

Mastercard® Guide to Benefits

for Credit Cardholders



Travel Benefit Bundle

Important information. Please read and save.

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

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

"Card" refers to Mastercard® card and "Cardholder" refers to a Mastercard® cardholder.

Key Terms

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

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

Authorized Driver(s) means a driver with a valid driver's license issued from their state of 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.

Charge means any non-refundable cancellation or change fee imposed by the 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.

Destination means the place where you expect to travel on your trip as indicated on your common carrier ticket.

Domestic Partner means an unmarried person in an intimate, committed relationship of mutual caring. They must share responsibility for basic living expenses with you. They must be at least eighteen (18) years old and not currently married and/or committed to another person.

Economy Fare means the lowest published rate for the most direct one-way ticket on the common carrier used for your trip.

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 a group policy issued by New Hampshire Insurance Company, an AIG company. 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 the spouse or domestic partner of you. It includes unmarried children of you under nineteen (19) years of age. It also includes unmarried children under twenty-six (26) years of age if a full-time student at an accredited college or university.

Injury means bodily injury caused by an accident that occurs while you are covered under this program, and results directly

and independently of all other causes of loss. The injury must be verified by a physician.

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

Medically Imposed Restrictions means a restriction certified by your physician prohibiting you from traveling on a common carrier.

Physician means a licensed medical, surgical, or dental practitioner acting within the scope of his or her license. The treating physician may not be you, your family member, a traveling companion or related to you by blood.

Pre-existing Medical Condition means any condition resulting from any injury or sickness affecting you, a traveling companion, or a family member traveling with you within the sixty (60) day period prior to the purchase date of your 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 medical condition.

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 indicated on your common carrier ticket.

Return destination means the place to which you expect to return from your trip as indicated on your common carrier ticket.

Sickness means an illness or disease that is diagnosed or treated by a physician.

Traveling Companion means any individual(s) with whom you have arranged to travel on the same trip with the same itinerary and for which the cost of the trip was charged with your covered card.

Trip means a scheduled period of travel with a destination and return destination away from your primary residence using a common carrier.

Trip Departure Date means the date on which you are originally scheduled to leave on your trip.

Trip Completion Date means the date on which you are scheduled to return to the return destination.

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.

Boingo Wi-Fi

Eligibility:

Boingo Wi-Fi is being provided at no additional cost to eligible

MasterAssist Travel Assistance Services

cardholders. Eligible cardholders will need to register by creating a Boingo account. Under selective circumstances, the Boingo Wi-Fi for Mastercard benefit may be made available to certain eligible non-Mastercard cardholders of Mastercard card issuers.

The Wi-Fi network service is provided by Boingo:

By subscribing for this benefit, you acknowledge that Mastercard is neither responsible for nor guarantees the quality, security, coverage or availability of Boingo's network of Wi-Fi hotspots or partners, and you agree that use of the Boingo Wi-Fi network is at your own risk.

Use of the Wi-Fi services is governed by Boingo's terms:

Your use of Boingo's Wi-Fi services is subject to Boingo's customer agreement, end user license agreement and other applicable legal terms and conditions, including Boingo's terms of use, privacy and security policies available at www.boingo.com. You will be given the opportunity to review Boingo's customer agreement, end user license agreement and other applicable legal terms and conditions before you enroll for a Boingo Wi-Fi for Mastercard Cardholders plan.

Limit of 4 Devices:

Eligible cardholders will be permitted to connect up to 4 devices at any time to the Wi-Fi network maintained by Boingo and its partners.

Changes to Boingo's Services & Hotspots:

Available hotspots in Boingo's network are subject to change at any time. Visit <http://wifi.boingo.com> for a current listing of hotspots.

Enrollment:

In order to access any Boingo Wi-Fi hotspot for free through the Boingo Wi-Fi Benefit Plan, eligible cardholders will need to first enroll in the program benefit through Boingo and create a new account with Boingo. Enrollment in the Boingo Wi-Fi for Mastercard Cardholders plan is limited to eligible cardholders only. Enrollment may not be available for up to 48 hours for cardholders that received a newly issued card or that have recently had the Boingo Wi-Fi benefit added to their card account. If after 48 hours, you are still unable to enroll, please contact your card issuer.

Do you have an existing Boingo plan?

If you have an existing paid Boingo subscription plan, your existing plan will not be automatically cancelled when you enroll in the Boingo's Mastercard Wi-Fi Benefit Plan. If you would like to cancel your existing paid subscription plan, call Boingo's dedicated Mastercard Wi-Fi benefit line at **+1 310-893-0177**. For local phone numbers or additional contact methods visit <https://mastercard.boingo.com/contact-us>.

