

# MasterAssist Travel Assistance 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

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 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

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.

# Master RoadAssist® Roadside Service

(Available only when traveling in the 50 United States and the District of Columbia)

If your car breaks down on the road, just call **1-800-Mastercard** and tell us where you are.

We'll send someone to the rescue. This is not only reassuring, but it may also save you money because fees for many services (jump-starts, towing, gas delivery, and tire changes) are prenegotiated. Road service fees will be automatically billed to your Mastercard account.

You are responsible for emergency road service charges incurred by towing facilities responding to your dispatch, even if you are not with your vehicle (or it's gone) when the tow truck arrives. Mastercard International is not responsible or liable for the service the towing facility provides. Towing facilities are independent contractors, solely liable for their services.

Emergency road service is not available in areas not regularly traveled, in "off road" areas not accessible by ordinary towing vehicles, or for over one-ton capacity trailers, campers or vehicles-in-tow.

If you have a rental car, be sure to call the rental car agency before you call **1-800-Mastercard**, as many rental agencies have special procedures regarding emergency road service assistance.

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Throughout this document, you and your refer to the Cardholder. We, us, and our refer to New Hampshire Insurance Company, an AIG Company, New York, NY.

**Accident(al)** means a sudden, unforeseen, and unexpected event which: (1) Happens by chance; (2) arises from a source external to the Eligible Traveler; (3) is independent of illness, disease or their bodily malfunction or medical or surgical treatment thereof; (4) occurs while you are insured under the Group Policy; and (5) is the direct cause of loss.

**Accidental Bodily Injury** means an Accidental injury to the body of an external origin, unintentional and unforeseen by the Eligible Traveler. An Accidental Bodily Injury must be verified by a Physician.

**Account Holder** means a person to whom an Eligible Account is issued and who holds the Eligible Account under his or her name.

**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 recorded as an authorized user of an Eligible Account by the Account Holder and who is authorized by the Account Holder to make purchases on the Eligible Account

**Cardholder** means the Account Holder or Authorized User of an Eligible Account in good standing who is a U.S. citizen or a legal resident of the U.S. or a U.S. territory, including the District of Columbia, American Samoa, Puerto Rico, Guam, the U.S. Virgin Islands, and the Northern Mariana Islands.

**Common Carrier** means any air, land, or water conveyance operating under a valid license for the transportation of passengers for hire and for which a ticket must be purchased prior to commencing travel. Common Carrier does not include taxis, limousine services, commuter rails or commuter bus lines, personal automobiles, or rental cars.

**Covered Card** means the Mastercard card linked to your Eligible Account.

Covered Trip means a period of round-trip travel to one or more

destinations other than an Eligible Traveler's place of residence at the time of departure where: (1) The Eligible Traveler departs by Common Carrier to begin the period of round-trip travel; (2) the period of round-trip travel ends when the Eligible Traveler returns by Common Carrier to the place of departure; (3) the period of round-trip travel does not exceed three hundred sixty-five (365) days away from the Eligible Traveler's place of residence at the time of departure; and (4) the Eligible Traveler charges the full amount of the cost of transportation by Common Carrier(s) to your Covered Card. The period of round-trip travel may consist of round-trip, one-way, or combinations of round-trip and one-way tickets with Common Carrier(s).

Domestic Partner means a person who can provide documentation of registration of a Domestic Partner relationship with another person pursuant to a state, county, or municipal provision or who meets all of the following qualifications: (1) Has resided with his or her partner continuously for at least 12 months in a sole-partner relationship that is intended to be permanent; (2) is not married to any other person; (3) is at least eighteen (18) years old; (4) is not related to his or her partner by blood closer than would bar marriage per state law; and (5) is financially interdependent with his or her partner as can be documented by copies of joint home ownership or lease, common bank accounts, credit cards, investments, or insurance.

**Eligible Account** means the account associated with a U.S. issued credit card, debit card, checking account, line of credit, loan, certificate of deposit or other account that is eligible for coverage under the Group Policy.

**Eligible Traveler** means you and your Family Members and Traveling Companions who purchase a Covered Trip to your Covered Card.

**Evidence of Coverage (EOC)** means the summary of benefits set forth below which describes the terms, conditions, limitations and exclusions of the coverage provided to you at no additional charge under the Group Policy. Representations or promises made by anyone that are not contained in the Group Policy are not part of your coverage. In the event the EOC, Key Terms, or Legal Disclosures of this Guide to Benefits conflict with the provisions of the Group Policy, the terms of the Group Policy govern your coverage.

Family Member means a spouse, Domestic Partner, or unmarried dependent children up to nineteen (19) years of age (or under age twenty-six (26) if a full-time student at an accredited college or university).

**Group Policy** means the Trip Cancellation/Interruption Insurance Policy entered between New Hampshire Insurance Company, an AIG Company, and Mastercard Insurance Master Trust, which is the subject of this Guide to Benefits.

**Physician** means a licensed medical, surgical, or dental practitioner acting within the scope of his or her license. The treating Physician may not be an Eligible Traveler, an Eligible Traveler's Family Member, a Traveling Companion or related to an Eligible Traveler by blood.

**Pre-Existing Condition** means any condition resulting from any injury or Sickness affecting an Eligible Traveler, a Traveling Companion, or a Family Member traveling with an Eligible Traveler within the sixty (60) day period prior to the purchase date of a Covered Trip. The condition must have (a) first manifested itself or exhibited symptoms which would have caused one to seek diagnosis, care, or treatment; (b) required taking prescribed drugs or medicine; or (c) required medical treatment or treatment was recommended by a Physician. Taking maintenance medications for a condition that is considered stable shall not be included as a Pre-Existing Condition.

**Sickness** means ill health, disorder, or unsound condition that is diagnosed or treated by a Physician.

**Traveling Companion** means an individual(s) who has made advanced arrangements with you or your Family Members to travel together for all or part of a Covered Trip.

**Trip Cancellation** means the cancellation of travel arrangements when the Eligible Traveler is prevented from traveling on a Common Carrier for a Covered Trip on or before the departure of the Covered Trip.

**Trip Interruption** means the interruption of the Covered Trip either on the way to the point of departure or after departure of the Covered Trip.

# **Evidence of Coverage**

Refer to Key Terms for the definitions of you, your, we, us and our, and words that appear capitalized. This EOC is subject to the Legal Disclosures set forth below.

### A. To get coverage:

You must charge the full amount of a Covered Trip to your Covered Card or in combination with your Covered Card and accumulated points on your Eligible Account or redeemable certificates, vouchers, coupons, or discounts awarded from frequent flyer program or similar program.

#### **B.** Covered Losses:

Covered Losses include Trip Cancellations or Trip Interruptions that result from Accidental Bodily Injury or loss of life or Sickness of either the Eligible Traveler, Traveling Companion or a Family Member of the Eligible Traveler or Traveling Companion.

