  - Statement showing the purchased item(s).
  - Itemized purchase receipt(s).
  - Written documentation from the store manager or equivalent on store letterhead documenting the refusal to accept the returned item.
  - A copy of the store's return policy.
  - Any other documentation that may be reasonably requested by us or our designated representative to validate a claim.
  - You must send the item to us or our designated representative before any claim will be paid. Item must be returned in its original packaging along with the original owner's manuals and warranty information. You are responsible for all mailing or shipping costs to us or our designated representative. Items sent to us or our designated representative will not be returned to you.

SG-CC-NT (9.08)

## PURCHASE ASSURANCE COVERAGE

### Evidence of Coverage

Pursuant to the below terms and conditions, when you bought an item with your **covered card** is **damaged** or **stolen** within ninety (90) days of purchase, you may be eligible for benefits under this coverage.

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of you, your, we, us, our, and words that appear in bold and Final Legal Disclosures CC-FLD (9.08).

### A. To get coverage:

- You must purchase the new item entirely with your **covered card** and/or accumulated points from your **covered card** for yourself or to give as a gift.

### B. The kind of coverage you receive:

- Most items you purchase entirely with your **covered card** are covered if **damaged** or **stolen** for ninety (90) days from the date of purchase as indicated on your **covered card's** receipt.
- Items you purchase with your **covered card** and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage benefit.

### C. Coverage limitations:

- Coverage is limited to the lesser of the following:
  - The actual cost of the item (excluding delivery and transportation costs).
  - A maximum of \$1,000 per loss and a total of \$25,000 per cardholder account per twelve (12) month period.
- Purchases that are made up of a pair or set will be limited to the cost of repair or replacement of the specific item **stolen** or **damaged**. If the specific item cannot be replaced individually or repaired, the value of the pair or set will be covered not to exceed the limits above.
- Coverage for **stolen** or **damaged** jewelry or fine art will be limited to the actual purchase price as listed on your credit card statement, regardless of sentimental or appreciated market value.

### D. What is NOT covered:

- Items left in public sight, out of arm's reach, lacking care, custody or control by the **cardholder**.
- Lost items, and items that mysteriously disappear (the only proof of loss is unexplained or there is no physical evidence to show what happened to the item) without any evidence of a wrongful act.
- Items that are **stolen** from any location or place (including, but not limited to, exercise facilities, places of employment, schools, or places of worship) due to the lack of due diligence by you or another party.
- Items lost, **stolen**, **damaged**, or mis-delivered while under the care, custody, and control of another party or common carrier (including, but not limited to, airlines, the U.S. Postal Service, UPS, FedEx, or other delivery services).
- Losses due to normal wear and tear, misuse, gradual deterioration, and/or abuse.
- Losses resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Losses that cannot be verified or substantiated.
- Items covered by a manufacturer's recall or class action suit.
- Items that you **damage** through alteration (including, but not limited to, cutting, sawing, shaping).
- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- **Stolen** items without documented report from the police.
- Items that are **damaged** during transport via any mode.

- Items **stolen** from the interior or exterior of a watercraft/boat, aircraft, motorcycle, automobile or any other motor vehicles.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Motorized equipment not designed for transportation and used solely for the upkeep and maintenance of a residence is eligible for coverage. (including, but not limited to, snow thrower, lawn mowers, and hedge trimmers).
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare, or precious metals, stamps, and coins, currency or its equivalent.
- Losses caused by insects, animals, or pets.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Items purchased for resale, rental, professional, or commercial use.
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods, or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, computer programs, operating software, and other software.
- Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or **damage** by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Losses caused by liquids, fluids, oils, chemicals, or bodily fluids/excretions.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- Items **stolen** or **damaged** at a new home construction site.
- Rented, leased, or borrowed items for which you will be held responsible.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Interest or conversion fees that are charged to you on the **covered card** by the financial institution.

#### E. How to file a claim:

- Call the 1-800-MC-ASSIST to request a claim form. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the date you report the claim:
  - Completed and signed claim form.
  - Repair estimate for **damaged** item(s).
  - Photograph clearly showing **damage**, if applicable.
  - Receipt showing purchase of covered item(s).
  - Statement showing purchase of covered item(s).
  - Report from police listing any items **stolen**.
  - Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renter's, or auto insurance policy).
    - Any other documentation that may be reasonably requested by us or our designated representative to validate a claim.

PA-CC-EOC (9.08)

## EXTENDED WARRANTY

### Evidence of Coverage

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of you, your, we, us, our, and words that appear in bold and Final Legal Disclosures CC-FLD (9.08).

#### A. To get coverage:

- You must purchase the new item entirely with your **covered card** and/or accumulated points from your **covered card** for yourself or to give as a gift.
- The item must have an original manufacturer's (or U.S. store brand) warranty of twelve (12) months or less.

#### B. The kind of coverage you receive:

- Extended Warranty doubles the original manufacturer warranty up to a maximum of twelve (12) months on most items you purchase. For products with multiple warranty components, each warranty time period will be extended up to a maximum of twelve (12) months. Should you fail to properly register the original warranty as required by manufacturer, we will only double the actual warranty time period that you received from the manufacturer. An example of a product with multiple warranty components includes an appliance with original manufacturer's (or U.S. store brand) warranties that differ for parts, labor, compressor, etc.
- If you purchase a service contract or an optional extended warranty of twelve (12) months or less on your item, we will cover up to an additional twelve (12) months after both the original manufacturer's (or U.S. store brand) warranty and the purchased service contract or extended warranty coverage period end. If your service contract or extended warranty exceeds twelve (12) months, this coverage does not apply.
- If you do not have an additional service contract or an optional extended warranty, this Extended Warranty benefit commences the day after your original manufacturer's (or U.S. store brand) warranty expires.

