

# Mastercard® Guide to Benefits

for World Legend  
Mastercard Credit  
Cardholders



## Bilt Palladium World Legend Mastercard

### **Important information. Please read and save.**

This Guide to Benefits contains detailed information about the benefits you can access as a preferred cardholder. This Guide supersedes any guide or program description you may have received earlier.

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 World Legend Mastercard® card and "Cardholder" refers to a World Legend Mastercard® cardholder.

## The Mastercard Collection

World Legend Mastercard Credit cardholders have access to an elevated set of benefits in the travel, entertainment, and dining categories. These benefits deliver priority access and experiences across key passions and are offered to cardholders consistently and around the world. Consumers can access benefits through [www.priceless.com/themastercardcollection.com](http://www.priceless.com/themastercardcollection.com).

## World Legend Mastercard Merchant Benefits

Enjoy exclusive benefits provided by our merchant partners across safety & security, everyday value, and travel & experiences.

Terms, conditions and exclusions apply. Merchant benefits may be subject to change without prior notice. Please visit [www.mastercard.com/us/worldlegend](http://www.mastercard.com/us/worldlegend) for the latest list of merchant benefits and applicable terms & conditions.

## Mastercard ID Theft Protection™

### Program Description:

Mastercard ID Theft Protection alerts you to possible identity theft by monitoring the surface, dark and deep web, searching for compromised credentials and potentially damaging use of your registered personal information. It also provides you with resolution services should you find yourself a victim of identity theft.

### Eligibility:

All Mastercard consumer credit cardholders in the US are eligible for this coverage. Enrollment is required.

### Service Provider:

ID Theft Protection is provided by a service provider. More information about this service provider is available at: <https://mastercardus.idprotectiononline.com/>.

### Access:

To receive ID Theft Protection, you must enroll at: <https://mastercardus.idprotectiononline.com/>. ID Theft Protection is provided on a 24-hour basis, 365 days a year. Contact **1-800-Mastercard** if you believe you have been a victim of identity theft.

### Charges:

There is no charge for ID Theft Protection, it is provided by your financial institution.

### Program Provisions for Mastercard ID Theft Protection:

To receive ID Theft Protection, you must enroll as described above and such benefits related to ID Theft Protection accrue as of the date of enrollment. Mastercard ID Theft Protection is governed by the terms provided in this Guide to Benefits and the Terms and Conditions and Terms of Service available at: <https://mastercardus.idprotectiononline.com/>.

The terms and conditions contained in this Guide to Benefits may be modified by subsequent mailings, statement inserts, or statement messages. Mastercard or your financial institution can cancel or non-renew these services, and if we

do, we will notify you at least thirty (30) days in advance. If the provider non-renews or cancels any services provided to eligible Mastercard cardholders, you will be notified within 30–120 days before the expiration of the service agreement. In the event substantially similar service takes effect without interruption, no such notice is necessary. For general questions regarding these services, please contact **1-800-Mastercard** or please see <https://mastercardus.idprotectiononline.com/>.

### ID Theft Protection Services Provided:

#### 1. DETECT POTENTIAL IDENTITY AND FRAUD THREATS

##### Personally Identifiable Information (PII)

**Compromised Credentials** monitors for a combination of email address /username /password /security questions located within:

- Hacker account dump sites
- Hactivist forums
- Data leaks
- Malware logs

Alerts are sent with event details, also listed within resolution console and most often includes source of breach (from where the data was harvested).

**High-Risk Transactions** monitors a Consumer's high-risk transactions with more than 300 of the nation's largest companies to uncover and thwart account takeover attempts. Knowledge-Based Authentication (questions only an individual should know about themselves such as what street they lived on in 2009) used by organizations across industries limits the risk of identity theft or account takeover. Alerts are sent when a series of knowledge-based authentication questions are generated to validate the Consumer's identity (i.e. when accessing a credit report). Monitored transactions include:

- Credit cards
- Bank accounts
- Brokerage accounts
- Healthcare portals
- Workplace intranets
- Other services (e.g. peer-to-peer fund transfers)

**Dark Web Monitoring** provides monitoring of underground web pages people can visit without third parties being able to trace the location of the web visitors or the web page publisher. Dark web sites make up about .01% of the Internet and are intentionally hidden or protected by encryption technologies and not accessible via standard web browsers.

