

## Diners Club® Corporate Card System

# Guide to Insurance and Other Benefits Terms & Conditions



### Important information. Please read and save.

Please read this document and keep it in a safe place with your other insurance documents.

This Diners Club® Corporate Card Guide to Insurance and Other Benefits Terms & Conditions describes some of the valuable benefits and services, as well as the insurance terms and conditions made available to you by Diners Club under its Corporate Card insurance program. This Guide applies to travel and retail purchases made using the Diners Club Corporate Card with the MasterCard Mark on or after April 25, 2005, and supersedes any previous Guide or program. For your specific benefit levels, please check with your Program Manager.

To file a claim or for more information on Travel Accident Insurance, call 1 800 2 DINERS.

To file a claim or for more information on Excess Baggage Insurance, call 1 800 613.5975.

To file a claim or for more information on Primary Collision Damage Waiver, Purchase Assurance, Extended Warranty, or RoadAssist, call 1 877 764.3576.

Note to Program Managers: Benefits for Purchase Assurance® and Extended Warranty are paid to the Cardmember. Any assignment of benefits or reimbursements must be handled between the Organization and the individual Cardmember.

### \$350,000 Travel Accident Insurance

#### THE PROGRAM

As a Diners Club Corporate Cardmember<sup>1</sup>, you, your legal spouse and your dependent children or authorized travelers (herein collectively called "Insured Persons") will each be insured automatically against injuries that are the sole cause of accidental death or accidental dismemberment while riding as a passenger in or on, (including getting in or out of, or on or off of), any scheduled air carrier, land, or water motorized conveyance operated under a license for the transportation of passengers for hire for which a ticket has been obtained (herein called Common Carrier). Common Carrier will not mean cruise ships at sea more than 12 consecutive hours or any conveyance that is hired or used for a sport, gamesmanship, contest and/or recreational activity, regardless if such conveyance is licensed, such as, but not limited to, race cars, bob sleds, hunting vehicles, and boat cruises operating beyond 12 hours. The ticket must have been charged to your Diners Club Card to an Account that is active and in good standing, or to a member's organization's Diners Club Card (provided the person traveling is an authorized traveler on the Account and the Account is active and in good standing). For Diners Club Corporate Cardmembers, their legal spouses and their dependent children or authorized travelers, coverage will extend to frequent flyer tickets or other non-revenue tickets and charter flight tickets for use on a Common Carrier. Frequent flyer and non-revenue tickets must be redeemed by 1) the Corporate Cardmember; or 2) an authorized agent of the designated organization for use by a Corporate Cardmember or authorized traveler of the designated organization.

If the ticket(s) has been purchased or issued prior to departure for the station, terminal, or airport, coverage is provided while the Insured Person is riding as a passenger in or on (including getting in or out of, or on or off of) any transportation system licensed for the transportation of passengers for hire, other than an air conveyance, but including taxi, bus, train or hotel/rental company courtesy van, (herein called Public Conveyance) while the Insured Person is traveling directly to the station, terminal, or airport immediately before departure, or directly from the station, terminal or airport immediately after arrival, on any Common Carrier. Once the ticket is purchased or issued, coverage is also provided while the Insured Person is at the station, terminal or airport immediately before departure or after arrival on a Common Carrier.

Coverage is effective on the following: 1) when you board any Public Conveyance while traveling directly to the station, terminal or airport immediately before departure on the Common Carrier if the Common Carrier ticket is purchased prior to boarding the Public Conveyance; or 2) when you arrive at the station, terminal or airport immediately before departure on the Common Carrier if the Common Carrier ticket is purchased prior to leaving for the station, terminal or airport and you travel directly to the station, terminal or airport on other than a Public Conveyance; or 3) upon purchase of the Common Carrier ticket if such ticket is purchased at the station, terminal or airport immediately before departure on the Common Carrier.