Termination and Cancellation:

This benefit is non-transferable and may be terminated for breach of any terms or conditions, as well as for abuse of your Boingo Wi-Fi account. This benefit is subject to change or cancellation without notice.

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 pre-negotiated. 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.

MasterRental

Evidence of Coverage

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

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

A. To get coverage:

- You must initiate and then pay for the entire **rental agreement** (tax, gasoline, and airport fees are not considered rental charges) with your covered card and/or the accumulated points from your covered card at the time the vehicle is returned. If a rental company promotion/discount of any kind is initially applied toward payment of the rental vehicle, at least one (1) full day of rental must be billed to your covered card.
- You must decline the optional collision/damage waiver (or similar coverage) offered by the rental company.
- You must rent the vehicle in your own name and sign the rental agreement.
- Your rental agreement must be for a rental period of no more than fifteen (15) consecutive days. Rental periods that

exceed or are intended to exceed fifteen (15) consecutive days are not covered.

- The rented vehicle must have a **MSRP** that does not exceed \$50,000 **USD**.

B. The kind of coverage you receive:

We will pay for the following on a secondary basis:

- Physical damage and theft of the vehicle, not to exceed the limits outlined below.
- Reasonable loss of use charges imposed by the vehicle rental company for the period of time the rental vehicle is out of service. Loss of use charges must be substantiated by a location and class specific fleet utilization log.
- Towing charges to the nearest collision repair facility.

This coverage is not all-inclusive, which means it does not cover such things as personal injury, personal liability, or personal property. It does not cover you for any 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 under the kind of coverage you receive, 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:

- Vehicles not required to be licensed.
- All full-size vans mounted on truck chassis (including, but not limited to, Ford EconoVan), cargo vans, campers, off-road vehicles, and other recreational vehicles.
- Trailers, motorbikes, motorcycles, and any other vehicle having fewer than four (4) wheels.

- Antique vehicles (vehicles that are more than twenty (20) years old or have not been manufactured for at least ten (10) years), or limousines.
- Any rental vehicle that has a MSRP that exceeds \$50,000 USD.

F. Where you are covered:

Coverage is available worldwide except in the following countries: Republic of Ireland, Northern Ireland, Israel, Jamaica, Australia, Italy, and New Zealand.

Coverage is not available in countries where:

- This EOC or the group policy is prohibited by that country's law; or
- The terms of the EOC or the group policy are in conflict with the laws of that country.

G. Coverage limitations:

We will pay the lesser of the following:

- Reasonable and customary charges of repair or the actual repair amount;
- Wholesale market value less salvage and depreciation;
- The rental agencies purchase invoice less salvage and depreciation;
- The contractual liability assumed by you or an authorized driver of the rental vehicle;
- The actual cash value; or;
- \$50,000 USD

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

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

H. What is NOT covered:

- Any personal item stolen from the interior or exterior of rental vehicles.
- Vehicle keys or portable Global Positioning Systems (GPS).
- Vehicles not rented by the cardholder or **authorized user** on the covered card.
- Any person not designated in the rental agreement as an authorized driver.
- Any obligations you assume other than what is specifically covered under the rental agreement or your primary vehicle insurance or other indemnity policy.
- Any violation of the written terms and conditions of the rental agreement.
- Any loss that occurs while driving under the influence of drugs or alcohol.
- Any loss associated with racing or reckless driving.
- Losses involving the theft of the rental vehicle when you or an authorized driver cannot produce the keys to the rental vehicle at the time of reporting the incident to the police and/or rental agency, as a result of negligence. Loss of keys is considered 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 unless caused by theft, vandalism or vehicle collision.
- Rental vehicles where collision/damage waiver coverage (or similar coverage) was accepted/purchased by you.
- Any damage that is of an intentional or non-accidental nature, caused by you or an authorized driver of the rental vehicle.
- Depreciation, diminishment of value, administrative, storage, or other fees charged by the vehicle rental company.
- Vehicles with a rental agreement that exceeds or is intended to exceed a rental period of fifteen (15) consecutive days from a rental agency.
- Losses resulting from any kind of illegal activity.
- Damage sustained on any 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.
- Rentals made on a monthly basis.
- Items not installed by the original manufacturer.
- Inherent damage.
- Damage to windshields which is not the result of a collision or roll-over (damage to a windshield is covered if such damage is due to road debris or road hazard).
- Leases or mini leases.
- Indirect or direct damages resulting from a covered claim.
- Charges for gasoline or airport fees.