##### Credit Information

**Single Bureau Credit Monitoring** monitors a Consumer's credit file for changes that could indicate fraud such as new credit inquiries, an address change or new credit account(s) opened in their name. In order to use this service, Consumers must provide some personal information, such as name, address, date of birth, and SSN, and undergo either digital verification via text or knowledge-based authentication. ID Theft Protection sends alert notification emails, such as change of address alerts, anytime potentially unauthorized inquiries or suspicious activities on Consumer's credit file are detected so they can take immediate action to minimize damage.

## Additional Information

**Small Business ID Theft Protection** upgrades ID Theft Protection identity monitoring services by adding URL and Domain monitoring to the existing list of monitored items. URL and Domain monitoring searches for the Consumer's business URL and domain (limited to 10 domains) within corporate data breaches, malicious third-party botnets and criminal forums.

## 2. RECEIVE ALERTS OF SUSPICIOUS ACTIVITY

- Email Addresses
- Debit/Credit Cards
- Loyalty/Affinity Cards
- Bank Account Numbers
- Passport Numbers
- Medical and Vehicle Insurance Cards
- Drivers Licenses
- National Identity Numbers/Social Security Numbers
- New Lines of Credit
- Address Changes

## 3. RESOLVE IDENTITY THREATS WITH SELF-SERVICE RESOLUTION OR SPECIALIST SUPPORT

**Self-Service ID Theft Resolution Kit** is a self-service resolution document which informs Consumers of the different forms of ID theft, and how to resolve each situation. Resolution tools in the kit include preventive measures, step-by-step guides and sample letters to be sent to collection agencies.

**Access to Resolutions Specialists** which assigns a personal case manager to help take care of everything.

**Self-Service ID Theft Wizard** provides step-by-step advice for many identity theft scenarios that Consumers may face. All ID Theft Protection users have access to the Identity Theft Protection Kit found in the Profile section of their portal, which explains the many forms of identity theft and provides protective measures anyone can take to limit their risk. The kit also contains a Federal Trade Commission sample affidavit form, as well as sample letter templates for filing disputes in cases of identity theft or fraud.

**Online Fraud Alerts** allow Consumers to place a statement on their credit report that instructs lenders to contact the Consumer before issuing new credit. This makes it more difficult for an identity thief to open new accounts in their name. When Consumers place a fraud alert with one bureau, the other two bureaus are informed, and the alert is then placed on all three bureau files. Fraud alert placement is free, and alerts stay on the Consumer credit files for one year.

This benefit may be subject to change without prior notice. Please visit [www.mastercard.com/us/worldlegend](http://www.mastercard.com/us/worldlegend) or call **1-800-Mastercard** for the latest benefit information.

## Mastercard Travel & Lifestyle Services

As a World Legend Mastercard® cardholder, you have access to Mastercard® Travel & Lifestyle Services, a suite of benefits, amenities and upgrades, preferential treatment and premium travel offers from best-in-class travel companies across hotels, air travel, tours, cruises, car rentals and more\*. This is

a digital, self-service travel booking platform exclusively for Mastercard cardholders. It provides access to special travel conditions, premium benefits, and a curated selection of hotels and resorts, including the Mastercard Luxury Hotels & Resorts Collection. Get the most from all your travels whether you are planning a last-minute getaway or your dream family vacation. Plus, take advantage of the Mastercard Lowest Hotel Rate Guarantee\*\* and Mastercard Hotel Stay Guarantee\*\*\* which deliver value and peace of mind.

\*Travel & Lifestyle Services are provided by a third party.

No travel bookings are being made by Mastercard, nor is Mastercard acting as a travel agency or providing any travel consultation or advice, in connection with Mastercard Travel & Lifestyle Services.

