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**This Guide to Benefits describes the benefits in effect as of 1/1/10. These benefits and descriptions supersede any prior benefits and descriptions you may have received earlier. Please read and retain for your records. Your eligibility is determined by the date your financial institution enrolled your account in the benefits.**

Your Visa Card Guide to Benefits

# Wells Fargo Visa Consumer Credit Card

LS8094
M-94246

**For questions about your balance, call the customer service number on your Visa statement.**

## Auto Rental Collision Damage Waiver

**What is this benefit?**
When certain terms and conditions are met, the Visa Auto Rental Collision Damage Waiver benefit ("Auto Rental CDW") provides — at no additional charge — reimbursement for damage due to collision or theft up to the actual cash value of most rental vehicles. In your country of residence, this benefit is supplemental to, and excess of, any valid and collectible insurance from any other source. We will reimburse only for that damage or theft not payable by any other party. Here are answers to some commonly asked questions about the benefit.

**Who is eligible?**
You are eligible only if you are a valid cardholder whose name is embossed on an eligible U.S.-issued Visa card. Only you as the primary renter of the vehicle and any additional drivers permitted by the auto rental agreement are covered.

**What is covered?**
Subject to the terms and conditions in this Guide to Benefit, Visa Auto Rental CDW reimburses you for the deductible portion of your personal automobile insurance, valid administrative and loss-of use charges imposed by the rental car company, as well as reasonable towing charges resulting from covered damage or theft of the rental vehicle while it is your responsibility. If you do not have personal automobile insurance or any other insurance covering this loss, this benefit reimburses you for the covered damage or theft as well as valid administrative and loss-of-use charges imposed by the auto rental company and reasonable towing charges. Only vehicle rental periods that neither exceed nor are intended to exceed fifteen (15) consecutive days within your country of residence or thirty-one (31) consecutive days outside your country of residence are covered.

The benefit provides reimbursement up to the actual cash value of the vehicle as it was originally manufactured. Most private passenger automobiles, minivans, and sport utility vehicles are eligible, but some restrictions may apply. Please contact the Benefit Administrator to inquire about a specific vehicle.

**Within your country of residence, this benefit supplements, and applies excess of, any valid and collectible insurance or reimbursement from any source. This means that, subject to the terms and conditions of this Guide to Benefit, Visa Auto Rental CDW applies to losses or expenses that are not covered by insurance or reimbursement.**

**Covered losses are:**

- Physical damage and/or theft of the covered rental vehicle.
- Valid loss-of-use charges imposed and substantiated by the auto rental company through a fleet utilization log.
- Reasonable and customary towing charges, due to a covered loss, to the nearest qualified repair facility.

**How do I activate this benefit?**
For the benefit to be in effect, you must:

- Initiate and complete the entire rental transaction with your eligible Visa card, and
- Decline the auto rental company's collision damage waiver (CDW/LDW) option, or similar provision, if offered by the auto rental company.

**Helpful hints:**

- Check the rental vehicle for prior damage before leaving the rental lot.
- Review the auto rental agreement carefully to make sure you are declining CDW/LDW and also to familiarize yourself with the terms and conditions of the auto rental agreement.

**What do I do if I have an accident or the rental vehicle is stolen?**
**Immediately call the Benefit Administrator at 1-800-VISA-911 to report the theft or damage regardless of whether your liability has been established.** If you are outside the United States, call collect at 0-410-581-9994. The Benefit Administrator will answer any questions you or the rental agency may have and will then send you a claim form.

**All incidents must be reported immediately following the theft or damage, but in no event later than forty-five (45) days* following the date of the theft or damage.** Furthermore, we reserve the right to deny any claim that contains charges that would not have been included had the Benefit Administrator been notified before those expenses were incurred. We therefore advise you to notify us immediately after any loss. You must make every reasonable effort to protect the rental vehicle from damage or theft.