### C. The kind of coverage you receive:

### **Trip Cancellation**

We will reimburse you for the nonrefundable amount paid to a Common Carrier with your Covered Card if a Covered Loss causes an Eligible Traveler's Trip Cancellation, subject to the cancellation provisions in effect at the time the Common Carrier is notified of cancellation

If a Physician advises the Eligible Traveler that a Covered Trip is medically inadvisable, the Eligible Traveler must immediately notify the appropriate Common Carrier of his or her Trip Cancellation after receiving such medical advice. If the Eligible Traveler does not provide such notification, our payment will not exceed the cancellation penalties imposed by the Common Carrier and in effect during the forty-eight (48) hour period immediately following the Physician's notice that travel was not advisable, subject to any other limits set forth herein.

#### **Trip Interruption**

If a Covered Loss causes an Eligible Traveler's Trip Interruption, we will reimburse you for the nonrefundable amount paid to a Common Carrier with your Covered Card for the following:

- 1. The forfeited, non-refundable, pre-paid land, air and sea transportation arrangements that were missed; and
- Additional transportation expenses that the Eligible Traveler incurs less any available refunds, not to exceed the cost of an economyclass air ticket by the most direct route for the Eligible Traveler to rejoin his or her Common Carrier Covered Trip or to return to his or her place of origin.

If a Covered Loss causes an Eligible Traveler to temporarily postpone transportation by a Common Carrier for a Covered Trip and a new departure date is set, we will reimburse you for the following:

- The additional expenses incurred to purchase tickets for the new departure (not to exceed the difference between the original fare and the economy fare for the rescheduled Covered Trip by the most direct route); and
- 2. The unused, non-refundable land, air, and sea arrangements paid to a Common Carrier with your Covered Card.

### Term of Coverage

Coverage begins on the date the Covered Trip was purchased and ends immediately at the time the Covered Trip is completed.

An Eligible Traveler's coverage terminates on any of the following dates: The date the Eligible Traveler is no longer eligible to participate; the date the Eligible Account is determined to be ineligible by the participating organization; the date the participating organization ceases to pay premium on the Group Policy; the date the participating organization ceases to participate in the Group Policy; or the date the Group Policy is terminated.

### **Coverage Limitations**

The maximum benefit amount is \$2000 per Covered Trip and \$5000 per Eligible Account per 12 consecutive month period.

Coverage is secondary to and in excess of any other applicable insurance or benefit available to the Eligible Traveler including benefits provided by the Common Carrier, such as exchanged tickets, drop in ticket prices, goodwill payments, refunds, credits, or vouchers. In no event will this coverage apply as contributing insurance.

This "non-contribution" clause will take precedence over the "non-contribution" clauses found in other insurance or indemnity language. Coverage is not available in states where prohibited.

#### D. What is NOT covered:

Coverage does not apply to any Accident, Accidental Bodily Injury, or loss caused by or resulting from the following, directly or indirectly:

- Pre-existing medical conditions.
- The Eligible Traveler's intentionally self-inflicted injuries, including suicide or attempted suicide.
- A declared or undeclared war.
- The Eligible Traveler participating in a military maneuver or training exercise
- Mental or emotional disorders, unless hospitalized.
- The Eligible Traveler's participation in a sporting activity for which he or she receives a salary or prize money.
- The Eligible Traveler being intoxicated at the time of an Accident. Intoxication is defined by the laws of the jurisdiction where such Accident occurs.
- The Eligible Traveler being under the influence of any narcotic or other controlled substance at the time of an Accident, unless the narcotic or other controlled substance is taken and used as prescribed by a Physician.
- The Eligible Traveler's commission or attempted commission of any illegal or criminal act, including but not limited to any felony.

- The Eligible Traveler parachuting from an aircraft.
- The Eligible Traveler engaging or participating in a motorized vehicular race or speed contest.
- Dental treatment except as a result of Accidental Bodily Injury to sound, natural teeth.
- Any non-emergency treatment or surgery, routine physical examinations.
- Hearing aids, eye glasses or contact lenses.
- One-way travel that does not have a return destination.
- Any occurrence while the Eligible Traveler is incarcerated.
- Loss due to intentional acts by the Eligible Traveler.

#### E. How to file a claim:

- Call 1-800-Mastercard or go to www.mycardbenefits.com to initiate a claim. You must report the claim within sixty (60) days of the Covered Loss or the claim may not be honored. You must also notify the Common Carrier and complete its claim procedures.
- You must furnish written proof of loss to us within 180 days after the date of your loss. Required documentation may include the following:
  - o Copies of your Common Carrier tickets.
- o Covered Card billing statement showing the charge for the Covered Trip.
- o Proof of the Covered Loss, as applicable, Physician orders, etc.
- o Copy of the cancellation policy of the Common Carrier.
- o 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 Cardholder, at no additional charge.

The insurance benefits are provided under the 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 are governed by the Group Policy.

**Effective date of benefits:** This Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and we 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 Eligible Accounts. If the Policyholder cancels these benefits, you will be notified in advance. If we terminate, cancel, or choose not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any eligible coverage that attaches prior to the date of such termination, cancellation, or non-renewal, subject to the terms and conditions of coverage.

**Benefits to you:** These benefits apply only to U.S. issued Eligible Accounts. No person or entity other than you 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 Eligible Account is suspended or cancelled, subject to the terms and conditions of coverage.

**Legal Actions:** No action at law or in equity may be brought to recover under the Group Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Group Policy. No such action may be brought after the expiration of two (2) years from the time written proof of loss is required to be furnished.

**Transfer of rights or benefits:** The Group Policy is not assignable, but the benefits may be assigned.

Intentional Misrepresentation and Fraud: If any request for benefits made under the Group Policy is determined to be fraudulent, or if any fraudulent means or devices are used by you or anyone qualifying as an insured to obtain benefits under the Group Policy, all benefits will be forfeited. No coverage is provided if you or anyone qualifying as an insured does the following: (1) Conceals or misrepresents any fact upon which we rely, if the concealment or misrepresentation is material and is made with the intent to deceive; or (2) conceals or misrepresents any fact that contributes to the loss.

**Due Diligence:** The Eligible Traveler must exercise or perform all vigilant activity, attentiveness, and care that would be exercised or performed by a reasonable and prudent person in the same or similar circumstances to avoid, diminish, or reduce any loss or damage insured under the Group Policy.

**Subrogation:** If payment is made under these benefits, we are entitled to recover such amounts, to the extent of our payments, from other parties or persons. Any party or person who receives payment under these benefits must transfer to us 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.

Other Limitation: 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 Group Policy, the Group Policy shall control. Provision of services is subject to availability and applicable legal restrictions.

Washington Residents: For Washington residents only, Evidence of Coverage (EOC) means the section of this Guide to Benefits that describes the terms, conditions, and exclusions of your coverage. 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 part of your coverage. In case of a conflict between this Guide to Benefits and the Group Policy, the Guide to Benefits shall control.

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Throughout this document, you and your refer to the cardholder. We, us, and our refer to New Hampshire Insurance Company, an AIG company, New York, NY.

**Account Holder** means a person to whom an eligible account is issued and who holds the eligible account under his or her name.

**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 may be reached by phone at **1-800-Mastercard.** 

**Authorized User** means a person who is recorded as an authorized user of an eligible account by the account holder and who is authorized by the account holder to make payments to the eligible account.