#### C. Coverage limitations:

- The maximum benefit for repair or replacement shall not exceed the actual amount charged on your **covered card** or \$10,000, whichever is less.
- If either the original manufacturer's (or U.S. store brand) warranty or the service contract covers more than twelve (12) months, this benefits will not apply.
- We or our designated representative will decide if a covered failure will be repaired or replaced, or whether you will be reimbursed up to the amount paid for the item. Items will be replaced with those of like kind and quality. However, we cannot guarantee to match exact color, material, brand, size, or model.

#### D. What is NOT covered:

- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a manufacturer warranty (repair or replacement amount will not include market value at time of claim); recycled, previously owned, refurbished, rebuilt, or remanufactured items; product guarantees (e.g., glass breakage).
- Floor models that do not come with an original manufacturer warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Parts, if purchased separately, may be covered.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Professional Services (including, but not limited to, the performance or rendering of labor or

maintenance; repair or installation of products, goods or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals.)

- Application programs, operating software, and other software.
- All types of media with stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, film and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Indirect or direct damages resulting from a covered loss.
- Mechanical failure arising from product recalls.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband, illegal activity, or acts.
- Mechanical failures caused by normal wear and tear or gradual deterioration where no failure has occurred.
- Items purchased for resale, professional, or commercial use.
- Mechanical failures caused by lack of maintenance/service
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Physical damage to the item.
- Any exclusion listed in the original manufacturer's warranty.
- Interest or conversion fees that are charged to you on the **covered card** by the financial institution.

#### **E. How to file a claim:**

- Call 1-800-MC-ASSIST to request a claim form. You must report the claim within sixty (60) days of the failure or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days from the date of failure or the claim may not be honored:
  - Completed and signed claim form.
  - Receipt showing covered item(s).
  - Statement showing covered item(s).
  - Itemized purchase receipt(s).
  - Original manufacturer's (or U.S. store brand) warranty.
  - Service contract or optional extended warranty, if applicable.
  - Itemized repair estimate from a factory authorized service provider.
  - Any other documentation that may be reasonably requested by us or our designated representative to validate a claim.

EW-CC-EOC (9.08)

## MASTERRENTAL COVERAGE

### Evidence of Coverage

Pursuant to the below terms and conditions, when you rent a **vehicle** for thirty-one (31) consecutive days or less with your **covered card**, you are eligible for benefits under this coverage.

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of you, your, we, us, our, and words that appear in bold and Final Legal Disclosures\_CC-FLD (9.08).

### A. To get coverage:

You must initiate and then pay for the entire **rental agreement** (tax, gasoline, and airport fees are not considered rental charges) with your **covered card** and/or the accumulated points from your **covered card** at the time the **vehicle** is returned. If a rental company promotion/discount of any kind is initially applied toward payment of the rental **vehicle**, at least one (1) full day of rental must be billed to your **covered card**.

You must decline the optional collision/damage waiver (or similar coverage) offered by the rental company.

You must rent the **vehicle** in your own name and sign the **rental agreement**.

Your **rental agreement** must be for a rental period of no more than thirty-one (31) consecutive days. Rental periods that exceed or are intended to exceed thirty-one (31) consecutive days are not covered.

The rented **vehicle** must have a **MSRP** that does not exceed \$50,000 **USD**.

### B. The kind of coverage you receive:

We will pay for the following on a secondary basis:

- Physical damage and theft of the **vehicle**, not to exceed the limits outlined below.
- Reasonable loss of use charges imposed by the **vehicle** rental company for the period of time the rental vehicle is out of service. Loss of use charges must be substantiated by a location and class specific fleet utilization log.
- Towing charges to the nearest collision repair facility.

This coverage is not all-inclusive, which means it does not cover such things as personal injury, personal liability, or personal property. It does not cover you for any damages to other **vehicles** or property. It does not cover you for any injury to any party.

### C. Coordination of Benefits:

When MasterRental is provided on a secondary basis and a covered loss has occurred the order in which benefits are determined is as follows:

1. You or an **authorized driver's** primary auto insurance;
2. Collision/damage waiver provided to you by the rental agency
3. Any other collectible insurance;
4. The coverage provided under this **EOC**.

If you or an **authorized driver's** primary auto insurance or other coverage has made payments for a covered loss, we will cover your deductible and any other eligible amounts, described in Section B, not covered by the other insurance.

Note: In certain parts of the United States and Canada losses to rental **vehicles** that are covered by your personal vehicle insurance policy liability section may not be subject to a deductible, which means that you may not receive any benefits from this program. Contact your insurance provider for

full coverage details pertaining to your personal vehicle liability insurance policy (or similar coverage). If you have no other insurance or your insurance does not cover you in territories or countries outside of the United States, coverage is considered primary coverage.

#### **D. Who is covered:**

The **covered card** cardholder and those designated in the **rental agreement** as **authorized drivers**.