Coverage ends on the following: 1) when you depart from the station, terminal or airport immediately after arrival on the Common Carrier if you do not depart on a Public Conveyance; or 2) when you alight from a Public Conveyance after departing from the station, terminal or airport immediately after arrival on the Common Carrier.

#### THE COST

This travel accident insurance program is provided at no additional cost to eligible Diners Club Corporate Cardmembers, their legal spouses, and their dependent children or authorized travelers (under Policy 9023626 issued by National Union Fire Insurance Company of Pittsburgh, PA, a member company of American International Group, Inc.). The premium is paid out of revenue from the Account.

#### BENEFICIARY

The death benefit will be paid to a designated beneficiary. However, if no beneficiary is designated, it will be paid, in equal shares, to the survivors in the first surviving class of those that follow: your or an authorized traveler's: 1) spouse; 2) children; 3) parents; 4) brothers and sisters, or 5) estate. You will be the beneficiary for your legal spouse, and dependent children. Beneficiary Cards can be requested by calling 1 800 538.4077.

#### BENEFITS

The benefits provided for each Eligible Person are \$350,000 for accidental loss of life, two or more members, or speech and hearing in both ears, or \$175,000 for loss of one member, or speech or hearing in both ears; or \$87,500 for the loss of the thumb and index finger of the same hand. "Member" means a hand, foot or eye. Loss must occur within one year from the date of accident that caused the injury. "Loss" shall mean, with respect to hand or foot, complete severance through or above the wrist or ankle joint; with respect to sight of an eye, total and irrecoverable loss of the entire sight in that eye; with respect to hearing in an ear, total and irrecoverable loss of the entire ability to hear in that ear; with respect to speech, total and irrecoverable loss of the entire ability to speak; and with respect to thumb and index finger, complete severance through or above the metacarpophalangeal joint of both digits. Only one amount, the largest, will be paid for any losses resulting from one accident. In no event will more than one Card or Account, or charges to more than one Card or Account, issued by Citibank USA, N.A. and for which Citicorp Diners Club Inc. is a service provider, obligate payment in excess of the greater of the stated benefits for any one such loss sustained by any one individual Insured Person as a result of any one accident. **This is an accident only Policy and it does not pay benefits for loss from sickness or disease. Notice to Florida Residents: The benefits of this Policy providing your coverage are governed primarily by laws other than the State of Florida.**

Injury means bodily injury caused by an accident that: 1) occurs while coverage is in force as to the person whose injury is the basis of claim; 2) occurs under the circumstances described herein as applicable to such person; and 3) results directly and independently of all other causes in a covered loss.

**Note:** Maximum Accidental Death and Dismemberment benefits for any one single accident are limited to a \$20,000,000 aggregate for all Insured Persons combined. Any reduction of benefits necessary to comply with this limitation will be made in accordance with Policy provisions.

#### EXCLUSIONS

This program does not cover any loss caused by or resulting from any of the following: 1) suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury; 2) sickness, disease or infections of any kind, except bacterial infections due to Injury, botulism or ptomaine poisoning; 3) travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, whether as a passenger, pilot, or crew member, except as expressly provided; 4) declared or undeclared war, or any act of declared or undeclared war; 5) tickets issued, used or obtained in a fraudulent manner.

#### CLAIMS

To file a claim under this program, call 1 800 2 DINERS (1 800 234.6377) or, outside the U.S., call collect 702 869.4927. Claim forms and instructions for filing will be furnished upon request. Written notice of claim must be given to the Company within **90 days** after the occurrence of any covered loss, or as soon thereafter as is reasonably possible.

#### EFFECTIVE AND TERMINATION DATE

Your insurance under this program is effective on the later of: 1) 12:01 a.m. Standard Time on April 25, 2005; or 2) the date you become an Eligible Person. Your insurance under this program will cease on the earliest of: 1) the date the Policy is terminated (in which case you will be notified by Diners Club); or 2) the date you cease to be an Eligible Person; or 3) on the date the Diners Club Corporate Card Account ceases to be in good standing.