**Cardholder** means the account holder or authorized user of an eligible account in good standing.

Covered Card means the Mastercard card linked to your eligible account.

**Eligible Account** means the account associated with the cardholder's U.S. issued credit card, debit card, checking account, line of credit, loan, certificate of deposit or other account that is eligible for coverage under the group policy.

Eligible Cellular Wireless Telephones means the cellular telephones associated with the primary line and additional or supplemental lines on the eligible person's monthly billing statement from a cellular provider for the billing cycle preceding the month in which the theft or damage occurred.

**Eligible Person** means a cardholder who charges his or her monthly bill for an eligible cellular wireless telephone to his or her covered card. 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 summary of benefits set forth below which describe the terms, conditions, limitations and exclusions

of the coverage provided to you at no additional charge under the group policy. Representations or promises made by anyone that are not contained in the group policy are not part of your coverage. In the event the EOC, Key Terms, or Legal Disclosures of this Guide to Benefits conflict with the provisions of the group policy, the terms of the group policy govern your coverage.

**Group Policy** means the Cellular Protection Insurance Policy entered between New Hampshire Insurance Company, an AIG Company, and Mastercard Insurance Master Trust, which is the subject of this Guide to Benefits

**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 taken by force and/or under duress or a loss which involves the disappearance of an 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.

# **Evidence of Coverage**

Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear in bold. This **EOC** is subject to the Legal Disclosures set forth below.

## A. To get coverage:

You must charge your monthly **eligible cellular wireless telephone** bill to your **covered card**. You are eligible for coverage the first day of the calendar month following the payment of your eligible cellular wireless telephone bill to your covered card. If you pay an eligible cellular wireless telephone bill with your covered card and fail to pay a subsequent bill to your covered card in a particular month, your coverage period changes as follows:

1. Your coverage is suspended beginning the first day of the calendar month following the month of nonpayment to your covered card; and



Your coverage resumes on the first day of the calendar month following the date of any future payment of your eligible cellular wireless telephone bill with your covered card.

#### B. The kind of coverage you receive:

- Reimbursement for the actual cost to replace or repair a **stolen** or damaged eligible cellular wireless telephone.
- Coverage ends on the earliest of: The date you no longer are a cardholder; the date the covered card is determined to be ineligible by the participating organization; the date the participating organization ceases to pay premium on the group policy; the date the participating organization ceases to participate in the group policy; the date the group policy is terminated.

### C. Coverage limitations:

Coverage for a stolen or damaged eligible cellular wireless telephone is subject to the terms, conditions, exclusions, and limits of liability of this benefit. The maximum liability is \$400 per claim, and \$600 per covered card per 12 month period. Each claim is subject to a \$50 deductible. Coverage is limited to two (2) claims per covered card per 12 month period.

Coverage is excess of any other applicable insurance or indemnity available to you. Coverage is limited only to those amounts not covered by any other insurance or indemnity. In no event will this coverage apply as contributing insurance. This "non-contribution" clause will take precedence over a similar clause found in other insurance or indemnity language.

### D. What is NOT covered:

The following items are excluded from coverage under the group policy:

- Eligible cellular wireless telephone accessories other than the standard battery and standard antenna provided by the manufacturer;
- Eligible cellular wireless telephones purchased for resale or for professional or commercial use;
- Eligible cellular wireless telephones that are lost or mysteriously disappear:
- Eligible 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;
- Eligible 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;
- Eligible cellular wireless telephones stolen from a construction site;
- Eligible cellular wireless telephones which have been rented or leased from a person or company other than a cellular provider;
- Eligible cellular wireless telephones which have been borrowed;
- Eligible 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 (including minor screen cracks and fractures less than 2 inches in length that do not prevent the ability to make or receive phone calls or to use other features related to making or receiving 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 eliqible cellular wireless telephone;
- Replacement eligible cellular wireless telephone(s) purchased from anyone other than a cellular service provider's retail or internet store that has the ability to initiate activation with the cellular service provider;

- Taxes, delivery or transportation charges or any fees associated with the service provided; and
- Losses covered under a warranty issued by a manufacturer, distributor

In addition, we shall not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit under the group policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, our parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

#### E. How to file a claim:

- Call 1-800-Mastercard or go to www.mycardbenefits.com to open a claim. You must report the claim within 90 days of the loss, or as soon as reasonably possible, or the claim may not be honored. Upon receipt of a notice of claim, we will provide you with the necessary instructions for filing proof of loss. Written proof of loss must be submitted to our administrator within 120 days of the loss or the claim may not be honored. Required documentation may include but is not limited to the following:
  - o Your 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;
  - o A copy of your current wireless service provider's billing statement;
  - o If a claim is due to damage, a copy of the repair estimate and photos of the damage;
  - o If the claim is due to theft, a copy of the police report filed within 48 hours of the theft; and
  - o Any other documentation or information reasonably requested by us to support the 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 **cardholder**, at no additional charge. The insurance benefits are provided under the **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** are governed by the group policy.

**Effective date of benefits:** Effective July 1, 2019, 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 may cancel these benefits at any time or choose not to renew the insurance coverage for all cardholders. If the Policyholder cancels these benefits, you will be notified in advance. If we terminate, cancel, or choose not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any eligible coverage that attaches prior to the date of such termination, cancellation, or non-renewal, subject to the terms and conditions of coverage.

Benefits to you: These benefits apply only to eligible accounts issued in the United States. The United States is defined as the fifty U.S. states and the District of Columbia. No person or entity other than you 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 eligible account is suspended or cancelled, subject to the terms and conditions of coverage.



**Transfer of rights or benefits:** The group policy is not assignable, but the benefits may be assigned.

Intentional Misrepresentation and Fraud: If any request for benefits made under the group policy is determined to be fraudulent, or if any fraudulent means or devices are used by you or anyone qualifying as an insured to obtain benefits under the group policy, all benefits will be forfeited. No coverage is provided if you or anyone qualifying as an insured does the following: (1) Conceals or misrepresents any fact upon which we rely, if the concealment or misrepresentation is material and is made with the intent to deceive; or (2) conceals or misrepresents any fact that contributes to the loss.

**Due Diligence:** You must exercise or perform all vigilant activity, attentiveness, and care that would be exercised or performed by a reasonable and prudent person in the same or similar circumstances to avoid, diminish, or reduce any loss or damage insured under the group policy.

**Subrogation:** If payment is made under these benefits, we are entitled to recover such amounts, to the extent of our payments, from other parties or persons. Any party or person who receives payment under these benefits must transfer to us 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.

**Salvage:** If an item is not repairable, we may request that you send the item to us for salvage at your expense. Failure to remit the requested item for salvage to us may result in denial of the claim.

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 group policy, the group policy shall control.

**Washington Residents:** For Washington residents only, Evidence of Coverage (EOC) means the section of this Guide to Benefits that describes the terms, conditions, and exclusions of your coverage. The EOC, Key Terms, and Legal Disclosures are in 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 part of your coverage. In case of a conflict between this Guide to Benefits and the group policy, the Guide to Benefits shall control.