#### **E. Excluded rental vehicles:**

- All trucks, pickups, full-size vans mounted on truck chassis (including, but not limited to, Ford EconoVan), cargo vans, campers, off-road **vehicles**, and other recreational **vehicles**.
- All sport utility trucks. These are **vehicles** that have been or can be converted to an open, flat bed truck (including, but not limited to, Chevy Avalanche, GMC Envoy, and Cadillac Escalade EXT).
- Trailers, motorbikes, motorcycles, and any other **vehicle** having fewer than four (4) wheels.
- Antique **vehicles** (**vehicles** that are more than twenty (20) years old or have not been manufactured for at least ten (10) years), or limousines.
- Any rental **vehicle** that has a **MSRP** that exceeds \$50,000 **USD**.

#### **F. Where you are covered:**

Coverage is available worldwide.

Coverage is not available in countries where:

- This **EOC** is prohibited by that country's law; or
- The terms of the **EOC** are in conflict with the laws of that country.

#### **G. Coverage limitations:**

We will pay the lesser of the following:

- a) The actual repair amount;
- b) Wholesale market value less salvage and depreciation;
- c) The rental agencies purchase invoice less salvage and depreciation; or
- d) \$50,000 **USD**

In addition, coverage is limited to \$500 per incident for reasonable loss of use charges imposed by the **vehicle** rental company for the period of time the rental **vehicle** is out of service.

We will not pay for or duplicate the collision/damage waiver coverage offered by the rental agency.

#### **H. What is NOT covered:**

- Any personal item stolen from the interior or exterior of rental **vehicles**.
- **Vehicle** keys or portable Global Positioning Systems (GPS).
- **Vehicles** not rented by the cardholder or **authorized user** on the **covered card**.
- Any person not designated in the **rental agreement** as an **authorized driver**.
- Any obligations you assume other than that what is specifically covered under **rental agreement** or your primary **vehicle** insurance or other indemnity policy.
- Any violation of the written terms and conditions of the **rental agreement**.
- Any loss that occurs while driving under the influence of drugs or alcohol;
- Any loss associated with racing or reckless driving.
- Losses involving the theft of the rental **vehicle** when you or an **authorized driver** cannot produce the keys to the rental **vehicle** at the time of reporting the incident to police and/or rental agency, as a result of negligence.
- Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.
- Subsequent damages resulting from a failure to protect the rental **vehicle** from further damage.

- Blowouts or tire/rim damage that is not caused by theft or vandalism or is not a result of a **vehicle** collision causing tire or rim damage.
- Rental **vehicles** where collision/damage waiver coverage (or similar coverage) was accepted/purchased by you.
- Any damage that is of an intentional or non-accidental nature, caused by you or an **authorized driver** of the rental **vehicle**.
- Depreciation, diminishment of value, administrative, storage, or other fees charged by the vehicle rental company.
- **Vehicles** with a **rental agreement** that exceeds or is intended to exceed a rental period of thirty-one (31) consecutive days from a rental agency.
- Losses resulting from any kind of illegal activity.
- Damage sustained on any surface, other than a bound surface such as concrete or tarmac.
- Damage sustained on any road not regularly maintained by a municipal, state, or federal entity.
- Losses as a result of war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Any loss involving the rental **vehicle** being used for hire, for commercial use, or as a public or livery conveyance.
- Theft of, or damage to, unlocked or unsecured **vehicles**.
- Value-added tax, or similar tax, unless reimbursement of such tax is required by law.
- Loss of use charges imposed by the **vehicle** rental agency.
- Interest or conversion fees that are charged to you on the **covered card** by the financial institution.

#### I. How to file a claim:

- Call 1-800-MC-ASSIST to request a claim form. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- **You may choose to assign your benefits under this insurance program to the rental agency from which you rented your vehicle. Please contact the us or our designated representative for further details.**
- Submit the following documentation within one hundred and eighty (180) days of the incident or the claim will not be honored:
  - Completed and signed claim form.
  - Receipt showing the **vehicle** rental.
  - Statement showing the **vehicle** rental.
  - The rental agreement (front and back).
  - Copy of Your valid driver's license (front and back).
  - Copy of the declarations page of any primary **vehicle** insurance and other valid insurance or coverage.
  - Police report when the **vehicle** is stolen, vandalized (regardless of the damage), or involved in a collision that requires the **vehicle**; to be towed, in a multi-vehicle collision, or the **vehicle** is not drivable.
  - Itemized repair estimate from a factory authorized collision repair facility.
  - Copy of the **vehicle** rental company promotion/discount, if applicable.
  - Copy of the **vehicle** rental location class specific fleet utilization log, if loss of use charges are being claimed. You must secure this log from the rental agency.
  - Any other documentation that may be reasonably requested by us or our designated representative to validate a claim.

MR-CC-EOC (9.08)

## LOST OR DAMAGED LUGGAGE

### Evidence of Coverage

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of you, your, we, us, our, and words that appear in bold and Final Legal Disclosures CC-FLD (9.08).

### A. To get coverage:

You must pay the entire cost of the **common carrier** ticket(s) with your **covered card** and/or accumulated points from your **covered card**.

