

MasterCard[®]

Guide to Benefits for Credit Cardholders



MasterCard[®] Cardholder Core Credit Benefits + Travel Assistance Services + MasterRental + Purchase Assurance + Baggage Delay + Identity Fraud Reimbursement + Cellular Phone Protection

Important information. Please read and save.

This Guide to Benefits contains detailed information about insurance and retail protection services you can access as a preferred cardholder. This Guide supersedes any guide or program description you may have received earlier.

To file a claim or for more information on any of these services, call the MasterCard Assistance Center at **1-800-MasterCard: 1-800-627-8372**,
or **en Español: 1-800-633-4466**.

“Card” refers to MasterCard[®] card and “Cardholder” refers to a MasterCard[®] cardholder.

MasterCard Guide to Benefits

Benefits that are always with you

Key Terms:

The following Key Terms apply to the following benefit: Extended Warranty.

Key Terms:

Throughout this document, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to New Hampshire Insurance Company, an AIG company.

Administrator means Sedgwick Claims Management Services, you may contact the **administrator** if you have questions regarding this coverage or would like to make a claim. The **administrator** can be reached by phone at 1-800-MASTERCARD.

Authorized User means an individual who is authorized to make purchases on the covered card by the cardholder and is recorded by the Participating Organization on its records as being an **authorized user**.

Cardholder means the person who has been issued an account by the Participating Organization for the **covered card**.

Covered card means the MasterCard card.

Evidence of Coverage (EOC) means the document describing the terms, conditions, and exclusions. The **EOC**, Key Terms, and Legal Disclosures are the entire agreement between You and Us.

Representations or promises made by anyone that are not contained in the **EOC**, Key Terms, or Legal Disclosures are not a part of your coverage.

United States Dollars (USD) means the currency of the United States of America.

EXTENDED WARRANTY

The Legal Disclosure is part of this agreement.

Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear in bold and Legal Disclosures.

A. To get coverage:

You must purchase the new item entirely with your **covered card** and/or accumulated points from your **covered card** for yourself or to give as a gift.

The item must have an original manufacturer's (or U.S. store brand) warranty of twelve (12) months or less.

B. The kind of coverage you receive:

Extended Warranty doubles the original manufacturer warranty up to a maximum of twelve (12) months on most items you purchase. For products with multiple warranty components, each warranty time period will be extended up to a maximum of twelve (12) months. 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 twelve (12) months or less on your item, we will cover up to an additional twelve (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 twelve (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.

C. Coverage limitations:

The maximum benefit for repair or replacement shall not exceed the actual amount charged on your **covered card** or \$10,000, whichever is less.

If either the original manufacturer's (or U.S. store brand) warranty or the service contract covers more than twelve (12) months, this benefit will not apply.

We or our **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.

D. 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).

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.

Physical damage to the item.

Any exclusion listed in the original manufacturer's warranty.

E. How to file a claim:

Call 1-800-MASTERCARD to request a claim form. You must report the claim within sixty (60) days of the failure or the claim may not be honored.

Submit the following documentation within one hundred and eighty (180) days from the date of failure or the claim may not be honored:

Completed and signed claim form.

Receipt showing covered item(s).

Statement showing covered item(s).

Itemized purchase receipt(s).

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 by us or our **administrator** to validate a claim.

PRICE PROTECTION

The Legal Disclosure is part of this agreement.

Key Terms:

Throughout this document, You and Your refer to the **cardholder** or

authorized user of the **covered card**. We, Us, and Our refer to AIG WarrantyGuard, Inc.

Administrator means Sedgwick Claims Management Services, you may contact the **administrator** if you have questions regarding this coverage or would like to make a claim. The **administrator** can be reached by phone at 1-800-MASTERCARD.

Auction (online or live) means a place or Internet site where items are sold through price bids, price quotes; or where prices fluctuate based on the number of people purchasing, or interested in purchasing a product. (Examples include, but are not limited to, Ebay, Ubid, Yahoo, public or private live auctions, etc.).

Authorized User means an individual who is authorized to make purchases on the **covered card** by the **cardholder** and is recorded by the Participating Organization on its records as being an **authorized user**.

Cardholder means the person who has been issued an account by the Participating Organization for the covered card.

Covered card means the MasterCard card.

Non-auction internet advertisements means advertisements posted on the Internet, by a non-Auction Internet merchant with a valid tax identification number. The advertisement must have been posted within sixty (60) days after the date you purchased the product and must be for the identical item (advertisement must verify same manufacturer and model number). The printed version of the Internet advertisement must include the merchant's internet address and customer service telephone number, as well as the item including manufacturer, model number, sale price and date of publication.

Printed advertisements means advertisements appearing in a newspaper, magazine, store circular, or catalog which state the authorized dealer or store name, item (including make, model number), and sale price. The advertisement must have been published within sixty (60) days after the date you purchased the product and must be for the identical item (advertisement must verify same manufacturer and model number).

To get coverage:

You must purchase the new item entirely with your **covered card** and/or accumulated points from your **covered card** for yourself or to give as a gift.

You must see either a **printed advertisement** or **non-auction Internet advertisement** for the same product (advertisement must verify same manufacturer and model number) for a lower price within sixty (60) days from the date of purchase as indicated on your receipt.

A. The kind of coverage you receive:

Purchases you make entirely with your **covered card** are covered for sixty (60) days from the date of purchase as indicated on your receipt for the difference between the price you paid and the lower price advertised.

Items you purchase with your **covered 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 including benefits provided by the retailer (including, but not limited to, refunds, exchanges, and store credits). Coverage is limited to only those amounts not covered by any other insurance or coverage, or retailer benefits (including, but not limited to, refunds, exchanges, and store credits).

B. Coverage limitations:

Coverage is limited to the difference between the actual cost of the item (excluding taxes, storage, shipping, and handling costs) and the advertised lower price, up to \$250 per claim. There is a maximum of four (4) claim(s) per **cardholder** account per twelve (12) month period.

C. What is NOT covered:

Any item purchased from an Internet site whose primary purpose is not the sale of the item or related items.

Items purchased for resale, rental, professional, or commercial use. Jewelry, art, 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.

Customized/personalized, one-of-a-kind, or special-order items.

Layaway items; items returned to any store.

Any items purchased from an **auction**.

Items for which the **printed advertisement** or **non-auction Internet advertisement** containing the lower price was published after sixty (60) days from the date you purchased the item.

Items advertised or shown as price quotes, bids or final sale amounts from a non-auction Internet site.