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# **Important Definitions**

**Accident** or **Accidental** means a sudden, unforeseen and unexpected event happening by chance. Accident includes unavoidable exposure to elements arising from a covered hazard.

**Assistance Services Administrator** means the organization that contracts with the Company to provide Medical Evacuation and Repatriation services to the Insured Person.

**Common Carrier** means any licensed land, water or air conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire.

Covered Expenses means the costs for:

- transportation by land, water or air conveyance, required to transport
  the Insured Person during a Medical Evacuation. All transportation
  arrangements made for the Insured Person will be by the most direct
  and economical route. Special transportation by, but not limited to,
  air ambulances, land ambulances and private motor vehicles must be
  recommended by the attending Physician or required by the standard
  regulations of the conveyance transporting the Insured Person. The
  means of transportation that is best suited to accommodate the
  Insured Person, based on the seriousness of the Insured Person's
  condition, will be utilized;
- 2. medical supplies and services which
  - a) are ordered or prescribed by the attending Physician; and
  - b) are, in the opinion of the attending Physician, necessarily incurred in connection with the Medical Evacuation of the Insured Person.

Covered Expenses for Repatriation include the necessary expenses for embalming, cremation, transportation and purchase of a shipping container.

Covered Trip means travel on a Common Carrier when the entire cost of the passenger fare for such transportation, less redeemable certificates, vouchers or coupons, has been charged to an Insured Person's account issued by the Policyholder. Covered Trip also means travel on a Common Carrier when free flights have been awarded from frequent flier or points programs provided that all of the miles or points were accumulated from charges on that card.

**Dependent Child(ren)** means those children, including adopted children and those children placed for adoption, who are primarily dependent upon the Insured Person for maintenance and support and are:

- 1. under the age of twenty-five (25) and reside with the Insured Person; or
- 2. under the age of twenty-five (25) and classified as full-time students at an institution of higher learning.

Dependent Children also means children beyond the age of twenty-five (25) who are permanently mentally and physically challenged and incapable of self-support.

**Domestic Partner** means a person designated in writing by the cardholder who is at least eighteen (18) years of age and who during the past twelve (12) months:

- 1. has been in a committed relationship with the cardholder;
- 2. has been the cardholder's sole spousal equivalent;
- 3. has resided in the same household as the cardholder; and
- 4. has been jointly responsible with the cardholder for each other's financial obligation, and who intends to continue the relationship indefinitely.

**Family Travel Expense** means actual costs incurred by an immediate family member for temporary lodging, transportation and meals while traveling to and from visits with an Insured Person.

**Hospital Admission Guarantee** means any charge or expense made by a hospital prior to and as a condition of an Insured Person's admission.

**Hospital Guarantee** means any charge or expense made by a hospital prior to and as a condition of the Insured Person's admission.

Immediate Family Member means the Insured Person's:

- 1. spouse or Domestic Partner;
- 2. children, including adopted children or step-children;
- 3. legal guardians or wards;
- 4. siblings or siblings-in-law;
- 5. parents or parents-in-law;
- 6. grandparents or grandchildren;

- 7. aunts and uncles;
- 8. nieces and nephews.

Immediate Family Member also means a spouse's or Domestic Partner's children, including adopted children or step-children; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews.

**Insured Person** means the Mastercard cardholder of Blue Ridge Bank. Insured Person also means the cardholder's spouse/Domestic Partner and Dependent Children.

**Medical Evacuation** means the emergency transportation of the Insured Person from the location where the Insured Person is injured or becomes ill to the nearest hospital where appropriate medical treatment can be obtained.

**Repatriation** means the transfer of the Insured Person, from the local hospital where the emergency medical care is initially given to the Insured Person's country of domicile or to the Insured Person's residence to obtain further medical treatment or to recover. Repatriation also means the necessary arrangements for the return of the Insured Person's remains to the Insured Person's place of residence in the event of the Insured Person's loss of life.

### The Plan

As a Mastercard cardholder, of , you, your spouse or Domestic Partner and Dependent Children will be automatically eligible for the Emergency Evacuation and Repatriation benefit provided the entire cost of the passenger fare(s), less redeemable certificates, vouchers or coupons, has been charged to your Blue Ridge Bank Card account.

### The Benefits

#### **Medical Evacuation and Repatriation**

We will pay up to the Medical Evacuation and Repatriation Benefit Amount of \$10,000, for Covered Expenses if Accidental bodily injury, illness or disease during the course of the Insured Person's Covered Trip results in the necessary Medical Evacuation and/or Repatriation of the Insured Person and the Coverage is twenty-four (24) hours a day while on a trip that begins and ends with a Common Carrier fare and is activated when travel begins on the departure date printed on the Common Carrier ticket and ends on the return date printed on the Common Carrier ticket and ends on the return date printed on the Common Carrier ticket and ends on the return date printed on the Common Carrier ticket.

The Medical Evacuation and Repatriation must be ordered by a Physician, who certifies that the transportation and medical treatment are necessary and appropriate. The Medical Evacuation and Repatriation must be approved by the Assistance Services Administrator.

Covered Expenses do not include those expenses incurred by an Insured Person for Accidental bodily injury, illness or disease, which occurs while the Insured Person is:

- 1. traveling against the advice of a Physician and/or
- 2. traveling for the purpose of obtaining medical treatment; or
- 3. on a trip lasting in excess of 180 days.

### **Additional Benefits**

### **Hospital Admission Guarantee**

We will pay up to the Hospital Admission Guarantee Benefit amount of \$5,000, if an Insured Person's Accidental Bodily Injury, disease or illness occurs during an insured Hazard and requires emergency medical treatment while the Insured Person is on a covered trip, The Assistance Services Administrator must approve the Hospital Admission Guarantee.

### **Family Travel Expense**

We will pay up to the Family Travel Expense Benefit amount of \$100 per day for up to 7 days per Covered Trip if an Insured Person's Accidental

Bodily Injury, disease or illness occurs during a Covered Trip and requires a Hospital stay for more than three (3) days and the following conditions are met:

- 1. the Insured Person is confined to a hospital;
- 2. the hospital is at least fifty (50) miles from the Insured Person's permanent residence; and
- all transportation arrangements for an immediate family member are made by our Assistance Services Administrator and are by the most direct and economical route.

### Return of Dependent Child

We will pay up to the Return of Dependent Child Benefit amount of \$5,000 for an accompanying Dependent Child to return to his or her primary residence if an Insured Person's Accidental Bodily Injury, disease or illness occurs while on a Covered Trip and requires a hospital stay for more than five (5) days. All transportation arrangements must be made by our Assistance Services Administrator and shall be by the most direct and economical route.

#### **ELIGIBILITY:**

This travel insurance plan is provided to Mastercard cardholders, of Blue Ridge Bank, automatically when the entire cost of the passenger fare(s) are charged to a Mastercard account while the insurance is effective. It is not necessary for you to notify Blue Ridge Bank, the administrator or the Company when tickets are purchased.

#### THE COST:

This travel insurance plan is provided at no additional cost to eligible Mastercard cardholders of Blue Ridge Bank. Blue Ridge Bank pays the premium for this insurance.