### B. The kind of coverage you receive:

- Reimbursement for the actual cost of repairing or replacing your checked or carry-on baggage and personal property contained therein that is **lost** or **damaged**.
- Coverage begins when the baggage is checked in or carried on to the **common carrier** by you. This includes curbside check in with facility-designated personnel.
- Coverage ends each time you regain possession of the **checked baggage** from, or carry the luggage off of the **common carrier** or twenty-four (24) hours after you depart from the **common carrier**, whichever comes first.
- Coverage is secondary to any other applicable insurance or coverage available to you including benefits provided by the **common carrier** (including, but not limited to, goodwill payments, refunds, credit/vouchers). Coverage is limited to only those amounts not covered by any other insurance or coverage, or **common carrier** benefits (including, but not limited to, goodwill payments, refunds, credit/vouchers).

### C. Coverage limitations:

Coverage is limited to the actual cost, up to \$1,500 per incident of repairing or replacing your checked and/or carry-on baggage and any personal property contained within. There is a maximum of two (2) claim(s) per twelve (12) month period.

### D. Where you are covered:

Coverage applies worldwide.

### E. What is NOT covered:

- Loss or damage of baggage or personal property for regularly scheduled short-distance travel under one hundred (100) miles.
- Loss or damage resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation, expropriation or detention by any government, public authority, or customs official; illegal activity or acts.
- Loss resulting from contamination by radioactive or hazardous substances, including mold.
- Sporting equipment or musical instruments, unless checked in as luggage with the **common carrier** and for which a claim check has been issued.
- Electronic equipment (including, but not limited to, laptops, PDAs, video/film cameras, or hearing aids).
- Eyeglasses, contact lenses, prosthetic devices, dentures, silverware, furs, household furniture, or documents (including, but not limited to, visas and IDs).
- Plants, shrubs, animals, consumables, and perishables.
- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare, or precious metals, stamps, and coins, currency or its equivalent.

- Jewelry, art, used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Defective material or workmanship, ordinary wear and tear or normal deterioration.
- Loss or damage not reported within the time period required, as stipulated in the claim procedure.
- Loss or damage where the **common carrier** completely denies a claim for checked and/or carry-on baggage.
- Items excluded under the **common carrier's** coverage (except **carry-on baggage**).
- Loss or damage where the **common carrier** pays the claim in full or repairs the damage.
- Interest or conversion fees that are charged to your **covered card** by the financial institution.

#### F. How to file a claim:

- Call the 1-800-MC-ASSIST to request a claim form. You must report the claim within sixty (60) days of the incident or the claim may not be honored.
- Report within twenty-four (24) hours any loss or damage to the **common carrier**.
- Submit the following documentation within one hundred and eighty (180) days of the date of incident or the claim may not be honored:
  - Completed and signed claim form.
  - Receipt showing the purchase of **common carrier** tickets.
  - Statement showing the purchase of **common carrier** tickets.
  - Copy of initial claim report submitted to the **common carrier**.
  - **Covered card** travel point program statement showing the **common carrier** ticket was paid for with redeemed points.
  - Report from police, if applicable.
  - The result of any settlement by the **common carrier**.
  - Receipts showing that your luggage or personal property has actually been repaired or replaced.
  - Any other documentation that may be reasonably requested by us or our designated representative to validate a claim.

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## IDENTITY THEFT RESOLUTION SERVICES

### What are Personal Identity Theft Resolution Services?

Personal Identity Theft Resolution Services provides you with access to a number of Identity Theft resolution services, should you believe you are a victim of Identity Theft.

### Who is eligible for this coverage?

To be eligible for this coverage, you must be a valid cardholder, whose name is embossed on an eligible Commerce Bank World Elite MasterCard, and who resides in the United States.

### How can I access these services?

Simply contact 888-531-1844 if you believe you have been a victim of Identity Theft.

### What are the services provided?

Services provided are on a 24-hour basis, 365 days a year. They include:

- Providing the cardholder with a uniform Identity Theft Affidavit and providing assistance with completion of the Affidavit. It is the responsibility of the cardholder to submit the Affidavit to the proper authorities, credit bureaus, and creditors.
- Notifying all three major credit reporting agencies to obtain a free credit report for the cardholder and placing an alert on the cardholder's record with the agencies.
- Assisting the cardholder with debit, credit and/or charge card replacement.
- Assisting cardholder with membership/affinity card replacement.
- Educating the cardholder on how Identity Theft can occur and of protective measures to avoid further occurrences.
- Providing the cardholder with the Identity Theft Resolution Kit.
- Providing the cardholder with sample letters for use in canceling checks, ATM cards, and other accounts.

### Is there a charge for these services?

No, your financial institution provides these to you at no extra cost.

### When are services not provided?

- When it is determined you have committed any dishonest, criminal, malicious, or fraudulent act.
- When your financial institution or card issuer, which provides this service, has investigated the event and deemed you are responsible for the charge or event.
- When any theft or unauthorized use of an account by a person to whom the account has been entrusted has been committed.

### Program provisions for personal identity theft services

This service applies only to you, the primary eligible Commerce Bank World Elite MasterCard cardholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the program.

The provider, Europ Assistance U.S.A., Inc., relies on the truth of statement made in the Affidavit or declaration from each cardholder. This service is provided to eligible Commerce Bank World Elite MasterCard cardholders at no additional cost and is in effect for acts occurring while the program is in effect. The terms and conditions contained in this program guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide mailings, statement inserts, or statement messages. MasterCard or your financial institution can cancel or non-renew these services, and if we do, we will notify you at least thirty (30) days in advance. If the Provider non-renews or cancels any services provided to eligible Commerce Bank World Elite MasterCard cardholders, you will be notified within 30-120 days before the expiration of the service agreement. In the event substantially similar coverage takes effect without interruption, no such notice is necessary. For general questions regarding these services, please contact 888-531-1844.

