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Emergency Evacuation and Transportation / Repatriation of Remains Coverage

United States – Executive Explorer Card Accounts
(applies to both Visa and Mastercard)

Description of Coverage provided for Bank of America

Description of Coverage

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

Your Guide to Benefit describes the benefit in effect as of 11/1/19. Benefit information in this guide replaces any prior benefit information You may have received. Please read and retain for Your records. Your eligibility is determined by Your financial institution.

Emergency Evacuation and Transportation/Repatriation of Remains Coverage

You put a lot of time and effort into planning for a great trip, but You can't always plan for a serious accident or illness which occurs during Your travels. When You are dealing with an emergency away from Your home, it can be an overwhelming and expensive experience.

To try and help ease some of this financial burden, You can receive coverage for expenses not reimbursed elsewhere, if You or an immediate family member requires Emergency Evacuation and Transportation or Repatriation of Remains while on a Covered Trip purchased with Your covered Account and/or rewards program associated with Your covered Account. To be eligible for this coverage, You need to purchase either a portion or the entire cost of the Covered Trip with Your covered Account and/or rewards program associated with Your covered Account.

Emergency Evacuation and Transportation benefit limit: up to **fifty thousand (\$50,000.00)** dollars

Repatriation of Remains benefit limit: up to **one thousand (\$1,000.00)** dollars

Please Note: These benefits are supplemental to and excess of any valid and collectible insurance or other coverage. Note that coverage is secondary to any existing health and/or dental coverage the Eligible Person may have, including workers compensation and disability benefits whether or not provided by law. In order to be eligible for this benefit, medical evacuation and transportation arrangements must be pre-approved by the Benefit Administrator in consultation with a legally licensed Physician who certifies that the severity of the injury or sickness warrants Emergency Evacuation. The Benefit Administrator must also make the actual medical transportation arrangements.

What is an Emergency Evacuation and when does it apply?

Emergency Evacuation means:

- a. Your medical condition warrants immediate transportation from the place where You are injured or sick to the nearest Hospital where appropriate medical treatment can be obtained; or
- b. After treatment at a local Hospital, Your medical condition warrants transportation back to Your Residence for further medical treatment or recovery; or
- c. Both a) and b) above

The Emergency Evacuation benefit applies if You suffer an injury or illness resulting in a necessary Emergency Evacuation when You are on a Covered Trip. The Covered Trip must be no less than five (5) days and no more than sixty (60) days and at least one hundred* (100) miles from Your Residence.

*Note: Under New York laws, when a cardholder's mailing address is in the State of New York, the requirement that You must be one hundred (100) or more miles from Your Residence does not apply.

What is covered by the Emergency Evacuation benefit?

Covered expenses include those for transportation, medical services, and medical supplies needed to facilitate Your Emergency Evacuation. All transportation arrangements must be:

- a. Recommended by the attending Physician;
- b. Required by the standard regulations of the conveyance transporting You; and
- c. Arranged and approved in advance by the Benefits Administrator.

What is Emergency Transportation and when does it apply?

Emergency Transportation means any land, water, or air conveyance required to transport You during an Emergency Evacuation. Such transportation includes, but is not limited to, air ambulances, land ambulances, and private motor vehicles.

The Emergency Transportation benefit applies if You are hospitalized for more than eight (8) days, the Benefit Administrator arranges for a relative or friend to visit Your bedside and pays the cost of any economy-class round-trip ticket for that person. You are also eligible to receive coverage for the cost of an economy airfare ticket, if the original ticket(s) cannot be used, or to return an accompanying minor to his/her Residence when applicable. The return tickets must be turned over to the Benefits Administrator whenever possible or the Benefit Administrator must be reimbursed the amount equivalent to the value of the unused ticket.

What is Repatriation of Remains and when does it apply?

Repatriation of Remains means the return the Eligible Person's remains to the Eligible Person's country of Residence. The Repatriation of Remains benefit applies in the event of Your death during the course of a Covered Trip. The Benefits Administrator will pay the reasonable covered expenses up to **one thousand (\$1,000.00) dollars** to return Your body to Your Residence. The covered expenses include, but are not limited to, embalming, cremation, coffin, and transportation.

What *is not* covered?

These benefits do not cover any expense resulting from the following:

- Travel for the purpose of obtaining medical treatment
- Non-emergency services, supplies or charges
- Care not medically necessary as determined by the Benefit Administrator
- Services, supplies, or charges rendered by a member of Your immediate family.
- Care rendered by other than Hospitals and Physicians
- Care which is experimental/investigative in nature
- Care for any illness or bodily injury that occurs in the course of employment if You are eligible for benefits or compensation in whole or in part, under the provisions of any legislation of any governmental unit (for example – workers compensation coverage). This applies whether or not You claim or recover any benefits or compensation