#### **EXCLUSIONS:**

This insurance does not cover loss resulting from:

- 1. suicide, attempted suicide or intentionally self-inflicted injuries;
- 2. declared or undeclared war, but war does not include acts of terrorism; or
- 3. travel between the Insured Person's residence and regular place of employment.

This insurance also does not apply to an accident occurring while an Insured Person is acting or training as a pilot or crew member, but this exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency.

# CLAIM NOTICE:

Written claim notice must be given to the Company within 20 days after the occurrence of any loss covered by this policy or as soon as reasonably possible. Failure to give notice within 20 days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

## **CLAIM FORMS:**

When the Company receives notice of a claim, the Company will send you forms for giving proof of loss to us within 15 days. If you do not receive the forms, you should send the Company a written description of the loss.

# **CLAIM PROOF OF LOSS:**

Complete proof of loss must be given to us within 90 days after the date of loss, or as soon as reasonably possible. Failure to give complete proof of loss within these time frames will not invalidate any otherwise valid claim if notice is given as soon as reasonably possible and in no event later than 1 year after the deadline to submit complete proof of loss.

### **CLAIM PAYMENT:**

For all benefits, the Company will pay you or your beneficiary the applicable benefit amount within 60 days after complete proof of loss is received and if you, the Policyholder and/or the beneficiary have complied with all the terms of this policy.

### HOW TO FILE A CLAIM:

To file a claim please call **1-800-MC-Assist.** Claims are processed by the Claim Administrator, Crawford and Company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Crawford and Company, P.O. Box 4090, Atlanta, GA 30302, Fax Number 855-830-3728. Once a claim number is assigned, supporting documentation for the claim can also be submitted through **myclaimsagent.com.** 

### **EFFECTIVE DATE:**

This insurance is effective on the date that you become an eligible cardholder; and will cease on the date the Master Policy 6477-44-67 is terminated or on the date your account ceases to be eligible, whichever occurs first.

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This information is a brief description of the important features of this insurance plan. It is not an insurance contract. Insurance benefits are underwritten by Federal Insurance Company. Coverage may not be available in all states or certain terms may be different where required by state law. If a statement in this description of coverage and any provision in the policy differ, the policy will govern.

Answers to specific questions can be obtained by writing the Plan Administrator: Direct Marketing Group 13265 Bedford Avenue, Omaha, NE 68164

Plan Underwritten by Federal Insurance Company a member insurer of the Chubb Group of Insurance Companies

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# **Important Definitions**

**Accident** or **Accidental** means a sudden, unforeseen and unexpected event happening by chance. Accident includes unavoidable exposure to elements arising from a covered hazard.

Baggage Delay means a delay or misdirection of the Insured Person's baggage by a Common Carrier for more than four (4) hours from the time the Insured Person arrives at the destination on the Insured Person's ticket.

**Benefi t Amount** means the Loss amount applicable at the time the entire cost of the passenger fare is charged to a Blue Ridge Bank Mastercard account.

**Common Carrier** means any licensed land, water or air conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire.

**Covered Trip** means travel on a Common Carrier when the entire cost of the passenger fare for such transportation, less redeemable certificates, vouchers or coupons, has been charged to an Insured Person's account issued by the Policyholder. Covered Trip also means travel on a Common Carrier when free flights have been awarded from frequent flier or points programs provided that all of the miles or points were accumulated from charges on that card.

**Dependent Child(ren)** means those children, including adopted children and those children placed for adoption, who are primarily dependent upon the Insured Person for maintenance and support and are:

- 1. under the age of twenty-five (25) and reside with the Insured Person; or
- 2. under the age of twenty-five (25) and classified as full-time students at an institution of higher learning.

Dependent Children also means children beyond the age of twenty-five (25) who are permanently mentally and physically challenged and incapable of self-support.

**Domestic Partner** means a person designated in writing by the cardholder who is at least eighteen (18) years of age and who during the past twelve (12) months:

- 1. has been in a committed relationship with the cardholder;
- 2. has been the cardholder's sole spousal equivalent;

- 3. has resided in the same household as the cardholder; and
- 4. has been jointly responsible with the cardholder for each other's financial obligation, and who intends to continue the relationship indefinitely.

**Insured Person** means the Mastercard cardholder of Blue Ridge Bank. Insured Person also means the cardholder's spouse/Domestic Partner and Dependent Children.

**Loss** means, with respect to a hand, complete severance through or above the knuckle joints of at least 4 fi ngers on the same hand; with respect to a foot, complete severance through or above the ankle joint.

Member means hand or foot.

### The Plan

As a Mastercard cardholder, of Blue Ridge Bank, you, your spouse or Domestic Partner and Dependent Children will be automatically insured against accidental loss of life, limb, sight, speech or hearing while riding as a passenger in, entering

or exiting any licensed Common Carrier, provided the entire cost of the passenger fare(s), less redeemable certificates, vouchers or coupons, has been charged to your Blue Ridge Bank Card account. If the entire cost of the passenger fare has been charged to your Mastercard account prior to departure for the airport, terminal or station, coverage is also provided for Common Carrier travel (including taxi, bus, train or airport limousine) immediately

- a) preceding your departure, directly to the airport, terminal or station;
- b) while at the airport, terminal or station; and
- c) immediately following your arrival at the airport, terminal or station of your destination.

If the entire cost of the passenger fare has not been charged prior to your arrival at the airport, terminal or station, coverage begins at the time the entire cost of the travel passenger fare is charged to your Mastercard account.

# The Benefits

The full Benefit Amount of \$100,000 is payable for accidental:

- 1. loss of life;
- 2. speech and hearing; or
- 3. a combination of speech or hearing and one member or sight of one eye.

One half of the Benefit Amount is payable for accidental loss of:

- 1. both or a combination of members or sight of eyes; or
- 2. speech or hearing.

One quarter of the Benefit Amount is payable for accidental loss of thumb and index finger of the same hand. The Company will consider it a loss of hand or foot even if they are later reattached. The loss must occur within one year of the accident. The Company will pay the single largest applicable Benefit Amount. If an Insured Person is eligible for insurance under multiple credit card accounts, the Insured Person will only be insured under the account which provides the largest benefit amount for the loss that occurred. In the event of multiple accidental deaths per account arising from any one accident, the Company's liability for all such losses will be subject to a maximum limit of insurance equal to three (3) times the Benefit Amount for loss of life. Benefits will be proportionately divided among the Insured Persons up to the maximum limit of insurance. If the Insured Person has not been found within one (1) year of the disappearance, stranding, sinking, wrecking or breakdown of any conveyance in which the Insured Person was covered as an occupant, it will be assumed that the Insured Person has suffered loss of life. Virtual Travel and Central Travel Accounts are not covered.

#### **BAGGAGE DELAY:**

The Company will reimburse the Insured Person up to the Daily Benefit Amount of \$100 per day for three (3) days in the event of a Baggage Delay. Our payment is limited to expenses incurred for the emergency purchase of essential items needed by the Insured Person while on a Covered Trip and at a destination other than the Insured Person's primary residence. Essential items not covered by Baggage Delay include, but are not limited to:

- 1. contact lenses, eyeglasses or hearing aids;
- 2. artificial teeth, dental bridges or prosthetic devices;
- 3. tickets, documents, money, securities, checks, traveler's checks and valuable papers;
- 4. business samples;
- 5. jewelry and watches; or
- 6. cameras, video recorders and other electronic equipment.