This Description of Coverage (Form Number C12250, C12250MO for SC residents) is not a contract of insurance but is simply an informative statement to eligible Cardmembers of the principal provisions of the insurance while in effect. Complete provisions pertaining to this program of insurance are contained in the Policy # 9023626 issued by National Union Fire Insurance Company of Pittsburgh, PA, a member of American International Group, Inc. If a statement in this Description of Coverage and any provision in the Policy differ, the Policy will govern.

**Program Underwritten by:** National Union Fire Insurance Company  
of Pittsburgh, PA, a member company of  
American International Group, Inc.  
70 Pine Street  
New York, NY 10270

**Program Administrator:** Cardwell Agency  
PO. Box 5725  
Glen Allen, VA 23058-5725

This Description of Coverage replaces any and all Descriptions of Coverage previously issued to you with respect to the insurance described herein.

#### **SUPPLEMENTAL AIR TRAVEL INSURANCE**

For information regarding additional Air Travel Accident Insurance coverage please call 1 800 627.4678.

- 1 "Cardmember" "you" or "your" means those individuals who have been issued a Diners Club Corporate Card by Citibank USA, N.A. and for which Citicorp Diners Club Inc. is a service provider under its Corporate Card programs. Other Eligible Persons include a Cardmember's respective legal spouse; unmarried children, including natural children from the moment of birth, step or foster children, or adopted children, under age 19 (25 if attending an accredited institution for higher learning on a full time basis) and primarily dependent on you for support and maintenance; and authorized travelers (those persons traveling at your request whose tickets are charged to your Diners Club Corporate Card).
- 2 For MO and SC residents, Exclusion 1 will read: suicide or any attempt at suicide, while sane, or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury.
- 3 For MO and SC residents, Exclusion 2 will read: sickness, disease or infections of any kind, except bacterial infections due to accidental ingestion of contaminated substances or pyogenic infections that result from an injury.

### **\$1,250 Excess Baggage Insurance**

#### **THE PLAN**

As a Diners Club Corporate Cardmember<sup>1</sup>, you automatically have coverage for theft, loss or damage of baggage and personal effects contained therein, provided your Common Carrier fare has been charged to your Diners Club Corporate Account. Coverage commences when the baggage is checked in or carried on to the Common Carrier<sup>2</sup> by the Cardmember (includes curbside check-in with facility designated personnel). Coverage ceases when the baggage is checked out or carried from the Common Carrier by the Cardmember (includes curbside check-out with facility designated personnel). Coverage applies only when the fare for that Common Carrier has been charged to your Diners Club Corporate Account or when you redeem free or frequent flyer Tickets. Coverage is not provided for the temporary replacement of items prior to the baggage being returned or the Common Carrier declaring baggage lost or stolen. Only one Insured Person may claim the contents of any single piece of Covered Baggage.

#### **ELIGIBILITY**

Baggage Reimbursement coverage is provided to Diners Club Corporate Cardmembers automatically when their Common Carrier fare has been charged to their Diners Club Corporate Accounts. Cardmembers must contact CISI and submit a signed and fully completed claim form within 90 days from the date of theft, loss or damage. In order to be eligible for coverage, you must file a claim with the Common Carrier and submit a copy of the Common Carrier claim resolution along with the other supporting documents outlined in the Claim Procedure.

#### **THE COST**

This coverage is provided at no additional cost to eligible Diners Club Corporate Cardmembers under a Master Policy issued by the Triton Insurance Company. The premium is paid out of revenue from the Account.

#### **BENEFITS**

The coverage provided is secondary and shall be in excess of all other Common Carrier indemnity coverage available to the Cardmember. Coverage is subject to a total limit of \$1,250, but in no event will coverage exceed the total amount claimed with the Common Carrier, per Insured Person, per occurrence. Payment is based on the actual replacement cost of any lost, stolen or damaged article without deduction for depreciation provided the article is actually replaced. The replacement cost of any Covered Baggage will not exceed the total amount of the original purchase. If it is not replaced, payment is based on the actual cash value of the article at the time of theft, loss or damage.