\*\*Mastercard Lowest Hotel Rate Guarantee: If you book a qualifying 'prepaid' rate or 'postpaid' rate hotel stay through the Mastercard Travel & Lifestyle Services program either online or through an authorized program agent using your Mastercard and then find the same hotel room type, in the same hotel, for the same dates, the same number of children and adults, at a lower price online, before taxes and fees, we'll refund you the difference. To receive a refund you must submit a claim as described in the Terms & Conditions prior to your stay and at least seventy-two (72) hours before the date of your reservation check-in.

\*\*\*Mastercard Hotel Stay Guarantee: The Mastercard Travel & Lifestyle Services Hotel Stay Guarantee is simple – if you book your three star or higher hotel stay through the Mastercard Travel & Lifestyle Services program and you encounter problems with the hotel, contact Mastercard Travel and Lifestyle Services **Toll free (US): 1-855-802-1387** during your stay and a lifestyle concierge will attempt to make it right for the remainder of your stay by working directly with the hotel to try to resolve your issue or will make efforts to find you comparable accommodations.

Certain terms, conditions and exclusions apply. This benefit may be subject to change without prior notice. Please visit <https://concierge.mastercard.com/terms-and-use> for the latest benefit information and terms & conditions.

## Concierge Service

World Legend Mastercard® offers you the Mastercard Concierge Service. Imagine your own Personal Assistant 24 x 7 x 365, where knowledgeable experts can assist with whatever you need, whenever you need it. This takes "Concierge Service" to the next level with robust, personalized features that will save you time and simplify your day, such as:

- Personal Profile to track preferences for travel, hotels, dining, entertainment, special occasions – and even food allergies.
- Local experts who can provide on-site assistance with everyday household needs – like being there when the new appliance is delivered, because you can't be.
- Access to unique dining and entertainment venues to turn a special occasion into a memorable experience.
- Reminder service for those dates or events that you can't afford to miss.

• Pre-trip planning services, providing you with critical information in advance of your trip including: 10-day weather forecast, travel requirements, city-specific news and conditions, safety and security advisory, suggested packing lists, pre-arranged confirmations for dining and other services, top must-see attractions, fitness facilities, jogging paths and recreation within close proximity of your hotel, etc. Let the Mastercard Concierge assist you today, so you can have your day back! Our experts look forward to assisting you at **1-877-354-8330**.

Costs of any goods or services provided by the concierge will be billed to your World Legend Mastercard. This benefit may be subject to change without prior notice. Please visit <https://concierge.mastercard.com/terms-and-use> or call **1-800-Mastercard** for the latest benefit information.

**Mastercard Global Service**

Mastercard Global Service provides worldwide, 24-hour assistance with **Lost and Stolen Card Reporting** and **Emergency Card Replacement**. Call Mastercard Global Service immediately to report your card lost or stolen and to cancel the account. Remember, if you report your card lost or stolen, you will not be responsible for any unauthorized transactions on your account. In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call **1-800-307-7309**. When out-of-country and in need of assistance, you can easily reach a specially trained Mastercard Global Service Representative who can help you 24 hours a day, 365 days a year, in any language. You can call toll-free from over 80 countries worldwide. Some of the key toll-free Mastercard Global Service telephone numbers are:

|                 |               |                     |                  |
|-----------------|---------------|---------------------|------------------|
| Australia ..... | 1-800-120-113 | Mexico .....        | 001-800-307-7309 |
| Austria .....   | 0800-070-6138 | Netherlands .....   | 0800-022-5821    |
| France .....    | 0-800-90-1387 | Poland .....        | 0-0800-111-1211  |
| Germany .....   | 0800-071-3542 | Portugal.....       | 800-8-11-272     |
| Hungary .....   | 06800-12517   | Spain .....         | 900-822-756      |
| Ireland .....   | 1-800-55-7378 | United Kingdom .... | 0800-96-4767     |
| Italy.....      | 800-870-866   | Virgin Islands..... | 1-800-307-7309   |

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

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

**ATM Locations:**  
Call **1-877-FINDATM (1-877-346-3286)** to find the location of a nearby ATM in the Mastercard ATM Network accepting Mastercard®, Maestro®, and Cirrus® brands. Also, visit our website at **www.mastercard.com** to use our ATM locator. You can get cash at over two million ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel. This benefit may be subject to change without prior notice. Please visit **www.mastercard.com/us/worldlegend** or call **1-800-Mastercard** for the latest benefit information.