Items advertised in or as a result of "limited quantity," "going out-of-business sales," "close out", or as "discontinued".

Printed advertisements or **non-auction Internet advertisements** that display pricing lower than your purchased item due to rebates, special offerings, bonuses, free items/giveaways, manufacturer's coupons, or special financing.

Professional services, including workmanship, installation, professional advice/counseling, and technical support, or help line.

Plants, shrubs, animals, pets, consumables, and perishables.

Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories.

Land, any buildings (including, but not limited, to homes and dwellings), permanently installed items, fixtures, structures, or home improvement.

Game animals, pets or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).

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.

Differences in price due to sales tax, storage, shipping, handling, postage, transportation, and delivery.

Differences in price due to foreign exchange rates or fluctuation in foreign exchange rates.

D. How to file a claim:

For a Printed Advertisement:

Call 1-800-MASTERCARD to request a claim form. You must report the claim within sixty (60) days of the incident or the claim may not be honored.

Submit the following documentation within one hundred and eighty (180) days of the advertisement's publication:

Completed and signed claim form.

A copy of the **printed advertisement** that shows the date of the advertisement, retailer name, the product (advertisement must verify same manufacturer and model number), and sale price.

Receipt showing the item(s) was purchased.

Statement showing item(s) purchased and use of accumulated point.

Itemized purchase receipt(s).

Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

For a Non-Auction Internet Advertisement:

Call 1-800-MASTERCARD to request a claim form. You must report the claim within sixty (60) days of the incident or the claim may not be honored.

Submit the following documentation within one hundred and eighty (180) days of the advertisement's publication:

Completed and signed claim form.

A copy of the non-auction advertisement that shows the date of the advertisement, website address, retailer name, the product (advertisement must verify same manufacturer and model number), sale price, and, if applicable, shipping, handling and other charges.

Receipt showing the item(s) was purchased.

Statement showing item(s) purchased.

Itemized purchase receipt(s).

Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

IDENTITY THEFT RESOLUTION SERVICES

The Legal Disclosure is part of this agreement.

Program Description:

Personal Identity Theft Resolution Services provides you with access to a number of Identity Theft resolution services, should you believe you are a victim of Identity Theft.

Eligibility:

To be eligible for this coverage, you must be a valid MasterCard cardholder issued by a U.S. financial institution.

Access:

Contact 1-800-MasterCard if you believe you have been a victim of Identity Theft.

Services provided:

Services provided are on a 24-hour basis, 365 days a year. They include: Providing the cardholder with a uniform Identity Theft Affidavit and providing assistance with completion of the Affidavit. It is the responsibility of the cardholder to submit the Affidavit to the proper authorities, credit bureaus, and creditors.

Assistance in notifying all three major credit reporting agencies to obtain a free credit report for the cardholder and placing an alert on the cardholder's record with the agencies.

Assisting the cardholder with debit, credit and/or charge card replacement.

Assisting cardholder with membership/affinity card replacement.

Educating the cardholder on how Identity Theft can occur and of protective measures to avoid further occurrences.

Providing the cardholder with the Identity Theft Resolution Kit.

Providing the cardholder with sample letters for use in canceling checks, ATM cards, and other accounts.

Identity Theft Alerts:

MasterCard is offering Cardholders cyber security through Identity Theft Alerts, CSID's proprietary Internet surveillance technology that proactively detects the illegal trading and selling of personally identifiable information (PII) online. At any point in time, Identity Theft Alerts is tracking thousands of websites and millions of data points, and alerting Cardholders whose personal information they find has been compromised online. This information is being gathered in real-time so that Cardholders have the opportunity to react quickly and take the necessary steps to protect themselves.

Get started at no cost to you by enrolling at <http://www.mastercard.us/idtheftalerts>

Charges:

There is no charge for these services, they are provided by your Financial Institution.

Services are NOT provided when:

When it is determined you have committed any dishonest, criminal, malicious, or fraudulent act.

When your financial institution or card issuer, which provides this service, has investigated the event and deemed you are responsible for the charge or event.

When any theft or unauthorized use of an account by a person to whom the account has been entrusted has been committed.

Program provisions for personal identity theft services

This service applies to you, the named MasterCard cardholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the program.

The provider, CSIdentity Corporation, relies on the truth of statement made in the Affidavit or declaration from each cardholder. This service is provided to eligible MasterCard cardholders at no additional

cost and is in effect for acts occurring while the program is in effect. The terms and conditions contained in this program guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide mailings, statement inserts, or statement messages. MasterCard or your financial institution can cancel or non-renew these services, and if we do, we will notify you at least thirty (30) days in advance. If the Provider non-renews or cancels any services provided to eligible MasterCard cardholders, you will be notified within 30-120 days before the expiration of the service agreement. In the event substantially similar coverage takes effect without interruption, no such notice is necessary. For general questions regarding these services, please contact 1-800- MasterCard.

MASTERCARD GLOBAL SERVICE

The Legal Disclosure is part of this agreement.

MasterCard Global Service™ provides worldwide, 24-hour assistance with **Lost and Stolen Card Reporting, Emergency Card Replacement, and Emergency Cash Advance.**

Call MasterCard Global Service immediately to report your card lost or stolen and to cancel the account. If you need to make purchases or arrange for a cash advance, with your issuer's approval, you can receive a temporary card the next day in the United States, and within two business days almost everywhere else.

Remember, if you report your card lost or stolen, you will not be responsible for any unauthorized transactions on your account.

In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call **1-800-307-7309**.

When out-of-country and in need of assistance, you can easily reach a specially trained MasterCard Global Service Representative who can help you 24 hours a day, 365 days a year, in any language. You can call toll-free from over 80 countries worldwide.

Some of the key toll-free MasterCard Global Service telephone numbers are:

Australia – 1-800-120-113	Mexico – 001-800-307-7309
Austria – 0800-21-8235	Netherlands – 0800-022-5821
France – 0-800-90-1387	Poland – 0-800-111-1211
Germany – 0800-819-1040	Portugal – 800-8-11-272
Hungary – 06800-12517	Spain – 900-97-1231
Ireland – 1-800-55-7378	United Kingdom – 0800-96-4767
Italy – 800-870-866	Virgin Islands – 800-307-7309

For additional information, or for country-specific, toll-free telephone numbers not listed above, visit our Web site at **www.mastercard.com** or call the United States collect at **1-636-722-7111**.