#### **EXCLUSIONS**

Property not covered: a) animals; b) automobiles and automobile equipment, motorcycles, gasoline and electrical free-standing motors; c) bicycles (except when checked with a Common Carrier); d) aircraft, boats or any other vehicles or motorized conveyances; e) eyeglasses, contact lenses, other eyewear or eye appliances, artificial teeth and limbs; f) Tickets, keys, money, securities, credit cards, visas and other valuable documents; g) property shipped prior to your trip departure; h) more than \$1,000 in aggregate for all jewelry, gems, furs, cameras and camera equipment, skis and ski equipment, sports equipment, golf clubs, radios and other personal electronic items; i) purses, fanny packs, money belts and other similar containers, and property carried in such containers; and j) property of Cardmember's employer including but not limited to laptop computers and audio visual equipment; k) any item which was not considered in the Common Carrier's claim resolution; and l) any item which is carried on to a Common Carrier and left behind.

This Policy does not insure against: 1) defective materials or workmanship, ordinary wear and tear or normal deterioration; 2) confiscation, expropriation or detention by any government, public authority, customs or other officials; 3) losses resulting from war, invasion, act of foreign enemy, hostilities whether war is declared or not, civil rebellion, revolution, insurrection or military seizure of power; 4) contamination by nuclear fuel or waste or contamination from the combustion of nuclear fuels; 5) loss of baggage or personal property lost, stolen or damaged during Commutation Travel<sup>3</sup>; 6) losses not reported within the time period provided, as stipulated in "Claim Procedure"; or 7) any loss where the Cardmember has not complied with the Common Carrier claim reporting procedures (including time requirements).

#### **EFFECTIVE DATE**

This plan is in effect January 1, 2000 and will cease on the date the insurance coverage terminates (in which case you will be notified by Diners Club) or on the date your Diners Club Corporate Account ceases to be in good standing, whichever comes first.

#### **CLAIM PROCEDURE**

To file a claim, you must contact Citicorp Insurance Services, Inc. (CISI) to request a claim form. The completed claims form must be received by CISI within 90 calendar days from the date of the damage or loss to qualify for consideration as a valid claim. If the claim is not submitted during the 90 days time period, it will not be considered for payment. A copy of all necessary documents should accompany the claim form and be submitted to:

Citicorp Insurance Services, Inc. (CISI)  
PO. Box 901024  
Fort Worth, TX 76101  
1 800 613.5975

When submitting a claim for Excess Baggage, the following documentation must be included:

1. Signed and fully completed claim form.
2. Copy of the Diners Club Corporate charge/fare receipt for the Common Carrier.
3. Copy of the initial claim report submitted to the Common Carrier including a list of claimed items, their dates of purchase and purchase amounts.
4. The result of any settlement by the licensed Common Carrier.
5. Evidence that the property has been replaced if replacement cost is claimed; otherwise, covered claims will be settled at the actual cash value at the time of loss.
6. Copies of any available original receipts.
7. Any claim for items stolen from baggage (if baggage has been recovered or was not lost) must be accompanied by either a police report or airline or Common Carrier security report.

Please file your claim with CISI at the same time you file with the Carrier in order to ensure that your claim is received by CISI within 90 days of the date of damage or loss. If all items listed above are not available to include with your claim form, please send in the fully completed and signed form to CISI within the 90-day period and provide the other items as soon as possible. As a condition precedent to coverage under this program, the completed claim form must be received by CISI within 90 days of the loss or damage. Supporting documents, if temporarily unavailable, may be supplied later as long as a valid claim has been filed within the 90 day time period. All supporting documentation must be submitted within six months from the date of loss, accident or damage.

For additional information and help, please contact CISI 24 hours a day, at 1 800 613.5975 or, outside the U.S., call collect 817 348.7166.