- and whether or not You recover losses from a third party.
- Payments to the extent benefits are provided by any governmental agency or unit (except Medicare)
 - Care received for which You would have no legal obligation to pay
 - Care received in Afghanistan, Burma, El Salvador, Iran, Iraq, Kampuchea, Laos, Lebanon, Nicaragua, North Korea, Vietnam, Yemen, and any other country which may be determined by the U.S. Government from time to time to be unsafe for travel
 - Care for any illness or injury suffered due to:
 - Self-inflicted harm
 - Attempted suicide
 - Mental health issues
 - Alcoholism or substance abuse
 - War; military duty; civil disorder
 - Air travel except as a passenger on a licensed aircraft operated by an airline or air charter company
 - Routine physical examinations
 - Hearing aids; eyeglasses or contact lenses
 - Routine dental care, including dentures and false teeth
 - Hernia, unless it results from a covered accident
 - Elective abortion
 - Participation in or attempt at a felonious act
 - Skydiving, scuba, skin, or deep sea diving
 - Hang gliding, parachuting, rock climbing and contests of speed

This benefit also does not cover any expenses provided by another party at no cost to You or already included in the cost of the scheduled Covered Trip on which the illness or injury occurs.

How to file an Emergency Evacuation and Transportation/Repatriation of Remains claim

1. If You find yourself in a situation where You need an emergency evacuation, transportation or repatriation of remains, immediately notify the Benefits Administrator at **1-800-508-1276, or call collect outside the U.S. at 1-804-673-6498**. The Benefits Administrator will answer Your questions and send You a claim form.
2. Return the claim form and the requested documentation below within one-hundred and eighty (180) days of the date of the event to the address below:

Card Benefit Services
P.O. Box 72034
Richmond, VA 23255

For ***Emergency Evacuation and Transportation*** claims, please submit the following documents:

- The completed signed claim form
- A copy of Your monthly billing statement or the travel itinerary (showing the last four [4] digits of the Account number) confirming the Common Carrier ticket was charged to the covered Account and/or rewards program associated with Your covered Account
- If more than one method of payment was used, please provide documentation as to additional currency, voucher, points or any other payment method utilized

- A statement from Your insurance carrier (and/or Your employer, or Your employer's insurance carrier) or other coverage showing any amounts they may have paid towards the costs claimed. Or, if You have no other applicable insurance or coverage, please provide a statement to that effect.
- Copy of medical bills
- Copy of transportation, medical services, and medical supply bills incurred in connection with the Emergency Evacuation
- Copy of Physician's statement describing the need for Emergency Evacuation
- Copy of the original unused return tickets or statement indicating the value of the of the original unused return tickets
- Any other documentation deemed necessary by the Benefit Administrator to substantiate the claim

For *Repatriation of Remains* claims, please submit the following documents:

- The completed signed claim form
- A copy of Your monthly billing statement or the travel itinerary (showing the last four [4] digits of the Account number) confirming the Common Carrier ticket was charged to the covered Account and/or rewards program associated with Your covered Account
- If more than one method of payment was used, please provide documentation as to additional currency, voucher, points or any other payment method utilized
- Copy of death certificate
- Receipts for embalming, cremation, coffin, and transportation expenses
- Any other documentation deemed necessary by the Benefit Administrator to substantiate the claim

Definitions

Account means the commercial credit card account issued by Bank of America.

Common Carrier means any mode of transportation by land, water or air operating for hire under a license to carry passengers for which a ticket must be purchased prior to travel. Does not include taxi, limousine service, commuter rail or commuter bus lines.

Covered Trip means arrangements that are made by a commercial licensed travel establishment consisting of travel agencies and/or Common Carrier organizations, for which the expense has been charged to Your eligible card and/or rewards program associated with Your covered Account and which is not less than five (5) consecutive days but does not exceed sixty (60) consecutive days in duration.

Eligible Person means a cardholder, his/her spouse or legally dependent children under age eighteen (18) [twenty-five (25) if enrolled as a full-time student at an accredited university whose Covered Trip was paid for by using their eligible card and/or rewards programs associated with their covered Account. Eligible Person also means person(s) employed by or authorized by the company for which the Account is issued and for whom a ticket was purchased using the Account.

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

Physician means a licensed practitioner of the healing arts acting within the scope of his/her license. The treating Physician may not be yourself or a family member.

Residence means Your home address as listed in Your card issuer's file or address reflected on Your billing statement. The home address from the card issuer's records will take precedence over billing statement address in determining the eligibility of coverage.

You or Your means an Eligible Person.

Additional provisions for Emergency Evacuation and Transportation/Repatriation of Remains

- Signed or pinned transactions are covered as long as You use Your eligible card to secure the transaction.
- You shall do all things reasonable to avoid or diminish any loss covered by this benefit. This provision will not be unreasonably applied to avoid claims.
- If You make any claim knowing it to be false or fraudulent in any respect, no coverage shall exist for such claim, and Your benefit may be cancelled. Each cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.
- No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.
- This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, statement messages or electronic notification. The benefits described in this Guide will not apply to cardholders whose Accounts have been suspended or cancelled.
- Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefits for cardholders, and if they do, they will notify You at least thirty (30) days in advance. Indemnity Insurance Company of North America ("Provider") is the underwriter of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.
- After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of the payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.

- This benefit does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the provision of insurance, including, but not limited to, the payment of claims.

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For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-508-1276, or call collect outside the U.S. at 1-804-673-6498.