**What is not covered?**

- Any obligation you assume under any agreement (other than the deductible under your personal auto policy).
- Any violation of the auto rental agreement or this benefit.
- Injury of anyone or damage to anything inside or outside the rental vehicle.
- Loss or theft of personal belongings.
- Personal liability.
- Expenses assumed, waived, or paid by the rental agency or its insurer.
- Cost of any insurance or collision damage waiver offered by or purchased through the auto rental company.
- Depreciation of the rental vehicle caused by loss or damage including, but not limited to "diminished value."
- Expenses reimbursable by your insurer, employer, or employer's insurance.
- Loss due to intentional acts, or due to the driver(s) being under the influence of alcohol, intoxicants, or drugs, or due to contraband or illegal activities.
- Wear and tear, gradual deterioration, or mechanical breakdown.
- Items not installed by the original manufacturer.
- Loss due to off-road operation of the rental vehicle.
- Loss due to hostility of any kind (including, but not limited to, war, invasion, rebellion, or insurrection).
- Confiscation by authorities.
- Vehicles that do not meet the definition of covered vehicles.
- Rental periods that either exceed or are intended to exceed fifteen (15) consecutive days within your country of residence or thirty-one (31) consecutive days outside your country of residence.
- Leases and mini leases.
- Loss or damage as a result of the cardholder's lack of reasonable care in protecting the rental vehicle before and after damage occurs (for example, leaving the vehicle running and unattended).
- Losses reported more than forty-five (45) days* from the date of loss.
- Losses for which a claim form has not been received within ninety (90) days* from the date of loss.
- Losses for which all required documentation has not been received within 365 days from the date of loss.
- Losses from rental transactions which originated in Israel, Jamaica, the Republic of Ireland, or Northern Ireland.

**What if the auto rental company insists that I purchase the auto rental company's auto insurance or collision damage waiver?**
Call the Benefit Administrator at **1-800-VISA-911** for help. If you are outside the United States, call collect at 0-410-581-9994.

**When and where do I have this benefit?**
This benefit is available in the United States and most foreign countries. **No benefit is provided for motor vehicles rented in Israel, Jamaica, the Republic of Ireland, or Northern Ireland.**

## Auto Rental Collision Damage Waiver (Cont.)

Additionally, this benefit is not available where precluded by law or in violation of the territory terms of the auto rental agreement or prohibited by individual merchants. **Because regulations vary outside the United States, we recommend you check with your auto rental company and the Benefit Administrator before you travel to make sure Visa Auto Rental CDW will apply.**

This benefit is in effect while the rental vehicle remains in your control or in the control of a person permitted to operate the rental vehicle in accordance with the rental agreement between you and the auto rental company. This benefit terminates when the auto rental company re-assumes control of the rental vehicle.

**How does this benefit apply?**
Within your country of residence, Visa Auto Rental CDW supplements, and applies excess of, any valid and collectible insurance or reimbursement from any source. It does not duplicate insurance provided by or purchased through the auto rental company; it will not pay for losses reimbursed by your own insurer, employer, employer's insurance, or any other valid and collectible insurance; however, it will pay for the outstanding deductible portion or other charges, including valid administration and loss-of-use charges not covered by your applicable automobile insurance policy. Outside your country of residence or if you do not have automobile insurance, this benefit is primary in those countries where it is available, and in that case, you do not have to claim payment from any other source of insurance before receiving the benefits.

**What types of rental vehicles are not covered?**
Excluded worldwide are: expensive, exotic, and antique automobiles; certain vans; vehicles that have an open cargo bed; trucks; motorcycles, mopeds, and motorbikes; limousines; and recreational vehicles.

Examples of excluded expensive or exotic automobiles are the Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, and Rolls Royce. However, selected models of BMW, Mercedes-Benz, Cadillac, and Lincoln are covered.

An antique automobile is defined as any vehicle over twenty (20) years old or any vehicle that has not been manufactured for ten (10) years or more.

This benefit is provided for only those vans manufactured and designed to transport a maximum of eight (8) people and which is used exclusively to transport people.

If you have any questions regarding a specific vehicle, call the Benefit Administrator at **1-800-VISA-911**. If you are outside the United States, call collect at 0-410-581-9994.

**What do I need from the auto rental company in order to file a Visa Auto Rental CDW claim?**
At the time of the damage or theft, or when you return the rental vehicle, immediately ask the auto rental company for:

- A copy of the Accident Report Form and claim document, which should indicate the costs you are responsible for and any amounts that have been paid toward the claim.
- A copy of the initial and final auto rental agreement(s).
- A copy of the repair estimate or itemized repair bill.
- Two (2) photographs of the damaged vehicle, if available.
- A police report, if obtainable.