This Description of Coverage for Excess Baggage coverage is not a contract of insurance but is simply an informative statement to eligible Cardmembers of the principal provisions of the insurance while in effect. Complete provisions pertaining to Excess Baggage coverage are contained in the Master Policies. If a statement in these Descriptions of Coverage and any provision in the policies differ, the applicable Policy will govern. This Description of Coverage, and the Terms and Conditions of the applicable Master Policy, shall govern all decisions with respect to coverage for, and payment of, claims.

**INSURER:** Triton Insurance Company  
3001 Meacham Blvd, Suite 200  
Fort Worth, TX 76137

**PLAN ADMINISTRATOR:** Citicorp Insurance Services, Inc. (CISI)  
PO. Box 901024  
Fort Worth, TX 76101  
1 800 613.5975

This Description of Coverage replaces any and all Descriptions of Coverage previously issued with respect to the insurance described herein.

- 1 "Cardmember," "you," or "your" means those individuals who are in the employ of a designated organization and have been issued a Diners Club Corporate Card by Citibank USA, N.A. under its corporate or company card program. This also includes those individuals' respective legal spouse; unmarried dependent children under age 19 (25 if attending an accredited institution for higher learning on a full time basis) and authorized travelers. An authorized traveler is any business associate of the Cardmember authorized by the Cardmember's employer to be traveling with the Cardmember. In the event of a loss, it will be necessary for the Cardmember's employer to furnish written approval of the traveler.
- 2 "Common Carrier" means a regularly scheduled conveyance Common Carrier licensed to carry passengers for hire (airplane, train, ship, etc.)
- 3 Travel between residence and usual place of employment of the Cardmember.

### Primary Collision Damage Waiver Coverage

Diners Club Corporate Cardmembers can benefit from the security and safety offered through Primary Collision Damage Waiver Coverage. If you rent a vehicle for 45 consecutive days or less with your Diners Club Corporate Card, you may be eligible for benefits under this coverage. Primary Collision Damage Waiver Coverage is an insurance program.

#### Key terms:

- **You or Yours** means Diners Club Corporate Cardmember.

#### To get coverage:

- You must initiate and pay for the entire rental agreement/contract (tax, gasoline, and airport fees are not considered rental charges) with your Diners Club Corporate Card. If a rental agency promotion/discount of any kind is initially applied toward payment of the rental vehicle, at least one (1) day of rental must be billed to your Diners Club Corporate Card.
- You must decline the Collision/Damage Waiver offered by the vehicle rental agency.
- You must rent the vehicle in your own name and sign the vehicle rental agreement/contract.
- Your rental agreement/contract must be for a rental period of 45 consecutive days or less. Rental periods that exceed or are intended to exceed 45 consecutive days are not covered.
- You must rent a vehicle (including minivans and sport utility vehicles that are designed to accommodate nine passengers or fewer) that is intended for bound surfaces, such as concrete and tarmac. Rented vehicles must have a manufacturer's suggested retail price that does not exceed \$75,000 USD.

#### The kind of coverage you receive:

- Primary Collision Damage Waiver Coverage will pay for covered damages on a primary basis for which you or any other authorized driver is legally responsible to the rental agency.
- Covered damages include:
  - Physical damage and theft of the vehicle, not to exceed the limits outlined below.
  - Reasonable loss of use charges imposed by the vehicle rental agency 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.
  - Reasonable towing charges to the nearest factory authorized collision repair facility.
  - Secondary Personal Effects benefits covers damage or theft of such effects. You must first file under other applicable insurance (e.g., home or business) and we'll cover whatever is not covered by your insurance.
  - Theft or damage to personal effects while in transit in the rental vehicle or in any building en route during a trip using the rental vehicle.
- If you or an authorized driver's primary vehicle insurance or other coverage has made payments for a covered loss, Primary Collision Damage Waiver Coverage 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.

#### Who is covered:

- The Diners Club Corporate Cardmember and those designated in the vehicle rental agreement/contract as authorized drivers.
- You, your associates, and your immediate family are covered by the Secondary Personal Effects benefit, subject to the limits above.