**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. All benefits described in this Guide are subject to terms, conditions, and availability, and may be changed or terminated without notice. Mastercard is not responsible for the performance or non-performance of any third-party service provider, nor for any loss or damage arising from reliance on this Guide. This document does not create any contractual rights beyond those in your cardholder agreement. For current benefit details, visit the official program website or contact your issuer.



## Guide to Benefits for Mastercard® Cardholders

### Priority Pass Airport Lounge Access

#### Description

Airport lounge access provided by Priority Pass is available to all eligible **Bilt Palladium Card** cardholders. Cardholders can use their Priority Pass membership or digital membership card to access an airport lounge in a seamless way, as follows:

- Eligible cardholders will enjoy complimentary lounge membership for them and up to two guests. For additional guests above two, the Cardholder will be charged \$35 per guest per lounge visit.
- Membership to 1,700+ Priority Pass lounges in 120 countries and in over 400 airports regardless of airline, frequent flyer membership or class of ticket.
- Priority Pass provides affluent cardholders the opportunity to relax, refresh, and enhance their airport experience as they wait for their flight

#### Detail

##### Who Is Eligible:

U.S. issued **Bilt Palladium Card** cardholders whose issuing bank has completed the enrollment process.

##### How Priority Pass Works:

1. Access to lounges is automatically available in the Bilt app using the Priority Pass Membership QR code. No activation is required for this feature.
2. **If using your physical Bilt Palladium Card for lounge access or the QR code from the Priority Pass app**, the membership must be activated on [www.PriorityPass.com](http://www.PriorityPass.com) using the membership ID and the associated card number. Please note existing Priority Pass accounts linked to other card programs will not work and a new account will need to be created.

3. Eligible cardholders will enjoy complimentary refreshments, access to business facilities including phone, fax, conference, and Internet facilities (where available).
4. A list of participating lounges can be found and viewed using the Priority Pass website or app, as well as the Bilt website or app.

- FAQs can be viewed online at <https://www.prioritypass.com/en/member-support/faq>
- Contact Priority Pass at <https://www.prioritypass.com/en/member-support/contact-us> or +1 469 334 4174 for customer support.
- Terms of Use can be viewed online at <https://www.prioritypass.com/en/terms-of-use>
- Conditions of Use can be viewed online at <https://www.prioritypass.com/en/conditions-of-use>





## Guide to Benefits for Mastercard® Cardholders

### Cellular Wireless Telephone Protection – Consumer

#### Key Terms

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



2. 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 **\$800** per claim, and **\$1,000** 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 eligible 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 or seller.

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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## Guide to Benefits for Mastercard® Cardholders

### Purchase Assurance

#### Key Terms

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

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

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

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

**Covered Card** means the Mastercard card.

**Damage** means items that can no longer perform the function they were intended to do in normal service due to broken parts, material or structural failures.

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

**Stolen** means items that are taken by force and/or under duress or the disappearance of the item from a known place under circumstances that would indicate the probability of theft.

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

#### Evidence of Coverage

Pursuant to the below terms and conditions, when an item you bought with your **covered card** is **damaged** or **stolen** within **90** days of purchase, you may be eligible for benefits under this coverage.

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

##### A. To get coverage:

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

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

- Most items you purchase entirely with your covered card are covered if damaged or stolen within **90** days from the date of purchase as indicated on your covered card's receipt.
- Items you purchase with your covered card and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage benefit.

##### C. Coverage limitations:

- Coverage is limited to the lesser of the following:
- The actual cost of the item (excluding delivery and transportation costs).
- A maximum of **\$1,000** per loss and a total of **\$50,000** per **cardholder** account per twelve (12) month period.
- Purchases that are made up of a pair or set will be limited to the cost of repair or replacement of the specific item stolen or damaged. If the specific item cannot be replaced individually or repaired, the value of the pair or set will be covered not to exceed the limits above.