Account Information and Card Benefits:

When in the United States, contact your card issuer directly for account information and **1-800-MASTERCARD** for card benefits. When traveling outside the U.S., call MasterCard Global Service to access your card issuer for account information or to access any of your card benefits.

ATM Locations:

Call **1-877-FINDATM (1-877-346-3286)** to find the location of a nearby ATM in the MasterCard ATM Network accepting MasterCard®, Maestro®, and Cirrus® brands. Also, visit our Web site at **www.mastercard.com** to use our ATM locator.

You can get cash at over two million ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel.

ACCOUNT AND BILLING INFORMATION

Important: Contact your card-issuing financial institution directly for questions concerning your account, such as account balance, credit line, billing inquiries (including transaction exchange rates), merchant disputes, or information about additional services not described in this Guide. Your financial institution's phone number should be available on your monthly billing statement or on the back of your card.

LEGAL DISCLOSURE

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are provided to you, the account holder, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

The insurance benefits are provided under a group policy issued by New Hampshire Insurance Company, an AIG company. This Guide to Benefits is a summary of benefits provided to you. The attached Key Terms and EOC is governed by the Group Policy.

Effective date of benefits: Effective February 1, 2015, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

Cancellation: The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all **cardholders**. If the Policyholder does cancel these benefits, you will be notified in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, 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 the **cardholder** 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 **cardholder** shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. 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: Benefits shall be void if the **cardholder** has concealed or misrepresented any material facts concerning this coverage.

Dispute Resolution – Arbitration: This EOC requires binding arbitration if there is an unresolved dispute concerning this EOC (including the cost of, lack of or actual repair or replacement arising from a loss or breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this EOC by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing the parties' positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, the disputing party must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose.

The parties will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by the parties. Unless otherwise agreed to by the parties, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this EOC. The laws of the state of New York (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this EOC and all transactions contemplated by this EOC, including, without limitation, the validity, interpretation, construction, performance and enforcement of this EOC.

Due Diligence: All parties are expected to exercise due diligence to avoid or diminish any theft, loss 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 **cardholder** who 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 **cardholder**.

Salvage: If an item is not repairable, the claim administrator may request that the **cardholder** or gift recipient send the item to the administrator for salvage at the **cardholder'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.

Other Insurance: Coverage is secondary to and in excess of any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

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.

Severability of Provisions: If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

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

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or an issuer's, or the MasterCard actual offerings, such master policies or actual offering shall control.

Provision of services is subject to availability and applicable legal restrictions.

**To file a claim, call 1-800-MASTERCARD:
1-800-627-8372, or en Español:
1-800-633-4466.
Visit our Web site at www.mastercard.com.**

MASTERRENTAL® COVERAGE –15 DAY

The Legal Disclosure is part of this agreement.

Key Terms

Throughout this document, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to New Hampshire Insurance Company, an AIG Company.

Administrator means Sedgwick Claims Management Services, Inc., you may contact the **administrator** if you have questions regarding this coverage or would like to make a claim. The **administrator** can be reached by phone at 1-800-MasterCard.

Authorized driver(s) means a driver with a valid driver's license issued from their state of resident and indicated on the **rental agreement**.

Authorized User means an individual who is authorized to make purchases on the **covered card** by the **cardholder** and is recorded by the Participating Organization on its records as being an **authorized user**.

Cardholder means the person who has been issued an account by the Participating Organization for the **covered card**.

Covered card means the MasterCard card.

Evidence of Coverage (EOC) means the document describing the terms, conditions, and exclusions. The **EOC**, Key Terms, and Legal Disclosures are the entire agreement between You and Us. Representations or promises made by anyone that are not contained in the **EOC**, Key Terms, or Legal Disclosures are not a part of your coverage.

Manufacturer suggested retail price (MSRP) means the purchase price of the **vehicle** or the value of the **vehicle** based on the National Automobile Dealers Association website at www.nada.com or similar source.

Rental agreement means the entire agreement or contract that you receive when renting a **vehicle** from a **vehicle** rental agency that describes in full all of the terms and conditions of the rental, as well as the responsibility of all parties under the **rental agreement**.

United States Dollars (USD) means the currency of the United States of America.

Vehicle means a land motor **vehicle** with four wheels that is designed for use on public roads and intended for use on a bound surface such as concrete and tarmac. This includes minivans and sport utility **vehicles** that are designed to accommodate less than nine (9) passengers.

Evidence of Coverage

Pursuant to the below terms and conditions, when you rent a **vehicle** for fifteen (15) consecutive days or less with your **covered card**, you are eligible for benefits under this coverage.

Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear in bold and Legal Disclosures.

A. To get coverage: You must initiate and then pay for the entire **rental agreement** (tax, gasoline, and airport fees are not considered rental charges) with your **covered card** and/or the accumulated points from your **covered card** at the time the **vehicle** is returned. If a rental company promotion/discount of any kind is initially applied toward payment of the rental **vehicle**, at least one (1) full day of rental must be billed to your **covered card**.

You must decline the optional collision/damage waiver (or similar coverage) offered by the rental company.

You must rent the **vehicle** in your own name and sign the **rental agreement**.

Your **rental agreement** must be for a rental period of no more than fifteen (15) consecutive days. Rental periods that exceed or are intended to exceed fifteen (15) consecutive days are not covered. The rented **vehicle** must have a **MSRP** that does not exceed \$50,000 **USD**.

B. The kind of coverage you receive: We will pay for the following on a secondary basis: • Physical damage and theft of the **vehicle**, not to exceed the limits outlined below. • Reasonable loss of use charges imposed by the **vehicle** rental company 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. • Towing charges to the nearest collision repair facility.

This coverage is not all-inclusive, which means it does not cover such things as personal injury, personal liability, or personal property. It does not cover you for any damage to other **vehicles** or property. It does not cover you for any injury to any party.

C. Coordination of Benefits: When MasterRental is provided on a secondary basis and a covered loss has occurred the order in which benefits are determined is as follows:

1. You or an **authorized driver's** primary auto insurance; 2. Collision/damage waiver provided to you by the rental agency; 3. Any other collectible insurance; 4. The coverage provided under this **EOC**.

If you or an **authorized driver's** primary auto insurance or other coverage has made payments for a covered loss, we will cover your deductible and any other eligible amounts, described in Section B, not covered by the other insurance.

Note: In certain parts of the United States and Canada losses to rental **vehicles** that are covered by your personal **vehicle** insurance policy liability section may not be subject to a deductible, which means that you may not receive any benefits from this program. Contact your insurance provider for full coverage details pertaining to your personal **vehicle** liability insurance policy (or similar coverage).