#### Excluded rental vehicles:

- All trucks, pickups, full-size vans mounted on truck chassis, 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 XUV, 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 manufacturer's suggested retail price that exceeds \$75,000 USD.

#### Where you are covered:

In general, coverage applies worldwide, but there are exceptions:

- You may be unable to receive benefits in Australia, Ireland, Israel, Italy, Jamaica, and New Zealand. Please contact your vehicle rental agency before you travel.
- Coverage is not available where prohibited by law.

#### Coverage limitations:

- Primary Collision Damage Waiver Coverage will pay the lesser of the actual repair amount, current market value (less salvage), or \$75,000 USD per incident for which the Diners Club Corporate Cardmember or any other authorized driver is legally responsible to the rental agency.
- Secondary Personal Effects benefit will pay up to \$1,000 USD per covered person, per occurrence, not to exceed a total of \$2,000 USD per any single rental period.
- Primary Collision Damage Waiver Coverage will not pay for or duplicate the Collision/Damage Waiver coverage offered by the rental agency.

#### What is NOT covered:

- Vehicles not rented by the Diners Club Corporate Cardmember or authorized user on the Diners Club Corporate Card account.
- Any person not designated in the rental agreement/contract as an authorized driver.
- Any obligations you assume other than that which is covered under Primary Collision Damage Waiver Coverage.
- Any violation of the written terms and conditions of the rental agreement/contract.
- Any loss that occurs while driving under the influence of drugs or alcohol; racing; reckless driving.
- Losses involving the theft of the rental vehicle when the renter or 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 was accepted/purchased by you or given to you by the rental agency.
- Any damage that is of an intentional or non-accidental nature, caused by the renter or authorized driver(s) of the rental vehicle. [Except for residents of the state of New York, this exclusion is modified by the following limitation. This exclusion does not apply if: 1.) an individual or joint cardholder is liable for damages to the rental vehicle under the rental agreement/contract or liable for the charges from damages to the rental vehicle under the credit card agreement; 2.) the individual or joint cardholder is a victim of domestic violence and did not cooperate in or contribute to the damage; 3.) the damage arises out of a pattern of criminal domestic violence; and 4.) the perpetrator of the damage is criminally prosecuted for the act or acts causing the damage for which a claim is being made under this coverage. For New York state residents, this modification does not apply and is not in effect.]
- Depreciation, diminishment of value, administrative, or other fees charged by the vehicle rental agency.
- Vehicles with a rental agreement/contract that exceeds or is intended to exceed a rental period of 45 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.
- 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.
- Indirect or direct damages resulting from a covered claim.
- Theft of, or damage to, unlocked or unsecured vehicles.
- Value-added tax, or similar tax, unless reimbursement of such tax is required by law.

#### How to file a claim under Primary Collision Damage Waiver coverage:

- Call **1 877 764.3576** or, from outside the U.S., call collect **904 636.3647** to request a claim form. You must report the claim within 30 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 1 877 764.3576 for further details.

- Submit the following documentation within 180 days of the incident or the claim will not be honored:
  - Completed and signed claim form.
  - Diners Club Corporate Card receipt showing the rental.
  - Diners Club Corporate Card statement showing the rental.
  - The rental agreement (front and back).
  - Copy of valid driver's license (front and back).
  - Report from police verifying that vehicle was stolen, vandalized, or involved in a collision.
  - Itemized repair estimate from a factory authorized collision repair facility.
  - Copy of vehicle rental agency 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.
  - For Personal Effects benefits:
    - Report from police listing 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).
    - Photograph clearly showing damage, if applicable.
  - Any other documentation that may be reasonably requested to validate a claim.

**Reminder: Please refer to the Final Legal Disclosure section.**

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### Purchase Assurance®

Diners Club Corporate Cardmembers can benefit from the security and safety offered through Purchase Assurance Coverage. If something you bought with your Diners Club Corporate Card is damaged or stolen within 90 days of purchase, you may be eligible for benefits under this coverage. Purchase Assurance Coverage is an insurance program.

