



# Mastercard® Guide to Benefits

for Small Business  
Cardholders

## **Canandaigua National Bank Mastercard for the Following Small Business Cardholders:**

**Debit Mastercard® Business Card**

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

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

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

Please take a few minutes to familiarize yourself with the benefits of this program. You may also want to make a photocopy to take with you when traveling. This Guide applies to travel and retail purchases made on or after December 22, 2020, and supersedes any previous Guide or program.

The benefits below are subject to **Issuer** participation. Please check with your card issuing financial institution to see if you are enrolled.

## Key Terms

Throughout this document, You and Your refer to the **Cardholder** or **Authorized User** of the **Covered Card** and the words "we," "us" and "our" mean Mastercard. In addition, bold terms that are not otherwise defined in this document shall have the meanings set forth below.

**Account Holder** means a person to whom an **Eligible Account** is issued and who holds an **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**.

**Assistance Center** shall mean the designated assistance teams trained to provide customer services and coordination of qualified local providers to travelers in real time.

**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**.

**Authorized User (MasterAssist, Purchase Assurance)** 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 **Account Holder** or **Authorized User** of an **Eligible Account** in good standing.

**Cardholder (Extended Warranty)** 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.

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

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

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

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

**Eligible 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 the benefits covered hereunder.

**Eligible Account (Extended Warranty)** 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.

**Evidence of Coverage (EOC) (MasterAssist)** means the summary of benefits set forth below which describe the terms, conditions, limitations and exclusions of the coverage provided to You at no additional charge under a group policy issued by New Hampshire Insurance Company, an AIG company. Representations or promises made by anyone that are not contained in the group policy are not part of Your coverage. In the event the EOC, Key Terms, or Legal Disclosures of this Guide to Benefits conflict with the provisions of the group policy, the terms of the group policy govern Your coverage.

**Evidence of Coverage (EOC) (Purchase Assurance)** 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.

**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.

**Issuer** means your card issuing financial institution.

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

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

**Small Business Card** means Mastercard Small Business debit, Mastercard Small Business credit and/or eligible Mastercard-branded Small Business prepaid cards.

**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.

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

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

## BUSINESS SERVICES

### Mastercard Digital Merchant Offers

#### Program Description:

Enjoy unique offers with popular digital brands on time-saving products and services.

#### Eligibility:

To be eligible for these offers, you must be a **Cardholder** who holds an eligible **Covered Card** issued by a U.S. financial institution.

#### How to Use the Offers:

Visit [www.mastercard.us/businessoffers](http://www.mastercard.us/businessoffers) for information on how to avail the offers.

#### Terms & Conditions:

Visit [www.mastercard.us/businessoffers](http://www.mastercard.us/businessoffers) for a full list of current digital merchant offers and applicable terms & conditions.

### Mastercard Receipt Management

#### Program Description:

Mastercard offers a mobile Receipt Management application for all Mastercard **Small Business Card Cardholders** in the United States at no additional charge. Business owners and employees can snap photos of receipts to store them securely in the cloud. This will help businesses to better understand their expenses and manage their financial health. Receipts are foundational to better cash management for small businesses and the Mastercard Receipt Management app helps them categorize expenses (including personal vs. business), attach detailed notes, easily export data, and view clear reporting. Sort and view stored receipts based on merchant name, purchase date, amount, or expense category. Once the information is in the system, easily export your receipt images and/or the associated expense data to share with a bookkeeper or accountant.

#### Eligibility and Activation:

To use the app simply search for and download the iOS or Android version of Mastercard Receipt Management from the Apple or Google app store. Then use your valid Mastercard **Small Business Card** (issued by a U.S. financial institution) to activate the mobile app.

## PEACE OF MIND

### Mastercard ID Theft Protection™ (IDT)

#### 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 small business **Cardholders** in the U.S. are eligible for this coverage. Enrollment is required.

#### Service Provider:

ID Theft Protection is provided by Generali Global Assistance, Inc. 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 **Issuer**.

#### 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 **Cardholder'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 **Cardholder'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 webpages people can visit without third parties being able to trace the location of the web visitors or the webpage 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 **Cardholder's** TransUnion 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, **Cardholders** 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 **Cardholder'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 **Cardholder'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
- Driver's 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 **Cardholders** 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 **Cardholders** 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 **Cardholders** to place a statement on their credit report that instructs lenders to contact the **Cardholder** before issuing new credit. This makes it more difficult for an identity thief to open new accounts in their name. When **Cardholders** 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 **Cardholder** credit files for one year.

### Mastercard Global Service™

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

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

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

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

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



Australia .....	1-800-120-113	Mexico.....	001-800-307-7309
Austria .....	0800-070-6138	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](http://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](http://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.