If you have no other insurance or your insurance does not cover you in territories or countries outside of the United States, coverage is considered primary coverage.

D. Who is covered: The **covered card cardholder** and those designated in the **rental agreement** as **authorized drivers**.

E. Excluded rental vehicles: • All trucks, pickups, full-size vans mounted on truck chassis (including, but not limited to, Ford EconoVan), cargo vans, 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, flatbed truck (including, but not limited to, Chevy Avalanche, GMC Envoy, 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 **MSRP** that exceeds \$50,000 **USD**.

F. Where you are covered: Coverage is available worldwide except in the following countries: Republic of Ireland, Northern Ireland, Israel, Jamaica

Coverage is not available in countries where: a. This **EOC** is prohibited by that country's law; or b. The terms of the **EOC** are in conflict with the laws of that country.

G. Coverage limitations: We will pay the lesser of the following: a) The actual repair amount; b) Wholesale market value less salvage and depreciation; c) The rental agencies purchase invoice less salvage and depreciation; or d) \$50,000 **USD**

In addition, coverage is limited to \$500 per incident for reasonable loss of use charges imposed by the **vehicle** rental company for the period of time the rental **vehicle** is out of service.

We will not pay for or duplicate the collision/damage waiver coverage offered by the rental agency.

H. What is NOT covered: • Any personal item **stolen** from the interior or exterior of rental **vehicles**. • **Vehicle keys** or portable Global Positioning Systems (GPS). • **Vehicles** not rented by the **cardholder** or **authorized user** on the **covered card**. • Any person not designated in the **rental agreement** as an **authorized driver**. • Any obligations you assume other than what is specifically covered under the **rental agreement** or your primary **vehicle** insurance or other indemnity policy. • Any violation of the written terms and conditions of the **rental agreement**. • Any loss that occurs while driving under the influence of drugs or alcohol. • Any loss associated with racing or reckless driving. • Losses involving the theft of the rental **vehicle** when you or an **authorized driver** cannot produce the keys to the rental **vehicle** at the

time of reporting the incident to the 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 (or similar coverage) was accepted/ purchased by you. • Any damage that is of an intentional or non-accidental nature, caused by you or an **authorized driver** of the rental **vehicle**. • Depreciation, diminishment of value, administrative, storage, or other fees charged by the **vehicle** rental company. • **Vehicles** with a **rental agreement** that exceeds or is intended to exceed a rental period of fifteen (15) 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. • Damage sustained on any road not regularly maintained by a municipal, state, or federal entity. • 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. • Theft of, or damage to, unlocked or unsecured **vehicles**. • Value-added tax, or similar tax, unless reimbursement of such tax is required by law. • **Vehicles** rented in Republic of Ireland, Northern Ireland, Israel, Jamaica.

I. How to file a claim: • Call 1-800-MasterCard to request a claim form. You must report the claim within sixty (60) 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 us or our **administrator** for further details. • Submit the following documentation within one hundred and eighty (180) days of the incident or the claim will not be honored: - Completed and signed claim form. - Receipt showing the **vehicle** rental. - Statement showing the **vehicle** rental. - The **rental agreement** (front and back). - Copy of Your valid driver's license (front and back). - Copy of the declarations page of any primary **vehicle** insurance and other valid insurance or coverage. - Police report when the **vehicle** is **stolen**, vandalized (regardless of the damage), or involved in a collision that requires the **vehicle**; to be towed, in a multi-**vehicle** collision, or the **vehicle** is not drivable. - Itemized repair estimate from a factory authorized collision repair facility. - Copy of the **vehicle** rental company 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. - Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

Legal Disclosure

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are provided to you, the account holder, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility). The insurance benefits are provided under a group policy issued by New Hampshire Insurance Company, an AIG company. This Guide to Benefits is a summary of benefits provided to you. The attached Key Terms and EOC is governed by the Group Policy.

Effective date of benefits: Effective February 1, 2015, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

Cancellation: The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all cardholders. If the Policyholder does cancel these benefits, you will be notified in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, 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 the **cardholder** 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 **cardholder** shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. 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: Benefits shall be void if the **cardholder** has concealed or misrepresented any material facts concerning this coverage.

Dispute Resolution – Arbitration: This EOC requires binding arbitration if there is an unresolved dispute concerning this EOC (including the cost of, lack of or actual repair or replacement arising from a loss or breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this EOC by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing the parties' positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, the disputing party must make a written demand to the other party for arbitration. This demand must be made within one

Due Diligence: All parties are expected to exercise due diligence to avoid or diminish any theft, loss 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 **cardholder** who 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 **cardholder**.

Salvage: If an item is not repairable, the claim administrator may request that the **cardholder** or gift recipient send the item to the administrator for salvage at the **cardholder'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.

Other Insurance: Coverage is secondary to and in excess of any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

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.

Severability of Provisions: If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

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

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or an issuer's, or the MasterCard actual offerings, such master policies or actual offering shall control. Provision of services is subject to availability and applicable legal restrictions.

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(1) year of the earlier of the date the loss occurred or the dispute arose. The parties will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by the parties. Unless otherwise agreed to by the parties, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this EOC. The laws of the state of New York (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this EOC and all transactions contemplated by this EOC, including, without limitation, the validity, interpretation, construction, performance and enforcement of this EOC.

BAGGAGE DELAY

The Legal Disclosure is part of this agreement.

Key Terms

Throughout this document, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to New Hampshire Insurance Company, an AIG company.

Administrator means Sedgwick Claims Management Services, Inc., you may contact the **administrator** if you have questions regarding this coverage or would like to make a claim. The **administrator** can be reached by phone at 1-800-MasterCard.

Authorized User means an individual who is authorized to make purchases on the **covered card** by the **cardholder** and is recorded by the Participating Organization on its records as being an **authorized user**.

Cardholder means the person who has been issued an account by the Participating Organization for the **covered card**.

Checked baggage means suitcases or other containers specifically designated for carrying personal property, for which a claim check has been issued to you by a **common carrier**.

Common carrier means an air, land, or water motorized transportation carrier operating under a regularly published schedule and current license as required by law for the conveyance of passengers. **Common carrier** does not include helicopters, taxi rental cars, hired cars, and private and contract carriers.

Covered card means the MasterCard card.

Delay means baggage (including personal/business articles and/or effects contained within) that is not delivered to you within six (6) hours after arrival at your scheduled destination.