#### Key terms:

- **You or Yours** means Diners Club Corporate Cardmember.
- **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.
- **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.

#### To get coverage:

- You must purchase the new item entirely with your Diners Club Corporate Card for yourself or to give as a gift.
- Original purchase does not have to be registered to receive this benefit.

#### The kind of coverage you receive:

- Most items you purchase entirely with your Diners Club Corporate Card are covered if damaged or stolen for **90 days** from the date of purchase as indicated on your Diners Club Corporate Card receipt.
- Items you purchase with your Diners Club Corporate 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.

#### Coverage limitations:

- Coverage is limited to the actual cost of the item (excluding delivery and transportation costs).
- Coverage is limited to a maximum of \$10,000 USD per claim and a total of \$50,000 USD per Cardmember 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 Corporate Card statement, regardless of sentimental or appreciated market value.

#### What is NOT covered:

- Items left in public sight, out of arm's reach, lacking care, custody or control by the Diners Club Corporate Cardmember or responsible party.
- 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. "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.
- 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.
- Losses caused by inherent product defects or pre-existing conditions.
- 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.
- Indirect or direct damages resulting from a covered loss.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- Items stolen or damaged at a construction/work site.
- Rented, leased, or borrowed items for which you will be held responsible.

#### How to file a claim under Purchase Assurance coverage:

- Call **1 877 764.3576** or, from outside the U.S., call collect **904 636.3647** to request a claim form. You must report the claim within 30 days of the loss or the claim may not be honored.
- Submit the following documentation within 60 days of the date you report the claim:
  - Completed and signed claim form.
  - Proof of loss.
  - Photograph clearly showing damage, if applicable.
  - Diners Club Corporate Card receipt showing purchase of covered item.
  - Diners Club Corporate Card statement showing purchase of covered item.
  - Itemized purchase receipt.
  - Report from police listing 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 to validate a claim.

**Reminder: Please refer to the Final Legal Disclosure section.**

PA-CORP-DCB (1-05)

#### Extended Warranty

Diners Club Corporate Cardmembers can benefit from the security and safety offered through Extended Warranty. Extended Warranty is an insurance program.

##### Key term:

- **You or Yours** means Diners Club Corporate Cardmember.

##### To get coverage:

- You must purchase the new item entirely with your Diners Club Corporate Card for yourself or to give as a gift.
- The item must have an original manufacturer's (or U.S. store brand) warranty of 60 months or less.
- The original purchase does not have to be registered to receive this benefit.

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

- Extended Warranty doubles the original warranty time period and duplicates the coverage of the original manufacturer's (or U.S. store brand) warranty up to a maximum of 12 months on most items you purchase. For products with multiple warranty components, each warranty time period will be duplicated up to a maximum of 12 months. Should you fail to properly register the original warranty as required by manufacturer, Extended Warranty 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 12 months or less on your item, Extended Warranty will cover up to an additional 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 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.

##### Coverage limitations:

- The maximum Extended Warranty benefit for repair or replacement shall not exceed the actual amount charged on your Diners Club Corporate Card or \$10,000 USD, whichever is less.
- If either the original manufacturer's (or U.S. store brand) warranty or the service contract covers more than 60 months, Extended Warranty benefits will not apply.
- The administrator 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.

##### 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); or "satisfaction guaranteed" items.
- 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.

##### How to file a claim under Extended Warranty coverage:

- Call **1 877 764.3576** or, from outside the U.S., call collect **904 636.3647** to request a claim form. You must report the claim within 30 days of the failure or the claim may not be honored.
- Submit the following documentation within 90 days from the date of failure or the claim may not be honored:
  - Completed and signed claim form.
  - Diners Club Corporate Card receipt showing covered item.
  - Diners Club Corporate Card statement showing covered item.
  - Itemized purchase receipt.
  - 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 to validate a claim.