- Coverage for stolen or damaged jewelry or fine art will be limited to the actual purchase price as listed on your credit card statement, regardless of sentimental or appreciated market value.

#### **D. What is NOT covered:**

- Items left in public sight, out of arm's reach, lacking care, custody or control by the cardholder.
- Lost items, and items that mysteriously disappear (the only proof of loss is unexplained or there is no physical evidence to show what happened to the item) without any evidence of a wrongful act.
- Items that are stolen from any location or place (including, but not limited to, exercise facilities, places of employment, schools, or places of worship) due to the lack of due diligence by you or another party.
- Items lost, stolen, damaged, or mis-delivered while under the care, custody, and control of another party or common carrier (including, but not limited to, airlines, the U.S. Postal Service, UPS, FedEx, or other delivery services).
- Losses due to normal wear and tear, misuse, gradual deterioration, and/or abuse.
- Losses resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Losses that cannot be verified or substantiated.
- Items covered by a manufacturer's recall or class action suit.
- Items that you damage through alteration (including, but not limited to, cutting, sawing, shaping).
- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Stolen items without a documented report from the police.
- Items that are damaged during transport via any mode.
- Items stolen from the interior or exterior of a watercraft/boat, aircraft, motorcycle, automobile or any other motor vehicles.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Motorized equipment not designed for transportation and used solely for the upkeep and maintenance of a residence is eligible for coverage (including, but not limited to, snow thrower, lawn mowers, and hedge trimmers).
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare, or precious metals, stamps, and coins, currency or its equivalent.
- Losses caused by insects, animals, or pets.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Items purchased for resale, rental, professional, or commercial use.
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods, or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, computer programs, operating software, and other software.
- Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).

- Losses caused by liquids, fluids, oils, chemicals, or bodily fluids/excretions.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- Items stolen or damaged at a new home construction site.
- Rented, leased, or borrowed items for which you will be held responsible.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.

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

- Visit [www.mycardbenefits.com](http://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.
- Submit the following documentation within one hundred and eighty (180) days of the date you report the claim:
  - o Repair estimate for damaged item(s).
  - o Photograph clearly showing damage, if applicable.
  - o Receipt showing purchase of covered item(s).
  - o Statement showing purchase of covered item(s).
  - o Report from police listing any items stolen.
  - o Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renter's, or auto insurance policy).
  - 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** 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](http://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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## Guide to Benefits for Mastercard® Cardholders

### MasterRental Coverage – Consumer

#### 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.

**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 **31** 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 **31** consecutive days. Rental periods that exceed or are intended to exceed **31** 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 card.
- Any person not designated in the rental agreement as an authorized driver.
- Any obligations you assume other than what is specifically covered under the rental agreement or your primary vehicle insurance or other indemnity policy.
- Any violation of the written terms and conditions of the rental agreement.
- Any loss that occurs while driving under the influence of drugs or alcohol.
- Any loss associated with racing or reckless driving.
- Losses involving the theft of the rental vehicle when you or an authorized driver cannot produce the keys to the rental vehicle at the time of reporting the incident to the police and/or rental agency, as a result of negligence.
- Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.
- Subsequent damages resulting from a failure to protect the rental vehicle from further damage.
- Blowouts or tire/rim damage that is not caused by theft or vandalism or is not a result of a vehicle collision causing tire or rim damage.
- Rental vehicles where collision/damage waiver coverage (or similar coverage) was accepted/purchased by you.
- Any damage that is of an intentional or non-accidental nature, caused by you or an authorized driver of the rental vehicle.
- Depreciation, diminishment of value, administrative, storage, or other fees charged by the vehicle rental company.
- Vehicles with a rental agreement that exceeds or is intended to exceed a rental period of 31 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](http://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](http://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.