The Baggage Delay Benefit Amount is excess over any other insurance (including homeowners) or indemnity (including any reimbursements by the airline, cruise line, railroad, station authority, occupancy provider) available to the Insured Person.

#### **ELIGIBILITY:**

This travel insurance plan is provided to Mastercard cardholders, of Blue Ridge Bank, automatically when the entire cost of the passenger fare(s) are charged to a Mastercard account while the insurance is effective. It is not necessary for you to notify Blue Ridge Bank, the administrator or the Company when tickets are purchased.

#### THE COST

This travel insurance plan is provided at no additional cost to eligible Mastercard cardholders of Blue Ridge Bank. Blue Ridge Bank pays the premium for this insurance.

### **BENEFICIARY:**

The loss of life benefit will be paid to the beneficiary designated by the

Insured Person. If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order:

- a) the Insured Person's spouse
- b) the Insured Person's children
- c) the Insured Person's parents
- d) the Insured Person's brothers and sisters
- e) the Insured Person's estate.

All other indemnities will be paid to the Insured Person.

#### **EXCLUSIONS:**

This insurance does not cover loss resulting from:

- an Insured Person's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection (except bacterial infection caused by an accident or from accidental consumption of a substance contaminated by bacteria), or bodily malfunctions;
- 2. suicide, attempted suicide or intentionally self-inflicted injuries;
- 3. declared or undeclared war, but war does not include acts of terrorism; or
- travel between the Insured Person's residence and regular place of employment.

This insurance also does not apply to an accident occurring while an Insured Person is acting or training as a pilot or crew member, but this exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency.

#### **CLAIM NOTICE:**

Written claim notice must be given to the Company within 20 days after the occurrence of any loss covered by this policy or as soon as reasonably possible. Failure to give notice within 20 days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

#### **CLAIM FORMS:**

When the Company receives notice of a claim, the Company will send you forms for giving proof of loss to us within 15 days. If you do not receive the forms, you should send the Company a written description of the loss.

#### **CLAIM PROOF OF LOSS:**

Complete proof of loss must be given to us within 90 days after the date of loss, or as soon as reasonably possible. Failure to give complete proof of loss within these time frames will not invalidate any otherwise valid claim if notice is given as soon as reasonably possible and in no event later than 1 year after the deadline to submit complete proof of loss.

### **CLAIM PAYMENT:**

For all benefits, the Company will pay you or your beneficiary the applicable benefit amount within 60 days after complete proof of loss is received and if you, the Policyholder and/or the beneficiary have complied with all the terms of this policy.

### HOW TO FILE A CLAIM:

To file a claim please call **1-800-MC-Assist.** Claims are processed by the Claim Administrator, Crawford and Company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Crawford and Company, P.O. Box 4090, Atlanta, GA 30302, Fax Number 855-830-3728. Once a claim number is assigned, supporting documentation for the claim can also be submitted through **myclaimsagent.com.** 

#### **EFFECTIVE DATE:**

This insurance is effective on the date that you become an eligible cardholder; and will cease on the date the Master Policy 6477-44-67 is terminated or on the date your account ceases to be eligible, whichever occurs first.

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This information is a brief description of the important features of this insurance plan. It is not an insurance contract. Insurance benefits are underwritten by Federal Insurance Company. Coverage may not be available in all states or certain terms may be different where required by state law. If a statement in this description of coverage and any provision in the policy differ, the policy will govern.

Answers to specific questions can be obtained by writing the Plan Administrator: Direct Marketing Group 13265 Bedford Avenue, Omaha. NE 68164

Plan Underwritten by Federal Insurance Company a member insurer of the Chubb Group of Insurance Companies

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Throughout this document, you and your refer to a Cardholder. We, us, and our refer to New Hampshire Insurance Company, an AIG Company, New York, NY.

**Account Holder** means a person to whom an Eligible Account is issued and who holds the Eligible Account under his or her name.

**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 recorded as an Authorized User of an Eligible Account by the Account Holder and who is authorized by the Account Holder to make payments to the Eligible Account.

**Cardholder** means the Account Holder or Authorized User of an Eligible Account in good standing who is a U.S. citizen or a legal resident of the U.S. or a U.S. territory, including the District of Columbia, American Samoa, Puerto Rico, Guam, the U.S. Virgin Islands, and the Northern Mariana Islands.

**Covered Card** means the Mastercard card linked to your Eligible Account.

**Covered Purchase** means an item that you purchase entirely with your Covered Card.

**Eligible Account** means the account associated with a U.S. issued credit card, debit card, checking account, line of credit, certificate of deposit, or other account that is eligible for coverage under the Group Policy.

**Evidence of Coverage (EOC)** means the summary of benefits set forth below which describe the terms, conditions, limitations and exclusions of the coverage provided to you at no additional charge under the Group Policy. Representations or promises made by anyone that are not contained in the Group Policy are not a part of your coverage. In the event the EOC, Key Terms, or Legal Disclosures of this Guide to Benefits conflict with the provisions of the Group Policy, the terms of the Group Policy govern your coverage.

**Group Policy** means the Extended Warranty Insurance Policy entered between New Hampshire Insurance Company, an AIG Company, and Mastercard Insurance Master Trust, which is the subject of this Guide to Benefits.

**Manufacturer's Warranty** means an original, written, U.S. Manufacturer's Warranty of two years or less on an item or product.

**Store Warranty** means a U.S. Store Warranty or assembler warranty of two years or less on a store-brand item or product.

**Purchased Warranty** means a separate service contract or optional extended warranty purchased on an item or product.

# **Evidence of Coverage**

Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear capitalized. This EOC is subject to the Legal Disclosures set forth below.

#### A. To get coverage:

- You must purchase the Covered Purchase entirely with your Covered Card or in combination with your Covered Card and accumulated points from your Covered Card for yourself or to give as a gift. Coverage only extends to losses incurred by a person other than you if you gift the Covered Purchase to that person and that person adheres to the terms and conditions of this program.
- The item must have an original Manufacturer's Warranty or Store Warranty of twenty-four (24) months or less.
- Your coverage terminates on any of the following dates: The date
  you no longer qualify as a Cardholder; the date your participating
  organization determines that your Covered Card is ineligible; the
  date your participating organization ceases to pay premium on
  the Group Policy; the date your participating organization ceases
  to participate in the Group Policy; or the date the Group Policy is
  terminated.

### B. The kind of coverage you receive:

• Extended Warranty doubles the time period of your Covered Purchase's original Manufacturer's Warranty or Store Warranty up

- to a maximum of twenty-four (24) months following the day that the Manufacturer's Warranty or Store Warranty expires.
- If you purchase a Purchased Warranty of twenty-four (24) months or less on a Covered Purchase with an original Manufacturer's Warranty (or Store Warranty), this coverage doubles the time period of the Covered Purchase's original Manufacturer's Warranty (or Store Warranty) up to an additional twenty-four (24) months following the day that the original Manufacturer's Warranty (or Store Warranty) and the Purchased Warranty's coverage periods end.

