



## Visa Liability Waiver

*Security and coverage when providing Visa Commercial and Business cards to employees*



## Security. Coverage. Confidence.

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

Visa® Liability Waiver is one of the most valuable core benefits of Visa Commercial and Business cards—offering the security and coverage you need to do business with complete confidence.

Visa Liability Waiver protects you against eligible losses that might be incurred through card misuse by a terminated eligible cardholder. The program waives certain eligible charges in the event that one of your eligible cardholders misuses Visa Commercial or Business card privileges.

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

- Extensive coverage up to \$100,000 per cardholder
- Automatic enrollment
- No deductible and no extra cost
- No maximum cap per company
- Coverage of cash advances, officers, and ghost accounts
- Simplified claim procedures



## Essential Protection for Your Business.

Visa Liability Waiver gives you safeguards and protection that are built right in. That means you can provide employees with Visa Commercial and Business cards with full confidence—and that makes doing business easier and more convenient.



### What charges are eligible for coverage?

#### Waivable Charges

Waivable charges are charges incurred by an eligible cardholder or other authorized person that:

- do not benefit the company directly or indirectly, or
- benefit the company directly or indirectly when the eligible cardholder was reimbursed by the company for those charges and failed to pay the financial institution; and
- are the responsibility of the company and/or eligible cardholder for payment to the financial institution.

Charges may 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; or
- After the Notification of Termination Date, cash advances are considered waivable charges as defined and limited to \$300 per day or a maximum of \$1,000.

## Visa Liability Waiver Materials

The following items can be downloaded from Visa Online®:

### **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, outlining 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 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 submit 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 the Visa Liability Waiver 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 Date<sup>1</sup> to remain eligible for the total waiver period.

### **Sample Employee Account Cancellation Notification Letter**

Employers participating in the Visa Liability Waiver benefit 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 fax. 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 waive 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 Eligible Cardholder Account Cancellation Notification Letter



7. You give prompt written notice to the financial institution in cases where it invoices the eligible cardholder directly, if you know that an eligible cardholder 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>
- 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>

<sup>1</sup> Notification of Termination Date means the date the cardholder gives to his/her employer or receives from his/her employer oral or written notice of immediate or pending termination, or the date the cardholder leaves his/her employer, whichever is earlier.

<sup>2</sup> Account must be canceled within two (2) business days following the Notification of Termination Date.

<sup>3</sup> "Account Cancellation Request."

<sup>4</sup> If the card is not canceled within two (2) business days, only charges billed for up to 75 days prior to the Notification of Termination Date will be eligible.

<sup>5</sup> "Employee Account Cancellation Notification Letter."

<sup>6</sup> For claims of this type over \$5,000.

<sup>7</sup> Once a claim has been paid for a given person, no future claims will be considered.