**Reminder: Please refer to the Final Legal Disclosure section.**

EW-CORP-DCB (1-05)

## RoadAssist Roadside Service

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

- If your vehicle breaks down on the road, just call **1 877 764.3576**, 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, tire changes) are pre-negotiated. Road service fees will be billed automatically to your Diners Club Corporate Card 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. Diners Club 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 it's a rental vehicle, be sure to call the vehicle rental agency before you call **1 877 764.3576**, since many rental agencies have special procedures regarding emergency road service assistance.

## VAT Reclaim Service

We can help you reclaim the Value Added Tax (VAT) paid on purchases in the European Union.

- We'll help determine which expenses are eligible and process the necessary paperwork. From the U.S., call **1 800 306.6068**. When outside the U.S., call us collect at **353 666.1772**.
- If you are issued a refund, we apply a discounted processing fee, based on a percentage of VAT refunded.

## Final Legal Disclosure

General Provisions for Primary Collision Damage Waiver, Purchase Assurance, and Extended Warranty programs: Except as specifically stated, this guide is not a policy or contract of insurance. Benefits are purchased by Diners Club and provided complimentary to you.

Primary Collision Damage Waiver, Purchase Assurance, and Extended Warranty insurance benefits are provided under a master policy of insurance issued by Virginia Surety Company, Inc. This guide is intended as a summary of benefits provided to you. All information about the benefits listed in this guide is governed by the conditions, limitations, and exclusions of the master policy.

As the insurer of the Diners Club coverage(s) described herein, Virginia Surety Company, Inc. ("VSC") collects personal information about you from the following sources:

Information VSC receives from you, from your request for insurance coverage or other forms you furnish to VSC, such as your name, address, telephone number, and Information about your transactions with VSC such as claims made and benefits paid. VSC may disclose all information VSC 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. VSC does not disclose any personal information about former insureds to anyone, except as required by law. VSC restricts access to personal information about you to those employees who need to know that information in order to provide coverage to you. VSC maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information. Should you have any questions about VSC's procedures or the information contained within your file, please contact VSC by writing to:

Virginia Surety Company, Inc.  
Attn: Compliance Department  
1000 North Milwaukee Avenue  
Glenview, IL 60025

### Effective date of benefits:

For Diners Club Cards with the MasterCard Mark, effective April 25, 2005, this guide replaces all prior disclosures, program descriptions, advertising, and/or brochures by any party. Diners Club and the insurer reserve the right to change the benefits and features of these programs at anytime.

### Cancellation:

Diners Club can cancel these benefits at any time or choose not to renew the insurance coverage for all Corporate Cardmembers. If Diners Club does cancel these benefits, you will be notified at least 60 days in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to Diners Club, 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 Diners Club Corporate Cardmembers 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 Diners Club Corporate Cardmember shall have any legal or equitable right, remedy, or claim for insurance proceeds and/or damages under or arising out of this coverage. 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:

Insurance benefits shall be void if the Diners Club Corporate Cardmember has concealed or misrepresented any material facts concerning this coverage.

### Due Diligence:

All parties are expected to exercise due diligence to avoid or diminish any theft, lost 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 Cardmember whom 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 Cardmember.

### Salvage:

If an item is non-repairable, the claim administrator may request the Cardmember or gift recipient to send the non-repairable item to the administrator for salvage at the Cardmember'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.

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 guide are subject to the conditions, limitations, and exclusions described in each benefit section. **Receipt and/or possession of this guide do not guarantee coverage or coverage availability.**

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To file a claim For Primary Collision Damage Waiver, Purchase Assurance or Extended Warranty, call **1 877 764.3576**

"Card" refers to a Diners Club Corporate Card and "Cardmember" refers to a Diners Club Corporate Cardmember.

Visit our web site at [dinersclubus.com](http://dinersclubus.com)



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Worldwide MasterCard credit card acceptance applies only to Diners Club Corporate Cards issued in the United States and Canada.



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