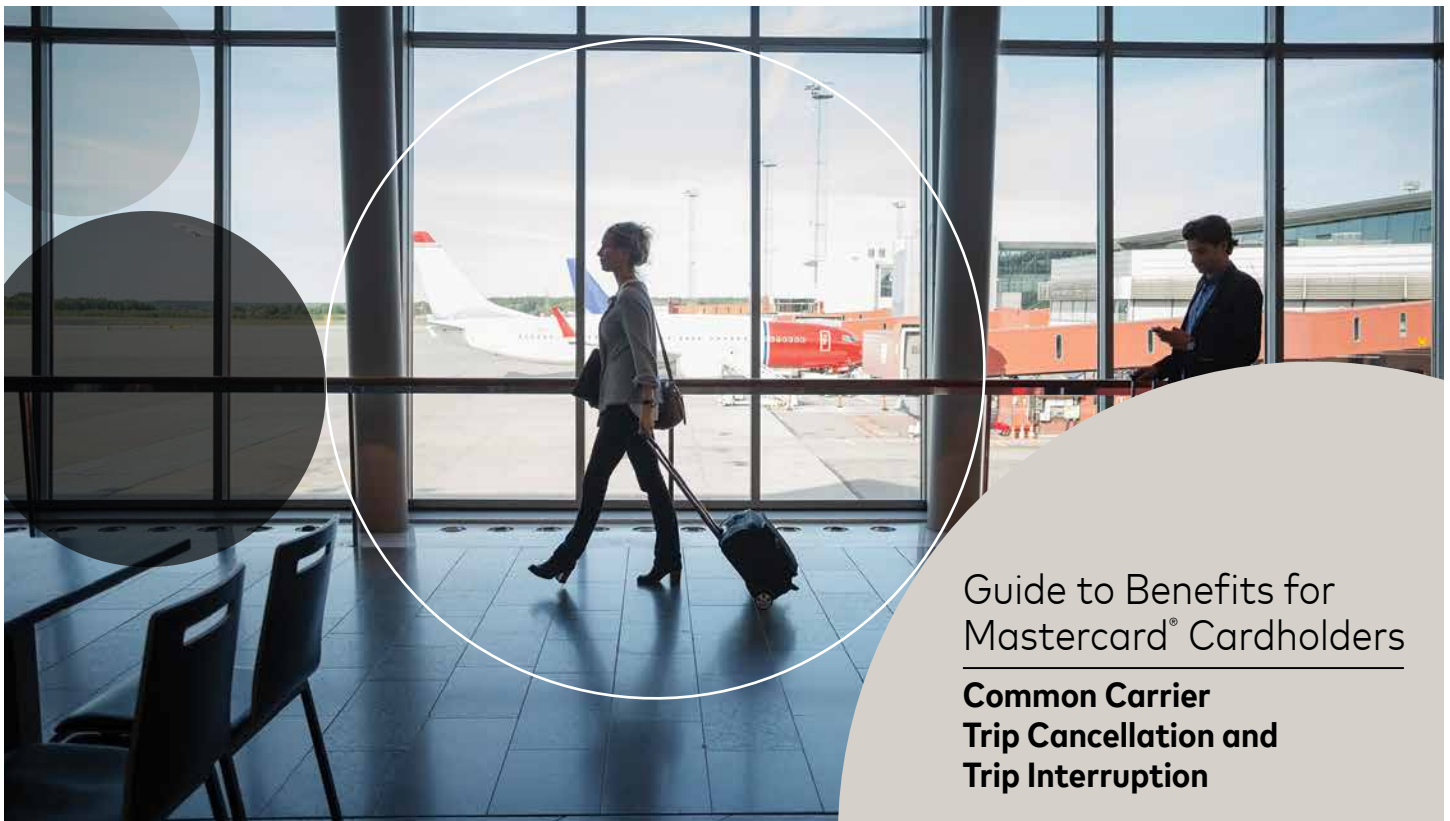
**Severability of Provisions:** If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other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

### Common Carrier Trip Cancellation and Trip Interruption

#### Key Terms

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
2. Additional transportation expenses that the Eligible Traveler incurs less any available refunds, not to exceed the cost of an economy-class 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:

1. 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 \$2,000 per Covered Trip and \$5,000 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](http://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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## Guide to Benefits for Mastercard® Cardholders

### Trip Delay

#### Key Terms

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

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

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

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

**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.

**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.

**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.

**Inclement Weather** means any severe weather condition which delays the scheduled arrival or departure of a common carrier.