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.

I. 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 failure or the claim may not be honored.
- You may choose to assign your benefits under this insurance program to the rental agency from which you rented your

vehicle. Please contact us or our **administrator** for further details.

- Submit the following documentation within one hundred and eighty (180) days of the incident or the claim may not be honored:
 - o Receipt showing the vehicle rental charge.
 - o Statement showing the vehicle rental charge.
 - 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 registered 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.

Trip Cancellation/Trip Interruption

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 purchase the **trip** entirely with your **covered card** for you, or your **family member**, and your **traveling companions**. If redeemable certificates, vouchers, coupons, or discounts awarded from frequent flier programs are used to purchase the trip, any remaining **charge** for the trip must be purchased entirely with your covered card.

B. The kind of coverage you receive:

Trip Cancellation:

We will reimburse you for any incurred charge if you are required to cancel the trip, prior to the **trip departure date**, due to a covered reason. You must cancel the trip with your **common carrier** as soon as the covered reason arises. You must also advise the **administrator** immediately, as we will not pay benefits for any additional charges incurred that would not have been charged had you notified the common carrier and the claim administrator as soon as reasonably possible.

Covered reason is a **sickness, injury**, or death of you, your family member, or your traveling companion, which results in **medically imposed restrictions**.

Term of Coverage:

Coverage begins on the date the trip was purchased and ends on the trip departure date.

Trip Interruption:

If the trip is interrupted for a covered reason, we will reimburse you for the travel on a common carrier to your **return destination** or to rejoin your family members or travel companions at their current location.

Covered reason is a sickness, injury, or death of you, your family member, or your traveling companion, which results in medically imposed restrictions.

Term of Coverage:

Coverage begins on the trip departure date and ends on the **trip completion date**.

Coverage Limitations:

Coverage is limited the lesser of the following:

- \$1,500 per any twelve (12) month period; or
- The lesser of: (i) any charge; (ii) one-half (½) the original cost of the trip; or (iii) the cost of an **economy fare** ticket.

Coverage is secondary to any other applicable insurance or benefit available to you including benefits provided by the common carrier (Including, but not limited to, exchanged tickets, drop in ticket prices, goodwill payments, refunds, credits, or vouchers).

C. Coverage Limitations:

Coverage is limited to the lesser of the following:

- \$1,500 per any twelve (12) month period; or
- The original cost of the common carrier ticket for the trip.

Coverage is secondary to any other applicable insurance or benefit available to you including benefits provided by the common carrier (including, but not limited to, exchanged tickets, drop in ticket prices, goodwill payments, refunds, credits, or vouchers).

D. What is NOT covered:

•Pre-existing medical conditions.

- Intentionally self-inflicted injuries, including suicide or attempted suicide.
- War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war.
- Participation in any military maneuver or training exercise.
- Piloting or learning to pilot or acting as a member of the crew of any aircraft.
- Mental or emotional disorders, unless hospitalized.
- Participation in professional athletics or underwater activities.
- Being under the influence of drugs or intoxicants.
- Commission of or the attempt to commit a criminal act.
- Participating in bodily contact sports (ex. boxing); skydiving; hang gliding; parachuting; Mountaineering; any race; bungee cord jumping; or speed contest.
- Dental treatment except as a result of accidental injury to sound, natural teeth.
- Any non-emergency treatment or surgery, routine physical examinations.
- Hearing aids, eye glasses or contact lenses.

- Curtailment or delayed return for other than a covered reason.
- One-way travel that does not have a return destination.

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 failure or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days from the date of loss or the claim may not be honored:
 - o Covered card billing statement showing the charge for the covered trip.
 - o Proof of a covered reason including the completed **physician's** form.
 - 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.

Account and Billing Information

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

Legal Disclosure

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

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

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

Effective date of benefits: Effective March 1, 2017, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

Cancellation: The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all **cardholders**. If the Policyholder does cancel these benefits, you will be notified in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

Benefits to you: These benefits apply only to the cardholder whose cards are issued by U.S. financial institutions. The United States is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the cardholder shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

Transfer of rights or benefits: No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim **administrator** for these benefits.

Misrepresentation and Fraud: Benefits shall be void if the cardholder has concealed or misrepresented any material facts concerning this coverage.

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

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

Due Diligence: All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and

care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

Subrogation: If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or cardholder who receives payment under these benefits must transfer to the insurance company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from the cardholder.

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

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

In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

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

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

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

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