### C. Coverage limitations:

- The maximum benefit for repair or replacement shall not exceed the lesser of the following per claim: (1) The actual purchase amount charged on your Covered Card, less shipping and handling fees; (2) the actual cost of repair; (3) the actual cost of replacement with an item of like kind and quality; or (4) \$10,000.
- We or our Administrator will decide if a Covered Purchase will be repaired or replaced, or whether you will be reimbursed up to the maximum benefit amount for the item. Only valid and reasonable repairs made at a certified repair facility are covered. Items will be replaced with those of like kind and quality. However, we cannot guarantee to match exact color, material, brand, size, or model.
- Coverage is secondary to and in excess of any other applicable
  insurance or indemnity available to you or the gift recipient.
   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 non-contribution
  clause will take precedence over a similar clause found in other
  insurance or indemnity language.

#### D. What is NOT covered:

- Used items, antiques, or 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's Warranty
  or Store Warranty (repair or replacement amount will not include
  market value at time of claim).
- Recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Product guarantees or "satisfaction guaranteed" items.
- Floor models that do not come with an original Manufacturer's Warranty or Store Warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, and their motors, equipment and accessories, including trailers and other items that can be towed by or attached to any motorized vehicle. 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, perishables, and limited-life items (such as rechargeable batteries).
- 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 or Store Warranty.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- 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.
- 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 or Store Warranty.
- Losses due to your intentional acts.
- The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any computer system or electronic data within a Covered Purchase as a result of unauthorized access or unauthorized use of such system or data, a denial of service attack or receipt or transmission of malicious code. Computer system means any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information. Electronic data means any data stored on a computer system.

In addition, we shall not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit under the Group Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, our parent company, or its ultimate controlling entity to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union or the United States of America.

### E. How to file a claim:

- Visit www.mycardbenefits.com or call 1-800-Mastercard to open a claim. You must report the claim within sixty (60) days of the failure, or as soon as reasonably possible, or the claim may not be honored.
- Submit written proof of loss within one hundred and eighty (180) days from the date of failure or the claim may not be honored. Required documentation may include but is not limited to the following:
- o Receipt showing covered item(s).
- o Statement showing covered item(s).
- o Itemized purchase receipt(s).
- o Original Manufacturer's Warranty or Store Warranty.
- o Service contract or optional extended warranty, if applicable.
- o Itemized repair estimate from a certified repair facility or service provider.
- o 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 Cardholder, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility.

The insurance benefits are provided under the 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 are governed by the Group Policy.

**Effective date of benefits:** 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 Covered

Cards. If the Policyholder cancels these benefits, you will be notified in advance. If we terminate, cancel, or choose not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any eligible coverage that attaches prior to the date of such termination, cancellation, or non-renewal, subject to the terms and conditions of coverage.

**Benefits to you:** These benefits apply only to U.S. issued Covered Cards. No person or entity other than you 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:** The Group Policy is not assignable, but the benefits may be assigned.

Intentional Misrepresentation and Fraud: If any request for benefits made under the Group Policy is determined to be fraudulent, or if any fraudulent means or devices are used by you or anyone qualifying as an insured to obtain benefits under the Group Policy, all benefits will be forfeited. No coverage is provided if you or anyone qualifying as an insured does the following: (1) Conceals or misrepresents any fact upon which we rely, if the concealment or misrepresentation is material and is made with the intent to deceive; or (2) conceals or misrepresents any fact that contributes to the loss.

**Due Diligence:** You must exercise or perform all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances to avoid, diminish, or reduce any loss or damage insured under the Group Policy.

**Legal Action:** No action at law or in equity may be brought to recover under the Group Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Guide to Benefits. No such action may be brought after the expiration of three (3) years from the time written proof of loss is required to be furnished.

**Subrogation:** If payment is made under these benefits, we are entitled to recover such amounts, to the extent of our payments, from other parties or persons. Any party or person who receives payment under these benefits must transfer to us 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.

**Salvage:** If an item is not repairable, we may request that you or the gift recipient send the item to us for salvage at your or the gift recipient's expense. Failure to remit the requested item for salvage to us may result in denial of the claim.

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 Group Policy, the Group Policy shall control. Provision of services is subject to availability and applicable legal restrictions.

Washington Residents: For Washington residents only, Evidence of Coverage (EOC) means the section of this Guide to Benefits that describes the terms, conditions, and exclusions of your coverage. 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 part of your coverage. In case of a conflict between this Guide to Benefits and the Group Policy, the Guide to Benefits shall control

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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.

**Carry-on Luggage** means suitcases or other containers specifically designated for carrying personal property, which are carried on board a common carrier by you.

**Checked Luggage** 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, taxis rental cars, hired cars, and private and contract carriers.

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.

**Lost** means luggage (including personal property contained within) that is missing for 10 consecutive days and whose whereabouts are unknown to you or the common carrier.

**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 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 repairing or replacing your checked or **carry-on luggage** and personal property contained therein that is **lost** or **damaged**.
- Coverage begins when the luggage is checked in or carried on to the common carrier by you. This includes curbside check in with facilitydesignated personnel.
- Coverage ends each time you regain possession of the **checked luggage** from, or carry the luggage off of the common carrier or twenty-four (24) hours after you depart from the common carrier, whichever comes first
- 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 \$1500 per incident of repairing or replacing your checked and/or carry-on luggage and any personal property contained within. There is a maximum of 2 claim(s) per twelve (12) month period.

#### D. Where you are covered:

Coverage applies worldwide.

#### E. What is NOT covered:

- Loss or damage of luggage or personal property for regularly scheduled short-distance travel under one hundred (100) miles.
- Loss or damage resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Loss 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.
- Loss resulting from contamination by radioactive or hazardous substances, including mold.
- Sporting equipment or musical instruments, unless checked in as luggage with the common carrier and for which a claim check has been issued.
- Electronic equipment (including, but not limited to, laptops, PDAs, video/film cameras, or hearing aids).
- Eyeglasses, contact lenses, prosthetic devices, dentures, silverware, furs, household furniture, or documents (including, but not limited to, visas and IDs).
- Plants, shrubs, animals, consumables, and perishables.
- 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.
- 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.
- Defective material or workmanship, ordinary wear and tear or normal deterioration.
- Loss or damage not reported within the time period required, as stipulated in the claim procedure.
- Loss or damage where the common carrier completely denies a claim for checked and/or carry-on luggage.
- Items excluded under the common carrier's coverage (except carry-on luggage).
- Loss or damage where the common carrier pays the claim in full or repairs the damage.
- Interest or conversion fees that are charged to your covered card by the financial institution.

#### F. How to file a claim:

- Visit www.mycardbenefits.com or call **1-800-Mastercard** to open a claim. You must report the claim within sixty (60) days of the incident or the claim may not be honored.
- Report within twenty-four (24) hours any loss or damage to the common carrier.
- Submit the following documentation within one hundred and eighty (180) days of the date of incident or the claim may not be honored:
- o Receipt showing the purchase of common carrier tickets.
- o Statement showing the purchase of common carrier tickets.
- o Copy of initial claim report submitted to the common carrier.
- o Covered card travel point program statement showing the common carrier ticket was paid for with redeemed points.