Evidence of Coverage (EOC) means the document describing the terms, conditions, and exclusions. The EOC, Key Terms, and Legal Disclosures are the entire agreement between You and Us.

Representations or promises made by anyone that are not contained in the EOC, Key Terms, or Legal Disclosures are not a part of your coverage.

United States Dollars (USD) means the currency of the United States of America.

Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear in bold and Legal Disclosures.

A. To get coverage: You must pay the entire cost of the **common carrier** ticket(s) with your **covered card** and/or accumulated points from your **covered card**.

B. The kind of coverage you receive: • Reimbursement for the actual cost of replacing, on an emergency basis, any personal articles (e.g., clothing, hygiene and/or grooming products) or business effects (e.g., uniforms or general office supplies) contained in your **checked baggage**, if the **checked baggage** is **delayed** in getting to you

at your scheduled destination. • Coverage begins when the baggage is checked in with the **common carrier** by you.

This includes curbside check-in with facility-designated personnel. • Coverage ends when you regain possession of your **checked baggage** from the **common carrier**. This includes curbside checkout with facility-designated personnel. • Coverage is secondary to any other applicable insurance or coverage available to you including benefits provided by the **common carrier** (including, but not limited to, goodwill payments, refunds, credit/vouchers). Coverage is limited to only those amounts not covered by any other insurance or coverage or **common carrier** benefits (including, but not limited to, goodwill payments, refunds, credit/vouchers).

C. Coverage limitations: Coverage is limited to the actual cost, up to \$250 per claim, of replacing, on an emergency basis, any personal articles or business effects contained in your **checked baggage**. There is a maximum of two (2) claim(s) per twelve (12) month period.

D. What is NOT covered: • Plants, shrubs, animals, consumables, and perishables. • Art objects, antique items, collectibles of any kind (such as items designed for people to collect or items that over time become collectibles). • All types of stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, audio cassettes, and film). • Keys, travelers' checks, visas, documents of any kind, tickets of any kind (e.g. airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare, or precious metals, stamps, and coins, currency or its equivalent. • Property shipped as freight (including, but not limited to, automobiles and their equipment, motorcycles, gasoline or oils, and electrical free-standing motors. • Computers, printers, or any computer related equipment. • Rugs, cameras, radios, CD or DVD player, sporting equipment, cellular phones, or household furniture. • Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation, expropriation or detention by any government, public authority, or customs official; illegal activity or acts. • Losses resulting from contamination by radioactive or hazardous substances, including mold. • Items specifically identified or described in and/or insured under any other insurance or indemnity policy. • Indirect or direct damages resulting from a loss. • Any items not contained in your **checked baggage**.

E. How to file a claim: • Call 1-800-MasterCard to request a claim form. You must report the claim within sixty (60) days of the incident or the claim may not be honored. • Report the baggage **delay** to the **common carrier** within twenty-four (24) hours. • Submit the following documentation within one hundred and eighty (180) days of the date of incident or the claim may not be honored: - Completed and signed claim form. - Receipt showing the purchase of travel tickets. - Statement showing the purchase of travel tickets. - **Covered card** travel point program statement showing the **common carrier** ticket was paid for with redeemed points, if applicable. - Copy of the **delayed checked baggage** report or property irregularity report that was submitted to the **common carrier** prior to leaving the terminal premises. - The result of any settlement by the **common carrier**. - Receipts for the covered purchases. - Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

Legal Disclosure

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are provided to you, the account holder, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

The insurance benefits are provided under a group policy issued by New Hampshire Insurance Company, an AIG company. This Guide to Benefits is a summary of benefits provided to you. The attached

Key Terms and EOC is governed by the Group Policy.

Effective date of benefits: Effective February 1, 2015, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

Cancellation: The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all cardholders. If the Policyholder does cancel these benefits, you will be notified in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, 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 the **cardholder** 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 **cardholder** shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. 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: Benefits shall be void if the **cardholder** has concealed or misrepresented any material facts concerning this coverage.

Dispute Resolution – Arbitration: This **EOC** requires binding arbitration if there is an unresolved dispute concerning this **EOC** (including the cost of, lack of or actual repair or replacement arising from a loss or breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this **EOC** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing the parties' positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, the disputing party must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. The parties will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by the parties. Unless otherwise agreed to by the parties, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this **EOC**. The laws of the state of New York (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this **EOC** and all transactions contemplated by this **EOC**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **EOC**.

Due Diligence: All parties are expected to exercise due diligence to avoid or diminish any theft, loss 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 **cardholder** who 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 **cardholder**.

Salvage: If an item is not repairable, the claim administrator may request that the **cardholder** or gift recipient send the item to the administrator for salvage at the **cardholder'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.

Other Insurance: Coverage is secondary to and in excess of any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

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.

Severability of Provisions: If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed “severable” from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

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

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or an issuer's, or the MasterCard actual offerings, such master policies or actual offering shall control. Provision of services is subject to availability and applicable legal restrictions.

PURCHASE ASSURANCE

The Legal Disclosure is part of this agreement.

Key Terms

Throughout this document, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to New Hampshire Insurance Company, an AIG company.

Administrator means Sedgwick Claims Management Services, Inc., you may contact the **administrator** if you

have questions regarding this coverage or would like to make a claim. The **administrator** can be reached by phone at 1-800-MasterCard.

Authorized User means an individual who is authorized to make purchases on the **covered card** by the **cardholder** and is recorded by the Participating Organization on its records as being an **authorized user**.

Cardholder means the person who has been issued an account by the Participating Organization for the **covered card**. **Covered card** means the MasterCard card.

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.

Evidence of Coverage (EOC) means the document describing the terms, conditions, and exclusions. The **EOC**, Key Terms, and Legal Disclosures are the entire agreement between You and Us. Representations or promises made by anyone that are not contained in the **EOC**, Key Terms, or Legal Disclosures are not a part of your coverage.

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.

United States Dollars (USD) means the currency of the United States of America.

Evidence of Coverage Pursuant to the below terms and conditions, when an item you bought with your **covered card** is

damaged or **stolen** within ninety (90) days of purchase, you may be eligible for benefits under this coverage.

Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear in bold and Legal Disclosures.

A. To get coverage: • You must purchase the new item entirely with your **covered card** and/or accumulated points from your **covered card** for yourself or to give as a gift.

B. The kind of coverage you receive: • Most items you purchase entirely with your **covered card** are covered if **damaged** or **stolen** for ninety (90) days from the date of purchase as indicated on your **covered card's** receipt. • Items you purchase with your **covered 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.