**How do I file a claim?**
**You, the cardholder, are responsible for reporting your claim to the Benefit Administrator immediately, but in no event later than forty-five (45) days* from the date of theft or damage, or your claim may be denied. Notice to any other party will not suffice.** Furthermore, we reserve the right to deny any claim that contains charges that would not have been included had the Benefit Administrator been notified before those expenses were incurred. We therefore advise you to notify us immediately after any theft or damage.

Mail the following documentation to the Benefit Administrator:

- The completed and signed Visa Auto Rental CDW Claim Form. **Your completed claim form must be postmarked within ninety (90) days* of the date of the damage or theft, even if all other required documentation is not yet available, or your claim may be denied.**
- A copy of your receipt or monthly billing statement as proof that the entire vehicle rental was charged and paid for with your eligible Visa card.
- A statement from your insurance carrier (and/or your employer or employer's insurance carrier, if applicable) or other reimbursement showing the costs for which you are responsible and any amounts that have been paid toward the claim. Or, if you have no applicable insurance or reimbursement, please provide a notarized statement to that effect.
- A copy of the declaration page from your automobile insurance carrier.

Enclose all the documents you received from the auto rental company:

- A copy of the Accident Report Form.
- A copy of the entire auto rental agreement(s).
- A copy of the repair estimate or itemized repair bill.
- Two (2) photographs of the damaged vehicle, if available.
- A police report, if obtainable.
- Any other documentation deemed necessary by the Benefit Administrator to substantiate the claim.

For faster filing, submit your claim online. It's easy, convenient, and available at no extra cost to eligible Visa cardholders. To submit your claim and learn more about Visa Auto Rental CDW go to the Visa Auto Rental CDW Claim Center at **www.visa.com/eclaims.**

**If you experience difficulty in obtaining all the required documents within ninety (90) days* of the date of theft or damage, just submit the claim form and any documentation you already have available. NOTE: All remaining documents must be postmarked within 365 days of the date of theft or damage.**

**Do I have to do anything else?**
Usually not. Under normal circumstances, the claim will be paid within fifteen (15) days after the Visa Auto Rental CDW Benefit Administrator has received all documentation necessary to fully substantiate your claim.

However, after the Benefit Administrator has paid your claim, all your rights and remedies against any party in respect of this theft or damage will be transferred to the Benefit Administrator to the extent of the cost of payment made to you.

You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.

* Not applicable to residents of certain states.

**Additional Provisions for Auto Rental CDW:** You must make every effort that would be made by a reasonable and prudent person to protect the Rental Vehicle from damage or theft. 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 including, but not limited to, the cost of repair services, no coverage shall exist for such claim and your benefits may be canceled. 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 by the cardholder.

Once you report an occurrence, a claim file will be opened and shall remain open for six (6) months from the date of the damage or theft. No payment will be made on a claim that is not completely substantiated in the manner required by the Benefit Administrator within twelve (12) months of the date of damage or theft.

No legal action for a claim may be brought against us until sixty (60) days after we receive Proof of Loss. After the expiration of three (3) years from the time written Proof of Loss was to be provided, no action shall be brought to recover on this benefit. Further, no legal action may be brought against us unless all the terms of this Guide to Benefit have been complied with fully.

This benefit is provided to eligible Visa cardholders at no additional cost. The terms and conditions contained in this Guide to Benefit may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefit mailings, statement inserts, or statement messages. The benefit described in this Guide to Benefit will not apply to Visa cardholders whose accounts have been suspended or canceled.

Termination dates may vary by financial institutions. Visa and/or your financial institution can cancel or non-renew the benefit, and if we do, we will notify you at least thirty (30) days in advance. This information is a description of the benefit provided to you as a Visa cardholder. It is insured by Indemnity Insurance Company of North America.

For general questions regarding this benefit, call the Benefit Administrator at 1-800-VISA-911. If you are outside the United States, call collect at 0-410-581-9994.