**Return Destination** means the place to which You expect to return from Your trip as indicated on Your common carrier ticket.

**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 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.

**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 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:

If you are delayed more than six (6) hours while traveling to your **destination** or **return destination**, we will reimburse you for travel expenses as a result of the delay. There is no coverage, if the **common carrier** cancels within six (6) hours of your scheduled departure time on the common carrier for which you have purchased a ticket for your trip.

Delay is:

- a) **Inclement weather**;
- b) Equipment failure of a common carrier (documented by the common carrier); or
- c) Lost or stolen passport or travel documents.
- d) Delays due to: war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), and civil war are not covered.



## C. Coverage limitations:

Coverage is limited to the lesser of the following:

- \$300 per trip.
- Coverage is limited to 1 claims per twelve (12) month period.

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. 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 failure or the claim may not be honored:
  - o Covered card billing statement showing the charge for the covered trip.
  - o Proof of the delay from the common carrier.
  - o Receipts for travel expenses.
  - 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 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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## Guide to Benefits for Mastercard® Cardholders

### Lost or Damaged Luggage

#### Key Terms

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

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

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

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

**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, taxi 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 facility-designated 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 **\$1,500** 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](http://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](http://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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## Guide to Benefits for Mastercard® Cardholders

### Extended Warranty – Two Year Benefit

#### Key Terms

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](http://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.





## Guide to Benefits for Mastercard® Cardholders

### Baggage Delay

#### Key Terms

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

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

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

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

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

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

**Covered Card** means the Mastercard card.

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

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

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

#### 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 replacing, on an emergency basis, any personal articles (e.g., clothing, hygiene and/or grooming products) or business effects (e.g., uniforms or general office supplies) contained in your **checked baggage**, if the checked baggage is **delayed** in getting to you at your scheduled destination.
- Coverage begins when the baggage is checked in with the common carrier by you. This includes curbside check-in with facility-designated personnel.
- Coverage ends when you regain possession of your checked baggage from the common carrier. This includes curbside checkout with facility-designated personnel.
- Coverage is secondary to any other applicable insurance or coverage available to you including benefits provided by the common carrier (including, but not limited to, goodwill payments, refunds, credit/vouchers). Coverage is limited to only those amounts not covered by any other insurance or coverage or common carrier benefits (including, but not limited to, goodwill payments, refunds, credit/vouchers).

##### C. Coverage limitations:

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



#### D. What is NOT covered:

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

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

- Visit [www.mycardbenefits.com](http://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.
- Report the baggage delay to the common carrier within twenty-four (24) hours.
- Submit the following documentation within one hundred and eighty (180) days of the incident or the claim may not be honored:
  - o Receipt showing the purchase of travel tickets.
  - o Statement showing the purchase of travel tickets.
  - o Covered card travel point program statement showing the common carrier ticket was paid for with redeemed points, if applicable.
  - o Copy of the delayed checked baggage report or property irregularity report that was submitted to the common carrier prior to leaving the terminal premises.
  - o The result of any settlement by the common carrier.
  - o Receipts for the covered purchases.
  - 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** 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](http://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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## Guide to Benefits for Mastercard® Cardholders

### Price Drop Protection 90-Day Coverage

#### Key Terms

Throughout this document, You and Your refer to the **Cardholder** or **Authorized User** of the **Covered Card**. We, Us, and Our refer to AIG WarrantyGuard, Inc.

**Administrator** means Sedgwick Claims Management Services, 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**.

**Coverage Period** means 90 days following the purchase date on Your receipt that You are eligible for coverage.

**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-of-business sales," "close out," or as "discontinued".
- **Printed Advertisements** or **Non-Auction Internet Advertisements** that display pricing lower than Your purchased item due to rebates, special offerings, bonuses, free items/giveaways, manufacturer's coupons, or special financing.
- Professional services, including workmanship, installation, professional advice/counseling, and technical support, or 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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**For more information,  
call 1-800-Mastercard: 1-800-627-8372,  
or en Español: 1-800-633-4466.  
Visit our website at [www.mastercard.com](http://www.mastercard.com).**