C. Coverage limitations: • Coverage is limited to the lesser of the following: • The actual cost of the item (excluding delivery and transportation costs). • A maximum of \$1,000 per loss and a total of \$25,000 per **cardholder** 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 credit card statement, regardless of sentimental or appreciated market value.

D. What is NOT covered: • Items left in public sight, out of arm's reach, lacking care, custody or control by the **cardholder**. • 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. • Items lost, **stolen**, **damaged**, or misdelivered 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 a 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. • 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. • Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals). • Items **stolen** or **damaged** at a new home construction site. • Rented, leased, or borrowed items for which you will be held responsible. • Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure. • Any shipping charges, transportation and delivery charges, or promised time

frames for delivery, whether or not stated or covered by the manufacturer's warranty.

E. How to file a claim: • Call 1-800-MasterCard to request a claim form. You must report the claim within sixty (60) days of the loss or the claim may not be honored. • Submit the following documentation within one hundred and eighty (180) days of the date you report the claim: - Completed and signed claim form. - Repair estimate for **damaged** item(s). - Photograph clearly showing **damage**, if applicable. - Receipt showing purchase of covered item(s). - Statement showing purchase of covered item(s). - Report from police listing any 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 by us or our **administrator** to validate a claim.

Legal Disclosure

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are provided to you, the account holder, at no additional charge. Non-insurance services may have associated

costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

The insurance benefits are provided under a group policy issued by New Hampshire Insurance Company, an AIG company. This Guide to Benefits is a summary of benefits provided to you. The attached Key Terms and EOC is governed by the Group Policy.

Effective date of benefits: Effective February 1, 2015, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

Cancellation: The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all cardholders. If the Policyholder does cancel these benefits, you will be notified in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, 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 the **cardholder** 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 **cardholder** shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. 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: Benefits shall be void if the **cardholder** has concealed or misrepresented any

material facts concerning this coverage.

Dispute Resolution – Arbitration: This **EOC** requires binding arbitration if there is an unresolved dispute concerning this **EOC** (including the cost of, lack of or actual repair or replacement arising from a loss or breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this **EOC** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing the parties' positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, the disputing party must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. The parties will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by the parties. Unless otherwise agreed to by the parties, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this **EOC**. The laws of the state of New York (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this **EOC** and all transactions contemplated by this **EOC**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **EOC**.

Due Diligence: All parties are expected to exercise due diligence to avoid or diminish any theft, loss 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 **cardholder** who 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 **cardholder**.

Salvage: If an item is not repairable, the claim administrator may request that the **cardholder** or gift recipient send the item to the administrator for salvage at the **cardholder'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.

Other Insurance: Coverage is secondary to and in excess of any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this

document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

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.

Severability of Provisions: If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

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

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or an issuer's, or the MasterCard actual offerings, such master policies or actual offering shall control. Provision of services is subject to availability and applicable legal restrictions. Guide to Benefits for MasterCard® Cardholders

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IDENTIFY FRAUD EXPENSE REIMBURSEMENT

The Legal Disclosure is part of this agreement.

Key Terms

Throughout this document, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to New Hampshire Insurance Company, an AIG Company.

Administrator means Sedgwick Claims Management Service, Inc., you may contact the **administrator** if you have questions regarding this coverage or would like to make a claim. The **administrator** can be reached by phone at 1-800-MasterCard.

Authorized User means an individual who is authorized to make purchases on the **covered card** by the **cardholder** and is recorded by the Participating Organization on its records as being an **authorized user**.

Cardholder means the person who has been issued an account by the Participating Organization for the **covered card**.

Eligible expense(s) means reasonable and necessary attorney fees or court costs associated in removing any civil suit wrongful brought against you as a result of **identity fraud** or any suit brought against you by a creditor or collection agency or other entity for non-payment of goods and/or services as a result of **identity fraud**, actual U.S. wages lost due to time off relating to efforts in resolving your **identity fraud** issues, loan applications fees, notarizing affidavits or other similar document cost, long distance telephone cost, and postage cost you may have incurred as a direct result of **identity fraud**.

Evidence of Coverage (EOC) means the document describing the terms, conditions, and exclusions. The **EOC**,

Key Terms, and Legal Disclosures are the entire agreement between You and Us. Representations or promises made by anyone that are not contained in the EOC, Key Terms, or Legal Disclosures are not a part of your coverage.

Identity fraud means the use of your name, address, Social Security number (SSN), bank, or credit card account number, or other identifying information without your knowledge to commit fraud or deception.

Loss means the **eligible expenses** related to your **identity fraud**.

United States Dollars (USD) means the currency of the United States of America.

Evidence of Coverage

Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear in bold and Legal Disclosures.

A. The kind of coverage you receive: We will reimburse you for **losses** you incur as a result of **identity fraud**.

Coverage is secondary to any other applicable insurance coverage available to you. Coverage is limited to only those amounts not covered by any other insurance or coverage benefit.

B. Coverage limitations: Coverage is limited to **eligible expenses**, up to \$1,000 per claim, as a result of **identity fraud**.

C. Where you're covered: Coverage applies only to **losses** arising out of an **identity fraud** occurring within any of the fifty (50) United States of America, Canada, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands.

D. What is NOT covered: • An act of fraud, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you, or by any authorized representative of you, whether acting alone or in collusion with you or others. • Damages or **losses** arising out of any business pursuits, **loss** of profits, business interruption, **loss** of business information, or other pecuniary **loss**. • Damages or **losses** arising from the theft or unauthorized or illegal use of your business name, d/b/a/ or any other method of identifying your business activity. • Any lost wages due to sickness or emotional breakdown; • Damages or **losses** of any type for which the financial institution is legally liable. • Damages or **losses** of any type resulting from fraudulent charges or withdrawal of cash from a debit or credit card. • Damages or **loss** of any type resulting from fraudulent withdrawals from financial accounts; • Indirect or direct damages or **losses** of any nature. • Any incident involving a **loss** or potential **loss** not notified to the relevant police authority within seventy-two (72) hours from the date you had knowledge of the **loss**. • Any costs due to delay in providing services, or damages resulting from any delay in services. • **Losses** that were incurred or commenced prior to this coverage being provided to you. • Fees or costs associated with the use of any investigative agencies or private investigators. • Any **loss** that is not a direct result of **identity fraud**. • Theft or damages of traveler's checks, tickets of any kind, negotiable instruments, cash or its equivalent, passports, or any documents. • Authorized charges that you have disputed based on the quality of goods or services. • Authorized account transactions or trades that you have disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions.