## MASTERASSIST TRAVEL ASSISTANCE SERVICES

Rely on Travel Assistance Services when you're away from home.

Travel Assistance Services is your guide to many important services you may need when traveling. Benefits are designed to assist you or your travel companions when you're traveling 50 miles or more from home.\* This is reassuring, especially when visiting a place for the first time or not speaking the language. For services, call 1-800-MCASSIST. Enrollment is automatic and the assistance service is free to cardholders. Please keep in mind that you will be responsible for the fees incurred for professional or emergency services requested of Travel Assistance Services (e.g., medical or legal bills).

*\* Travel Assistance Services are available worldwide, with the exception of those countries and territories which may be involved in an international or internal conflict, or in those countries and territories where the existing infrastructure is deemed inadequate to guarantee service. You may contact us prior to embarking on a covered trip to confirm whether or not services are available at your destination(s).*

### MasterTrip® Travel Assistance

- Before you begin your trip, MasterTrip provides information on travel requirements including documentation (visas, passports), immunizations or currency exchange rates. The exchange rate provided may differ from the exact rate that issuers use for transactions on your card. Information on exchange rates for items billed on your statement should be obtained from the financial institution that issued your card. MasterTrip will also help you locate any lost or stolen travel materials, including luggage. This is not an insurance policy for lost/stolen luggage and we do not reimburse you for a permanent loss.
- If you have a travel emergency and need cash, MasterTrip can arrange to transfer up to \$5,000 from a family member, friend, or business account.
- This service does not provide maps or information regarding road conditions.

### Travel Services Medical Assistance

- Provides a global referral network of general physicians, dentists, hospitals and pharmacies. We can also help you refill prescriptions with local pharmacists (subject to local laws).
- In the event of emergencies, a stateside physician or nurse can be contacted for consultation with the local medical staff and to monitor your condition. If you are hospitalized, we can arrange to have messages relayed home, transfer you to another facility if medically necessary, or have a family member or close friend brought to your bedside if you have been traveling alone (at cardholder's expense). If a tragedy occurs, we'll assist in securing travel arrangements for you and your travel companion(s).

### MasterLegal® Referral Service

- Provides you with English-speaking legal referrals or consults with appropriate embassies and consulates regarding your situation.
- Will assist in transfers up to \$5,000 in cash from a family member, friend or business to cover legal fees or to post bail. There is no charge for referral services; however, legal and bail fees are your responsibility.

## MASTER ROADASSIST® ROADSIDE SERVICE

(Available only when traveling in the 50 United States and the District of Columbia)

- If your car breaks down on the road, just call 1-800-MCASSIST and tell us where you are.
- We'll send someone to the rescue. This is not only reassuring, but it may also save you money because fees for many services (jump-starts, towing, gas delivery, and tire changes) are pre-negotiated. Road service fees will be automatically billed to your World MasterCard account.
- You are responsible for emergency road service charges incurred by towing facilities responding to your dispatch, even if you are not with your vehicle (or it's gone) when the tow truck arrives. MasterCard International is not responsible or liable for the service the towing facility provides. Towing facilities are independent contractors, solely liable for their services.
- Emergency road service is not available in areas not regularly traveled, in "off road" areas not accessible by ordinary towing vehicles, or for over one-ton capacity trailers, campers or vehicles-in-tow.
- If you have a rental car, be sure to call the rental car agency before you call 1-800-MCASSIST, as many rental agencies have special procedures regarding emergency road service assistance.

## FINAL LEGAL DISCLOSURE

This Final Legal Disclosure is not, by itself, a policy or contract of insurance or other contract.

Benefits are purchased and provided free to you, but non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

MasterRental, Purchase Assurance, Extended Warranty, Lost or Damaged Luggage and Trip Cancellation and Trip Interruption coverage is provided under a Group Policy of insurance issued by Virginia Surety Company, Inc. This Final Legal Disclosure is intended as a summary of benefits provided to you. The attached Key Terms and EOC and all the information about the insurance benefits listed in this Final Legal Disclosure is governed by the conditions, limitations, and exclusions of the Group Policy.

### Privacy Notice:

As the insurer of the **covered card** coverage described herein, Virginia Surety Company, Inc. ("VSC") collects personal information about you from the following sources: Information the insurer gathers from you, from your request for insurance coverage or other forms you furnish to the insurer, such as your name, address, telephone number, and information about your transactions with the insurer such as claims made and benefits paid. The insurer may disclose all information it collects, as described above, to companies that perform administrative or other services on our behalf solely in connection with the insurance coverage you have received. The insurer does not disclose any personal information about former insureds to anyone, except as required by law. The insurer restricts access to personal information about you to those employees who need to know that information in order to provide coverage to you. The insurer maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information. Should you have any questions about the insurance procedures or the information contained within your file, please contact the insurer by writing to:

Compliance Department  
Virginia Surety Company, Inc.  
175 West Jackson Blvd., Chicago, IL 60604

### Effective date of benefits:

Effective June 1, 2013, this Final Legal Disclosure replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change

the benefits and features of these programs at anytime. Notice will be provided for any changes.

**Cancellation:**

The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all **cardholders**. If the Policyholder does cancel these benefits, you will be notified at least sixty (60) days in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the 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.