- o Report from police, if applicable.
- o The result of any settlement by the common carrier.
- o Receipts showing that your luggage or personal property has actually been repaired or replaced.

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 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** are governed by the Group Policy.

**Effective date of benefits:** Effective July 1, 2019, 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.

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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 residence 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.

**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.

**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.

**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.

**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 1-15 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 1-15 consecutive days. Rental periods that exceed or are intended to exceed 15 consecutive days are not covered.

#### 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 damages 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.

### F. Where you are covered:

Coverage is available worldwide.

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 agency's purchase invoice less salvage and depreciation.

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
- 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 1-15 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.

# I. How to file a claim:

- Visit www.mycardbenefits.com or call **1-800-Mastercard** to open a claim. 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 designated representative for further details.
- Submit the following documentation within one hundred and eighty (180) days of the incident or the claim may not be honored:
- o Receipt showing the vehicle rental.
- o Statement showing the vehicle rental.
- o The rental agreement (front and back).
- o Copy of Your valid driver's license (front and back).



- o Copy of the declarations page of any primary vehicle insurance and other valid insurance or coverage.
- o 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.
- o Itemized repair estimate from a factory authorized collision repair facility.
- o Copy of the vehicle rental company promotion/discount, if applicable.
- o 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.
- o 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 July 1, 2019, 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.

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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, 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**.

**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 **Eligible Account** by the **Participating Organization** for the **Covered Card.** 

 $\begin{tabular}{ll} \textbf{Coverage Period} means 90 days following the purchase date on Your receipt that You are eligible for coverage. \end{tabular}$ 

**Covered Card** means the Mastercard card issued under Your **Eligible Account.** 

**Covered Purchase** means an item purchased by a **Cardholder** or **Authorized User** and paid for by using a **Covered Card,** subject to the exclusions set forth below.

**Eligible Account** means the account associated with a U.S. issued credit card, debit card, checking account, line of credit, loan, certificate of deposit, or other account that is eligible for coverage under the **Master Agreement.** 

**Evidence of Coverage (EOC)** means the summary of benefits set forth below which describe the terms, conditions, limitations and exclusions of the coverage provided to You at no additional charge under the **Master Agreement**. Representations or promises made by anyone that are not contained in the **Master Agreement** are not part of Your coverage. In the event the **EOC**, Key Terms, or Legal Disclosures of this Guide to Benefits

conflict with the provisions of the **Master Agreement**, the terms of the **Master Agreement** govern Your coverage.

**Master Agreement** means the Price Protection Terms and Conditions entered between AIG WarrantyGuard, Inc. and Mastercard Insurance Master Trust

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 the defined Coverage Period 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.

**Participating Organization** means any corporation, partnership, proprietorship or other organized group which agrees to join the trust to which the **Master Agreement** is issued and pays the required fees on behalf of its **Cardholders** and **Authorized Users.** 

**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 the defined **Coverage Period** and must be for the identical item (advertisement must verify same manufacturer and model number).

# **Evidence of Coverage**

Refer to Key Terms for the definitions of You, Your, We, Us, Our, and words that appear in bold. This **EOC** is subject to the Legal Disclosures set forth below.

### A. To get coverage:

You must make a **Covered Purchase** 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 the **Coverage Period** from the purchase date, as indicated on Your receipt.

### B. The kind of coverage You receive:

- Covered Purchases are covered for the Coverage Period applicable to Your Eligible Account for the difference between the documented price You paid and the documented lower price advertised.
- This coverage is secondary to any other applicable insurance or similar 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 similar coverage, or retailer benefits (including, but not limited to, refunds, exchanges, and store credits).

### C. 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 minimum claim amount of \$25 and a maximum of four (4) claim(s) per Eligible Account per twelve (12) month period.
- This **EOC** is not an insurance policy, warranty, or service contract.

### D. What is NOT covered:

- Any item purchased from an Internet site whose primary purpose is not the sale of the item or related items.
- For consumer cards items purchased for resale, rental, professional, or commercial use.
- For commercial cards items purchased for resale such as professional inventory or work-related material.
- 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 the Coverage Period.
- 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-ofbusiness 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 helpline.
- 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.

#### E. How to file a claim:

#### For a Printed Advertisement:

- Visit **www.mycardbenefits.com** or call **1-800-Mastercard** to open a claim. 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:
- 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 points.
- 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:

- Visit **www.mycardbenefits.com** or call **1-800-Mastercard** to open a claim. 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:
- 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.

# **Legal Disclosure**

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

Benefits are provided to You, the **Cardholder,** at no additional charge.

The benefits are provided under a **Master Agreement** issued by AIG WarrantyGuard, Inc. This Guide to Benefits is a summary of benefits provided to You. The attached Key Terms and **EOC** are governed by the **Master Agreement.** 

**Effective date of benefits:** This Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The contract holder and the obligor reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

**Cancellation:** The contract holder can cancel these benefits at any time or choose not to renew the benefit for all **Cardholders.** If the contract holder cancels these benefits, You will be notified in advance. If We terminate, cancel or choose not to renew the **Master Agreement,** You will be notified as soon as is practicable. Coverage will still apply for any benefits You were eligible for prior to the date of such termination, cancellation or non-renewal, subject to the terms and conditions contained herein.

**Benefits to You:** These benefits apply only to **Eligible Accounts** issued in the United States. 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 You shall have



any legal or equitable right, remedy, or claim for benefits under or arising out of these programs. These benefits do not apply if Your card privileges have been cancelled. However, benefits will still apply for any benefit You were eligible for prior to the date that Your **Eligible Account** is suspended or cancelled, subject to the terms and conditions of coverage.

**Transfer of rights or benefits:** The coverage is not assignable, but the benefits may be assigned.

Intentional Misrepresentation and Fraud: If any request for benefits made under the Master Agreement is determined to be fraudulent, or if any fraudulent means or devices are used by You or anyone qualifying to obtain benefits under the Master Agreement, all benefits will be forfeited. No coverage is provided if You or anyone qualifying for coverage does the following: (1) conceals or misrepresents any fact upon which We rely, if the concealment or misrepresentation is material and is made with the intent to deceive, or (2) conceals or misrepresents any fact that contributes to the loss.

**Subrogation:** If payment is made under these benefits, We are entitled to recover such amounts, to the extent of Our payments, from other parties or persons. Any party or person who receives payment under these benefits must transfer to Us 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.

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AIG WARRANTYGUARD'S TOTAL LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY), OR OTHERWISE), ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL NOT EXCEED THE MAXIMUM CLAIM LIABILITY WITH RESPECT TO CLAIMS MADE IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

The Obligor shall not be deemed to provide coverage, and the Obligor shall not be liable to pay any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the Obligor, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

**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 to Benefits is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the **Master Agreement**, the **Master Agreement** shall control. Provision of services is subject to availability and applicable legal restrictions.

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