E. What to do if you're a victim of identity fraud: • Call 1-800-MasterCard upon discovery of **identity fraud** to report the incident. • Contact all major credit bureaus

(Experian, Equifax, TransUnion, etc.) immediately after discovery of **identity fraud** to place a fraud alert on your credit report; • File a police report in your local jurisdiction; • File a complaint with the Federal Trade Commission (FTC). You may be requested to file a report with other agencies as necessary; • Follow all procedures for recovery and reasonable requests for information and assistance at all institutions affected; • Maintain a copy of all receipts, bills or other records that support your claim for an Identity Fraud Expense Reimbursement payment. These records shall be kept in such manner that can accurately determine the amount of any **loss**. • Take any other reasonable steps available to protect your identity from any further fraudulent use.

F. How to file a claim: • Contact the 1-800-MasterCard to request a claim form. You must inform us or our **administrator** of an **identity fraud** case no later than sixty (60) from the date of discovery. • Submit the following documentation within one hundred and eighty (180) days after close of your **identity fraud** case or the claim may not be honored. - Completed and signed claim form. - Proof that a fraud alert was placed with each major credit bureau (Experian, Equifax, TransUnion, etc.) immediately after discovery of **identity fraud**; - Copy of a police report from your local jurisdiction; - Copy of results of any settlement or denial from credit card companies, banks, creditors, collection agencies, etc. concerning your **identity fraud** claim. - Copy of the complaint filed with the Federal Trade Commission (FTC). - Copy of all receipts, bills or other records that support your claim for an Identity Fraud Expense Reimbursement payment. Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

Note: Identity Fraud Expense Reimbursement is not available to residents of the state of New York.

Legal Disclosure

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are provided to you, the account holder, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

The insurance benefits are provided under a group policy issued by New Hampshire Insurance Company, an AIG company. This Guide to Benefits is a summary of benefits provided to you. The attached Key Terms and EOC is governed by the Group Policy.

Effective date of benefits: Effective February 1, 2015, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

Cancellation: The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all cardholders. If the Policyholder does cancel these benefits, you will be notified in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, 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 the **cardholder** 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 **cardholder** shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. 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: Benefits shall be void if the **cardholder** has concealed or misrepresented any material facts concerning this coverage.

Dispute Resolution – Arbitration: This **EOC** requires binding arbitration if there is an unresolved dispute concerning this **EOC** (including the cost of, lack of or actual repair or replacement arising from a loss or breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this **EOC** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing the parties' positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, the disputing party must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. The parties will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by the parties. Unless otherwise agreed to by the parties, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this **EOC**. The laws of the state of New York (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this **EOC** and all transactions contemplated by this **EOC**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **EOC**.

Due Diligence: All parties are expected to exercise due diligence to avoid or diminish any theft, loss 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 **cardholder** who 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 **cardholder**.

Salvage: If an item is not repairable, the claim administrator may request that the **cardholder** or gift recipient send the item to the administrator for salvage at the **cardholder'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.

Other Insurance: Coverage is secondary to and in excess of any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

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.

Severability of Provisions: If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable. Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. **Receipt and/or possession of this Guide to Benefits does not guarantee coverage or coverage availability.**

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or an issuer's, or the MasterCard actual offerings, such master policies or actual offering shall control. Provision of services is subject to availability and applicable legal restrictions.

Guide to Benefits for MasterCard® Cardholders

Identity Fraud Expense Reimbursement

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MASTERASSIST TRAVEL ASSISTANT SERVICES

Rely on Travel Assistance Services when you're away from home.

Travel Assistance Services is your guide to many important services you may need when traveling. Benefits are designed to assist you or your travel companions when you're traveling 50 miles or more from home.* This is reassuring, especially when visiting a place for the first time or not speaking the language. For services, call 1-800-MasterCard. Enrollment is automatic and the assistance service is free to cardholders. Please keep in mind that you will be responsible for the fees incurred for professional or emergency services requested of Travel Assistance Services (e.g., medical or legal bills).

* Travel Assistance Services are available worldwide, with the exception of those countries and territories which may be involved in an international or internal conflict, or in those countries and territories where the existing infrastructure is deemed inadequate to guarantee service. You may contact us prior to embarking on a covered trip to confirm whether or not services are available at your destination(s).

MASTERTRIP® TRAVEL ASSISTANCE

The Legal Disclosure is part of this agreement.

Before you begin your trip, MasterTrip provides information on travel requirements including documentation (visas, passports), immunizations or currency exchange rates. The exchange rate provided may differ from the exact rate that issuers use for transactions on your card. Information on exchange rates for items billed on your statement should be obtained from the financial institution that issued your card. MasterTrip will also help you locate any lost or stolen travel materials, including luggage. This is not an insurance policy for lost/stolen luggage and we do not reimburse you for a permanent loss.

If you have a travel emergency and need cash, MasterTrip can arrange to transfer up to \$5,000 from a family member, friend, or business account.

This service does not provide maps or information regarding road conditions.

Travel Services Medical Assistance

Provides a global referral network of general physicians, dentists, hospitals and pharmacies. We can also help you refill prescriptions with local pharmacists (subject to local laws).

In the event of emergencies, a stateside physician or nurse can be contacted for consultation with the local

Key Terms

Throughout this document, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to New Hampshire Insurance Company, an AIG company.

Administrator means Sedgwick Claims Management Services, Inc.; you may contact the **administrator** if you have questions regarding this coverage or would like to make a claim. The **administrator** can be reached by phone at 1-800-MasterCard.

Authorized User means an individual who is authorized to make purchases on the **covered card** by the **cardholder** and is recorded by the Participating Organization on its records as being an **authorized user**.

Cardholder means the person who has been issued an account by the Participating Organization for the **covered card**.

Covered card means the MasterCard card.

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.

Eligible Cellular Wireless Telephones are the cellular telephones associated with the primary line and up to the first two secondary, additional or supplemental lines on the Eligible Person's cellular provider's monthly billing statement for the billing cycle preceding the month in which the theft or damage occurred.

Eligible Person means a person to whom an Eligible Account is issued from a Participating Organization who charges the monthly bill for an Eligible Cellular Wireless Telephone to an Eligible Account. No person or entity other than the Eligible Person(s) described shall have any legal or equitable right, remedy or claim for the insurance proceeds arising out of this coverage.