**Benefits to you:**

These benefits apply only to the **cardholder** whose cards are issued by U.S. financial institutions. The United States is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the **cardholder** shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

**Transfer of rights or benefits:** No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim administrator for these benefits.

**Misrepresentation and Fraud:** Benefits shall be void if the **cardholder** has concealed or misrepresented any material facts concerning this coverage.

**Dispute Resolution - Arbitration:** This **EOC** requires binding arbitration if there is an unresolved dispute between You and VSC concerning this **EOC** (including the cost of, lack of or actual repair or replacement arising from a loss or breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this **EOC** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or VSC must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. You and VSC will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and VSC. Unless otherwise agreed to by You and VSC, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this **EOC**. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this **EOC** and all transactions contemplated by this **EOC**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **EOC**.

**Due Diligence:** All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

**Subrogation:** If payment is made under these benefits, the insurance company is entitled to recover

such amounts from other parties or persons. Any party or **cardholder** who receives payment under these benefits must transfer to the insurance company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from the **cardholder**.

**Salvage:** If an item is not repairable, the claim administrator may request that the **cardholder** or gift recipient send the item to the administrator for salvage at the **cardholder's** or gift recipient's expense. Failure to remit the requested item for salvage to the claim administrator may result in denial of the claim.

**Other Insurance.** Coverage is secondary to any other applicable insurance or indemnity available to You or a **Family Member**. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

Benefits listed in this Final Legal Disclosure are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt and/or possession of this Final Legal Disclosure does not guarantee coverage or coverage availability.

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## KEY TERMS

The following Key Terms apply to the following benefits: MasterRental, Purchase Assurance, Extended Warranty, Lost or Damaged Luggage and Trip Cancellation and Trip Interruption.

### Key Terms:

Throughout this document, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to Virginia Surety Company, Inc.

**Administrator** means Sedgwick Claims Management Services, Inc., you may contact the **administrator** if you have questions regarding this coverage or would like to make a claim. The **administrator** can be reached by phone at 1-800-MC-ASSIST.

**Authorized driver(s)** means a driver with a valid driver's license issued from their state of resident and indicated on the **rental agreement**.

**Authorized User** means an individual who is authorized to make purchases on the **covered card** by the **cardholder** and is recorded by the Participating Organization on its records as being an **authorized user**.

**Cardholder** means the person who has been issued an account by Commerce Bank for the **covered card**.

**Carry-on baggage** means suitcases or other containers specifically designated for carrying personal property, which are carried on board a **common carrier** by you.

**Charge** means any non-refundable cancellation or change fee imposed by the **common carrier**.

**Checked baggage** means suitcases or other containers specifically designated for carrying personal property, for which a claim check has been issued to you by a **common carrier**.

**Common carrier** means an air, land or water motorized transportation carrier operating under a regularly published schedule and current license as required by law for the conveyance of passengers. **Common carrier** does not include helicopters, taxis, rental cars, hired cars and private and contract carriers.

**Covered card** means the Commerce Bank World Elite MasterCard card.

**Damage** means items that can no longer perform the function they were intended to do in normal service due to broken parts, material or structural failures.

**Destination** means the place where you expect to travel on Your **trip** as indicated on Your **common carrier** ticket.

**Domestic partner** means an unmarried person in an intimate, committed relationship of mutual caring. They must share responsibility for basic living expenses with you. They must be at least eighteen (18) years old and not currently married and/or committed to another person.

**Economy fare** means the lowest published rate for the most direct one-way ticket on the **common carrier** used for your **trip**.

**Evidence of Coverage (EOC)** means The document describe the terms, conditions, and exclusions. The **EOC**, Key Terms, and Final Legal Disclosures are the entire agreement between You and Us.

Representations or promises made by anyone that are not contained in the **EOC**, Key Terms, or Final Legal Disclosures are not a part of your coverage.

**Family member** means the spouse or **domestic partner** of you. It includes unmarried children of you under [nineteen (19)] years of age. It also includes unmarried children under twenty-three (23) years of age if a full-time student at an accredited college or university.

**Injury** means bodily injury caused by an accident that occurs while You are covered under this program, and results directly and independently of all other causes of loss. The **injury** must be verified by a **physician**.

**Lost** means luggage (including personal property contained within) that is missing for 10 consecutive days and whose whereabouts are unknown to you or the **common carrier**.

**Manufacturer suggested retail price (MSRP)** means the purchase price of the vehicle or the value of the vehicle based on the National Automobile Dealers Association website at [www.nada.com](http://www.nada.com) or similar source.

**Medically imposed restrictions** means a restriction certified by Your **physician** prohibiting You from traveling on a **common carrier**.

**Physician** means a licensed medical, surgical, or dental practitioner acting within the scope of his or her license. The treating **physician** may not be You, Your **family member**, a **traveling companion**, or related to You by blood.

**Pre-existing medical condition** means any condition resulting from any **injury** or **sickness** affecting You, a **traveling companion**, or a **Family Member** traveling with You within the sixty (60) day period prior to the purchase date of Your **trip**. The condition must have (a) first manifested itself or exhibited symptoms which would have caused one to seek diagnosis, care, or treatment; (b) required taking prescribed drugs or medicine; or (c) required medical treatment or treatment was recommended by a **physician**. Taking maintenance medications for a condition that is considered stable shall not be included as a **pre-existing medical condition**.

