

# Visa Liability Waiver Program **Security and coverage when providing** **Commercial and Business cards to employees**

**Now you can provide Visa Commercial and Business cards to employees with built-in protection against losses**

The Visa<sup>®</sup> Liability Waiver Program is one of the most valuable core benefits of Visa Commercial and Business cards and coverage you need to do business with complete confidence.

The Visa Liability Waiver Program protects you against eligible losses that might be incurred through card misuse.

The program waives certain eligible charges in the event that one of your employees misuses Visa Commercial or Business cards.

## **Visa Liability Waiver Program Benefits:**

- Extensive coverage:

—up to \$100,000 per cardholder if you have five or more valid cardholders —up to \$5,000 per cardholder if you have fewer than five cardholders

Automatic enrollment

No deductible and no extra cost

No maximum cap per company

Coverage of cash advances, officers, and ghost accounts

Simplified claim procedures

Open up to Visa Liability Waiver Program details.

The Visa Liability Waiver Program gives you safeguards and protection that are built into the program. This means you can provide employees with Visa Commercial and Business cards with liability protection and that makes doing business easier and more convenient.

**What charges are eligible for coverage?**

**Waivable Charges**

Waivable charges are charges incurred by an employee or other authorized person which:

- ? do not benefit the company directly or indirectly, or
- ? benefit the company directly or indirectly when the employee was reimbursed by the company for those charges from the financial institution; and
- ? are the responsibility of the company and/or cardholder for payment to the financial institution. Charges must be:
  - ? billed up to 75 days before the Notification of Termination Date<sup>1</sup>; or
  - ? incurred but unbilled as of the Notification of Termination Date; or
  - ? incurred up to 14 days after the Notification of Termination Date.<sup>2</sup>

**Cash Advances**

- ? Prior to the Notification of Termination Date, cash advances are considered waivable charges as defined in the Visa Liability Waiver Program Materials.
- ? After the Notification of Termination Date, cash advances are considered waivable charges as defined in the Visa Liability Waiver Program Materials, up to \$1,000 per day or a maximum of \$1,000.

**Visa Liability Waiver Program Materials**

The following items can be photocopied should you require additional materials. Or contact your card-issuing financial institution for additional materials.

#### Visa Commercial and Business Credit Card Liability Waiver Program Outline

This document details the specifics of the program as it pertains to Visa Commercial and Business credit card charges, permitted waivable charges, obligations of the company and financial institution, and payment of claims.

#### Visa Business Check Card Liability Waiver Program Outline

This document outlines the program as it pertains to Visa Business check card charges.

#### Visa Liability Waiver Program Affidavit of Waiver Claim Form

To request a waiver of charges, you must complete the Company section of the Affidavit of Waiver claim form, sign it, and return it to the card-issuing financial institution.

The following materials provide sample language that you can adapt as needed.

#### Sample Account Cancellation Request

To comply with Visa Liability Waiver Program obligations, you must send the card-issuing financial institution a letter requesting cancellation of the account. This letter must be sent within two (2) business days of the Notification of Termination for the total waiver period.

#### Sample Employee Account Cancellation Notification Letter

Employers participating in the Visa Liability Waiver Program are obligated to quickly notify former employees, in writing, that their account has been canceled and they no longer have the right to use it. This letter can be sent by first-class mail or email. You should retain a copy, as it must be attached to your Affidavit of Waiver claim form in the event a claim is filed.



## Simple requirements for filing a claim

Your company may request that your Visa card-issuing financial institution waives liability for waivable charges when you meet all of the following requirements:

- 1** You terminate, voluntarily or involuntarily, a Visa Commercial or Business cardholder's employment. **2** You have one (1) or more valid Visa Commercial or Business card accounts in good standing.
- 3** You request the financial institution to cancel the account<sup>3</sup> within two (2) business days of the Notification of Termination Date.<sup>4</sup>
- 4** You deliver to the employee or send by first-class mail or fax a written notice<sup>5</sup> stating that the account has been canceled, and that the employee should immediately discontinue all use of the card, pay any outstanding amounts, and return the card to your company.
- 5** You complete the Company side of the Affidavit of Waiver claim form, have an authorized official of your company sign it, and return it within ninety (90) days of the employee's Notification of Termination Date to the financial institution. All claim documents must be filed with the program underwriter within one hundred eighty (180) days from the Notification of Termination Date.
- 6** You include the following documentation with the Affidavit of Waiver claim form when sending it to the financial institution:
  - ? Copy of the Employee Account Cancellation Notification Letter
  - ? Description of the waivable charges (e.g., a copy of the account statement with the waivable charges highlighted)
  - ? Proof of reimbursement (e.g., expense reports or canceled checks) in cases where the employee was reimbursed by the company but failed to pay the financial institution.<sup>6</sup>
- 7** You give prompt written notice to the financial institution in cases where it invoices the employee directly, if you know that an employee is receiving reimbursement for charges but is not paying the financial institution for those charges.
- 8** You remit to the financial institution any amounts recovered for waived charges from any source after filing an Affidavit of Waiver claim form and agree to assign any rights to collect such amounts from the employee to the program underwriter.<sup>7</sup>