Evidence of Coverage (EOC) means the document describing the terms, conditions, and exclusions. The **EOC**, Key Terms, and Legal Disclosures are the entire agreement between You and Us. Representations or promises made by anyone that are not contained in the **EOC**, Key Terms, or Legal Disclosures are not a part of your coverage.

medical staff and to monitor your condition. If you are hospitalized, we can arrange to have messages relayed home, transfer you to another facility if medically necessary, or have a family member or close friend brought to your bedside if you have been traveling alone (at cardholder's expense). If a tragedy occurs, we'll assist in securing travel arrangements for you and your travel companion(s).

MASTERLEGAL® REFERRAL SERVICE

The Legal Disclosure is part of this agreement.

Provides you with English-speaking legal referrals or consults with appropriate embassies and consulates regarding your situation.

Will assist in transfers up to \$5,000 in cash from a family member, friend or business to cover legal fees or to post bail. There is no charge for referral services; however, legal and bail fees are your responsibility.

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CELLULAR WIRELESS TELEPHONE PROTECTION

The Legal Disclosure is part of this agreement.

Key Terms

Mysteriously Disappear means the vanishing of an item in an unexplained manner where there is absence of evidence of a wrongful act by a person or persons.

Stolen means items that are taken by force and/or under duress or a loss which involves the disappearance of Eligible Cellular Wireless Telephone from a known place under circumstances that would indicate the probability of theft and for which a police report was filed within forty-eight hours of the theft.

United States Dollars (USD) means the currency of the United States of America.

Evidence of Coverage

Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear in bold and Legal Disclosures.

A. To get coverage:

You must charge your monthly cellular telephone bill with your **covered card**. You are eligible for coverage the first day of the calendar month following the payment of your cellular telephone bill with your **covered card**.

B. The kind of coverage you receive:

Reimbursement for damage or theft of Eligible Cellular Telephone.

Coverage begins the first day of the calendar month following the payment of your monthly cellular telephone bill.

Coverage ends the first day of the calendar month following nonpayment of your monthly cellular telephone bill.

Coverage is excess of any other applicable insurance or indemnity the **Eligible Person** may have.

C. Coverage limitations: Coverage is limited to damage or theft up to \$200 per claim subject to the terms, conditions, exclusions, and limits of liability of this benefit as well as the twenty-five dollar (\$25) deductible. The maximum liability is \$200 per claim occurrence, and \$600 per twelve (12) month period.

D. What is NOT covered: The following items are excluded from coverage under this Policy:

Cellular Wireless Telephone accessories other than the standard battery and/or standard antenna provided by the manufacturer.

Cellular Wireless Telephones purchased for resale or for professional or commercial use.

Eligible Cellular Wireless Telephones that are lost or “Mysteriously Disappear”.

Cellular Wireless Telephones under the care and control of a common carrier, including, but not limited to, the U.S. Postal Service, airplanes or delivery service.

Cellular Wireless Telephones stolen from baggage unless hand-carried and under the **Eligible Person’s** supervision or under the supervision of the **Eligible Person’s** traveling companion who is previously known to the **Eligible Person**.

Cellular Wireless Telephones stolen from a construction site.

Cellular Wireless Telephones which have been rented, leased or borrowed or Cellular Wireless Telephones that are received as part of a pre-paid plan.

Cosmetic damage to the **Eligible Cellular Wireless Telephone** or damage that does not impact the **Eligible Cellular Wireless Telephone’s** ability to make or receive phone calls.

Damage or theft resulting from abuse, intentional acts, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion or insurrection), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects or vermin.

Damage or theft resulting from mis-delivery or voluntary parting from the **Eligible Cellular Wireless Telephone**.

Replacement **Cellular Wireless Telephone(s)** purchased from other than a cellular service provider’s retail or internet store; or Taxes, delivery or transportation charges or any fees associated with the service provided.

E. How to file a claim

Call 1-800-MasterCard to request a claim form. You must report the claim within ninety (90) days of the loss or the claim may not be honored.

Submit the following documentation within one hundred and twenty (120) days of the date you report the claim or the claims may not be honored:

Completed and signed claim form

Eligible Person’s card statement reflecting the monthly **Eligible Cellular Wireless Telephone** payments for the month preceding the date the **Eligible Cellular Wireless Telephone** was Stolen or suffered damage

A copy of the **Eligible Person’s** current wireless service provider’s billing statement

A copy of the original **Eligible Cellular Wireless Telephone** purchase receipt or other sufficient proof of the **Eligible Cellular Wireless Telephone** model currently linked to the **Eligible Person’s Eligible Cellular Wireless Telephone** account

A copy of the insurance claim to the **Eligible Person’s** homeowner’s, renter’s or personal automobile insurance or any applicable cellular telephone insurance, or in the event that the claim amount is less than the **Eligible Person’s** deductible, a copy of the policy’s declarations page.

If a claim is due to damage, a copy of the repair estimate and photos of the damage

If the claim is due to theft, a copy of the police report filed within forty-eight (48) hours of the theft

Legal Disclosure

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are provided to you, the accountholder, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer’s fee is your responsibility).

The insurance benefits are provided under a group policy issued by New Hampshire Insurance Company, an AIG company. This Guide to Benefits is a summary of benefits provided to you. The attached Key Terms and EOC is governed by the Group Policy.

Effective date of benefits: Effective September 28, 2015, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

Cancellation: The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all **cardholders**. If the Policyholder does cancel these benefits, you will be notified in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, 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 the **cardholder** 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 **cardholder** shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. 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: Benefits shall be void if the **cardholder** has concealed or misrepresented any material facts concerning this coverage.

Dispute Resolution – Arbitration: This EOC requires binding arbitration if there is an unresolved dispute concerning this EOC (including the cost of, lack of or actual repair or replacement arising from a loss or breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this EOC by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing the parties’ positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, the disputing party must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. The parties will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an “umpire.” Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by the parties. Unless otherwise agreed to by the parties, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this **EOC**. The laws of the state of New York (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this **EOC** and all transactions contemplated by this **EOC**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **EOC**.

Due Diligence: All parties are expected to exercise due diligence to avoid or diminish any theft, loss 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 **cardholder** who 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 **cardholder**.

Salvage: If an item is not repairable, the claim administrator may request that the **cardholder** or gift recipient send the item to the administrator for salvage at the **cardholder'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.

Other Insurance: Coverage is secondary to and in excess of any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

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.

Severability of Provisions: If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed “severable” from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

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