**Rental agreement** means the entire agreement or contract that you receive when renting a **vehicle** from a **vehicle** rental agency that describes in full all of the terms and conditions of the rental, as well as the responsibility of all parties under the **rental agreement**.

**Return destination** means the place to which You expect to return from Your **trip** as indicated on Your **common carrier** ticket.

**Sickness** means an illness or disease that is diagnosed or treated by a **physician**.

**Stolen** means items that are taken by force and/or under duress or the disappearance of the item from a known place under circumstances that would indicate the probability of theft.

**Traveling companion** means any individual(s) with whom you have arranged to travel on the same **trip** with the same itinerary and for which the cost of **trip** was charged with your covered card.

**Trip** means a scheduled period of travel with a **destination** and **return destination** away from your primary residence using a **common carrier**.

**Trip completion date** means the date on which you are scheduled to return to the **return destination**.

**Trip departure date** means the date on which you are originally scheduled to leave on Your **trip**.

**United States Dollars (USD)** means the currency of the United States of America.

**Vehicle** means a land motor vehicle with four wheels that is designed for use on public roads and intended for use on a bound surface such as concrete and tarmac. This includes minivans and sport utility vehicles that are designed to accommodate less than nine (9) passengers.

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## \$250,000 WORLDWIDE AUTOMATIC TRAVEL ACCIDENT INSURANCE

**Underwritten by:**  
**Federal Insurance Company,**  
a member insurer of  
the Chubb Group of Insurance Companies  
15 Mountain View Road, PO Box 1615  
Warren, NJ 07061-1615

**Administered by:**  
The Direct Marketing Group, Inc.  
13265 Bedford Avenue  
Omaha, NE 68164

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### **Important Notice - Please Read this Description of Coverage Carefully**

As a handy reference guide, please read this document 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, 6404-62-48.

**POLICYHOLDER:** Commerce Bank  
**GROUP POLICY NO.:** 6404-62-48

### **Effective Date of Insurance**

Insurance becomes effective on the latest of 1) the effective date of the policy which is December 1, 2012, 2) the date on which a person first meets the eligibility criteria, or 3) the beginning of the period for which required premium is paid.

### **Date Insurance Ends**

Insurance will end at the earliest of: 1) the date the group policy ends, 2) the end of the period for which required premium has been paid for an Insured Person's insurance, or 3) the date on which an Insured Person ceases to meet the eligibility criteria.

### **The Plan**

As a Visa® or MasterCard® cardholder, of Commerce Bank, you, your spouse, and your unmarried dependent children will be automatically insured against accidental loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any licensed common carrier, provided the entire cost of the passenger fare(s), less redeemable certificates, vouchers or coupons, has been charged to your Visa or MasterCard account. If the entire cost of the passenger fare has been charged to your Visa or MasterCard account prior to departure from the airport, terminal or station, coverage is also provided for the common carrier travel (including taxi, bus, train or airport limousine, but not including courtesy transportation provided without a specific charge), immediately, a) preceding your departure, directly to the airport, terminal or station, b) while at the airport, terminal or station, and c) immediately following your arrival at the airport, terminal or stations of your destination. If the entire cost of the passenger fare has not been charged prior to your arrival at the airport, terminal or station, coverage begins at the time the entire cost of the travel passenger fare is charged to your Visa or MasterCard account.

### **Eligibility**

This travel insurance plan is provided to Visa or MasterCard cardholders, of Commerce Bank, automatically when the entire cost of the passenger fare(s) is charged to your Visa or MasterCard account while the insurance is effective. It is not necessary for you to notify Commerce Bank, the administrator or the Insurance Company when tickets are purchased.

## The Cost

This travel insurance plan is provided at no additional cost to eligible Visa or MasterCard cardholders of Commerce Bank. Commerce Bank pays the account holder's premium.

## Beneficiary

The Loss of life benefit will be paid to the beneficiary designated by the insured. If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order: a) the Insured's spouse, b) the Insured's children, c) the Insured's parents d) the Insured's brothers and sisters, e) the Insured's estate. All other indemnities will be paid to the Insured.

## The Benefits

The full Benefit Amount is payable for accidental loss of life, two or more Members, sight of both eyes, speech and hearing or any combination thereof. One half of the Benefit Amount is payable for accidental loss of: one member, sight of one eye, speech or hearing. "Member" means hand or foot. One quarter of the Benefit Amount is payable for the accidental loss of the thumb and index finger of the same hand. "Loss" means, with respect to a hand, complete severance through or above the knuckle joints of at least 4 fingers on the same hand; with respect to a foot, complete severance through or above the ankle joint. The Company will consider it a loss of hand or foot even if they are later reattached. "Benefit Amount" means the loss amount applicable at the time the entire cost of the passenger fare is charged to a Visa or MasterCard account. The accident must result from a covered hazard and occur during the policy period. The loss must occur within one year of the accident. The Company will pay the single largest applicable Benefit Amount. In no event will duplicate request forms or multiple charge cards obligate the Insurance Company in excess of the stated Benefit Amounts for any one loss sustained by any one Individual Insured as the result of any one accident.

In the event of multiple accidental deaths per credit card account arising from any one accident, the Company's liability for all such losses will be subject to a maximum limit of insurance equal to two times the Benefit Amount for loss of life. Benefits will be proportionately divided among the Insured Persons up to the maximum limit of insurance.