FORM #VCCDW01 (06/08)

## Travel and Emergency Assistance Services

**What are Travel and Emergency Assistance Services?**
*Help when you don't know where to turn.* You can count on a wide range of Visa emergency services available whenever and wherever you need them, 24 hours a day, 365 days a year.

*We will make every reasonable effort to respond when you have an emergency — even if you need assistance beyond the services listed here. Please understand that, due to occasional problems such as distance, location, or time, neither Visa nor its service providers can be responsible for the availability, use, cost, or results of any medical, legal, transportation, or other service.*

**Who is eligible for Travel and Emergency Assistance Services?**
You, your spouse, and your children (provided the children are dependents under 22 years old) may all take advantage of these special emergency services.

**How do I get these services?**
They're as close as the nearest phone. You simply call the Benefit Administrator at **1-800-992-6029** any hour of the day or night. If you are outside the United States, call collect at 0-804-673-1675.

**Is there a charge for these services?**
No. Visa Travel and Emergency Assistance Services are available to eligible Visa cardholders at no additional charge.

**Please note: Visa Travel and Emergency Assistance Services provide assistance and referral only. You are responsible for the cost of any actual medical, legal, transportation, cash advance, or other services or goods provided.**

**What are the specific services and what do they provide?**
Visa Travel and Emergency Assistance Services will put you in touch with the appropriate emergency services should the need arise. Here are some of the ways we can help:

- **Emergency Message Service** can record and relay emergency messages for travelers, immediate family members, or business associates. **NOTE: Visa will use reasonable efforts to relay emergency messages in accordance with benefit guidelines and limitations, but cannot take responsibility for the failure to transmit any message successfully.**
- **Medical Referral Assistance** provides medical referral, monitoring, and follow-up. The Benefit Administrator can give you names of English-speaking doctors, dentists, and hospitals; assign a doctor to consult by phone with local medical personnel, if necessary, to monitor your condition, keep in contact with your family, and provide continuing liaison; and help you arrange medical payments from your Visa or personal account. **NOTE: All costs are your responsibility.**
- **Legal Referral Assistance** can arrange contact with English-speaking attorneys and with U.S. embassies or consulates if you're detained by local authorities, have a car accident, or need legal assistance. In addition, the Benefit Administrator can coordinate bail payment from your Visa or personal account. The Benefit Administrator can also follow up to make sure bail has been properly handled. **NOTE: All costs are your responsibility.**
- **Emergency Transportation Assistance** can help you make all the necessary arrangements for emergency transportation home or to the nearest medical facility. This even includes arranging to bring your young children home and staying in contact with family members or employers. In the case of a death, the Benefit Administrator can make arrangements for returning the remains of the deceased home. **NOTE: All costs are your responsibility.**
- **Emergency Ticket Replacement helps** you with the carrier's lost ticket reimbursement procedures if you should lose your ticket and can arrange delivery of a replacement ticket to you. **NOTE: All costs are your responsibility.**
- **Lost Luggage Locator Service** can help you through the common carrier's claim procedures or can arrange shipment of replacement items if an airline or common carrier loses your checked luggage. The Benefit Administrator can also arrange a cash advance with your Visa issuing bank. **However, you are responsible for the cost of any replacement items shipped to you.**
- **Emergency Translation Service** provides telephone assistance in all major languages and helps find local interpreters, if available, when you need more extensive assistance. **NOTE: All costs are your responsibility.**
- **Prescription Assistance and Valuable Document Delivery Arrangements** can help you get prescriptions filled or replaced, subject to local laws, and can even arrange pickup and delivery of prescriptions filled for you at local or nearby pharmacies. It can also help transport critical documents which you may have left at home or elsewhere. **NOTE: All costs are your responsibility.**
- **Pre-Trip Assistance** can give you information on your destination before you leave — information such as ATM locations, currency exchange rates, weather reports, health precautions, immunizations, and required passport visas.

**Additional Provisions for Travel and Emergency Assistance Services:** The benefit described in this Guide to Benefit will not apply to Visa cardholders whose accounts have been suspended or canceled. The terms and conditions contained in this Guide to Benefit may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefit mailings, statement inserts, or statement messages.

For general questions regarding this benefit, call the Benefit Administrator at 1-800-992-6029. If you are outside the United States, call collect at 0-804-673-1675.

FORM #VTEA (07/08)