## Extensions of Insurance

**Disappearance:** If an Insured Person has not been found within one (1) year of the disappearance, stranding, sinking or wrecking of any Conveyance in which an Insured Person was an occupant at the time of the Accident, then it will be assumed, subject to all other terms and conditions of this policy, that an Insured Person has suffered Loss of Life insured under this policy.

**Exposure:** If an Accident resulting from an insured Hazard causes an Insured Person to be unavoidably exposed to the elements and as a result of such exposure an Insured Person has a Loss, then such Loss will be insured under this policy.

## Exclusions

This insurance does not cover loss resulting from: 1) an Insured's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection (except bacterial infection caused by an accident or from accidental consumption of a substance contaminated by bacteria), or bodily malfunctions; 2) suicide, attempted suicide or intentionally self-inflicted injuries; 3) declared or undeclared war, but war does not include acts of terrorism. This insurance also does not apply to an accident occurring while an Insured is in, entering, or exiting any aircraft while acting or training as a pilot or crew member, but this exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency. This coverage does not include commutation which is defined as travel between the Insured Person's residence and regular place of employment.

## Definitions

**Accident or Accidental** means a sudden, unforeseen, and unexpected event happening by chance. **Loss of Foot** means the complete severance through or above the ankle joint. We will consider it a Loss of Foot even if the foot is later reattached. **Loss of Hand** means complete severance through or above the knuckle joints of at least 4 fingers on the same hand or at least 3 fingers and the thumb on the same hand. We will consider it a Loss of Hand even if the fingers and/or thumb are later reattached. **Loss of Hearing** means the permanent and irrecoverable Loss of Hearing in both ears, as determined by a Physician. **Loss of Life** means death, including clinical death determined by the local governing medical authorities.

**Loss of Sight of an Eye** means the permanent loss of vision in one eye. Remaining vision must be no better than 20/200 using a corrective aid or device as determined by a Physician. **Loss of Speech** means the permanent and irrecoverable total loss of the capability of speech without the aid of mechanical devices, as determined by a Physician. **Loss of Thumb and Index Finger** means complete severance through or above the knuckle joints of the thumb and index finger of the same hand. We will consider it a Loss of Thumb and Index Finger even if one or both are later reattached.

**War** means: 1). hostilities following a declaration of War by a government authority; 2). if there is no declaration of War, then armed, open and continuous hostilities between two countries; or 3). armed, open and continuous hostilities between two factions, each in control of territory, or claiming jurisdiction over the site of the area of hostility. **Account** means credit card accounts, debit card accounts, savings and checking accounts issued by the Policyholder. **Physician** means a person who is licensed as a medical doctor or a doctor of osteopathy by the laws of the jurisdiction in which treatment is given and who is qualified to provide the medical treatment. A Physician does not include a family member of the Insured Person, a social worker, a physical therapist or an intern. **Common Carrier** means any licensed land, water or air conveyance operated by those whose occupation or business is the transportation of persons or things without discrimination and for hire. **Commutation** means travel between the Insured Person's residence and regular place of employment. **Covered Trip** means travel on a Common Carrier when the entire cost of the passenger fare for such transportation, less redeemable certificates, vouchers or coupons, has been charged to an Insured Person's Account issued by the Policyholder. **Dependent Child or Children** means those children, including adopted children and those children placed for adoption, who are primarily dependent upon the Insured Person for maintenance and support, and who are: 1) under the age of nineteen (19) and reside with the Insured Person; or 2) beyond the age of nineteen (19), 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. **Insured Person** With respect to the Financial Services Common Carrier Hazard only, **Insured Person** means the individual or entity to whom the Policyholder has issued an Account, as well as authorized users of the Account registered with the Policyholder. Insured Person also means the Insured Person's spouse and Dependent Children.

## Claim Provisions

**Claim Notice**: Written Notice of Claim must be given to us or any of our appointed agents or brokers within twenty (20) days after the occurrence or commencement of any Loss covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the Insured Person and Policyholder. Failure to give Notice of Claim within twenty (20) days will not invalidate or reduce any claim if notice is given as soon as reasonably possible. **Claim Forms**: When we receive notice of a claim we will send the Insured Person or the Insured Person's designee, within fifteen (15) days, forms for giving us Proof of Loss. If the Insured Person or the Insured Person's designee does not receive the forms, the Insured Person or the Insured Person's designee should send us a written description of the Loss. This written description should include information covering the occurrence, character and extent of the Loss for which claim is made. **Claim Proof of Loss**: For claims involving disability, written Proof of Loss must be given to us within ninety (90) days after commencement of the period for which we are liable. Subsequent written proof of the continuance of such disability must be given to us at such intervals as we may reasonably require. Failure to give written Proof of Loss within these time frames will not invalidate or reduce any claim if notice is given as soon as reasonably possible, and in no event, except in cases where the claimant lacks legal capacity, later than one (1) year after the

deadline to submit written Proof of Loss. For all claims except those involving disability, written Proof of Loss must be given to us within ninety (90) days after the date of Loss, or as soon as reasonably possible.

### **How to File a Claim**

To obtain a claim form contact the Claim Administrator, Crawford and Company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Crawford and Company, P.O. Box 4090, Atlanta, GA 30302. PHONE NUMBER 855-830-3719. FAX NUMBER 855-830-3728.

### **Governing Jurisdiction and Conformance with Statutes**

Any terms of this Description of Coverage which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this Description of Coverage is delivered are amended to conform to the statutes, laws or regulations of the jurisdiction.