## MasterRental Insurance Coverage

**Additional Key Terms:** In addition to the Key Terms set forth above, in this MasterRental Insurance Coverage section, 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**.

**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 (as supplemented or modified by the Additional 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 (as supplemented or modified by the Additional 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 thereunder.

**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 thirty-one (31) consecutive days or less with your **Covered Card**, you are eligible for benefits under this coverage. Refer to Key Terms (as supplemented or modified by the Additional 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 thirty-one (31) consecutive days. Rental periods that exceed or are intended to exceed thirty-one (31) consecutive days are not covered.

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

We will pay for the following on a primary 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.
- Theft or **Damage** to personal effects in transit in the rental **Vehicle** or in any building en route during a trip using the rental **Vehicle**. You must first file under other applicable insurance (e.g., home or business), and then we'll cover whatever is not covered by your insurance under our Secondary Personal Effects Insurance. Maximum coverage per rental period is \$1,000 per covered person, per occurrence. The total benefits per rental period cannot exceed \$2,000.

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 **USD** 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 thirty-one (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.

### MasterRental Legal Disclosure

This MasterRental 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 MasterRental Guide to Benefits is a summary of benefits provided to you. The above Key Terms (as supplemented or modified by the Additional Key Terms) and **EOC** are governed by the Group Policy.

**Effective date of benefits:** Effective October 27, 2020, this MasterRental 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 for purposes of this section 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.

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

This MasterRental 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 insurance policies, or an **Issuer's**, or Mastercard actual offerings, such master policies or actual offering shall control. Provision of services is subject to availability and applicable legal restrictions.

## Mastercard Easy Savings® Program

Mastercard is providing these Mastercard Easy Savings® Program Terms and Conditions ("Terms and Conditions") with respect to your U.S. Mastercard small business signature debit, prepaid, or credit card (each, a "**Small Business Card**") and/or U.S. Mastercard Multi Card card, Mastercard Purchase Card card, and/or Mastercard Corporate Card (each, a "Commercial Card"). Upon receipt or affirmative acceptance of these Terms and Conditions, you hereby accept the Terms and Conditions for the applicable Mastercard Easy Savings® Program - U.S. Small Business and/or the Mastercard Easy Savings® Program - U.S. Commercial (each, as applicable, the "Program"). You further accept these Terms and Conditions and ratify this acceptance by using, receiving or accepting any benefit of a rebate under the Program.

If you do not wish to participate in the Program, please contact your **Issuer**.

These Terms and Conditions set forth the terms applicable to your use of the Program. The Program provides you with automatic rebates on eligible purchases from participating merchants in the United States if you use an eligible, enrolled Mastercard **Small Business Card** or Commercial Card. Please read these Terms and Conditions carefully and keep them for your records.

In these Terms and Conditions, "Program Website" means [www.easysavings.com](http://www.easysavings.com) for the Mastercard Easy Savings® Program – U.S. Small Business or [www.easysavings.com/commercial](http://www.easysavings.com/commercial) for the Mastercard Easy Savings® Program – U.S. Commercial (or such other websites).

**Participation:** For Mastercard Easy Savings® Program – U.S. Small Business only: If you have been notified by the **Issuer** of your Mastercard **Small Business Card** that your Mastercard **Small Business Card** has been automatically enrolled in the Program, you may participate in the Program effective as of the date indicated in the notification from the **Issuer**. If you have been notified by the **Issuer** of your Mastercard Commercial Card that your Mastercard Commercial Card has been enrolled in the Program, you may participate in the Program immediately.

The Program is available only to **Cardholders** using eligible, enrolled **Small Business Cards** or Commercial Cards, as applicable, issued by a United States financial institution. You must be enrolled in the Program prior to using a **Covered Card** at a Merchant, as defined below, or to receive the rebate benefits of the Program.

If you access the Program Website or use the Program, you also accept the Terms and Conditions as posted on the Program Website.



**Your Data:** You agree to the terms of the Program's privacy notice as posted on the Program Website which may be amended from time to time. You acknowledge and agree that your **Issuer** and Mastercard may share and use data regarding you, your personnel and such Card usage with each other and with third parties, such as Merchants and service providers, to operate the Program and for internal operational purposes, including, but not limited to, sending you and your personnel emails regarding the Program.

**Merchant Offers:** Merchants that are participating in the Program ("Merchant(s)") may provide offers for rebates on purchases of goods or services ("Offers") at participating Merchant locations for **Covered Cards**. The amount of any rebate and other terms and conditions applicable to a rebate will be determined by the Merchant, and are subject to change at any time and without notice. Please refer to any disclosures provided by your **Issuer** and the Program Website for any details on any Offer terms and conditions. Offers may be redeemed only at participating Merchant locations. See the Program Website for the latest information on available Offers. Certain issuing banks may restrict your access to: (i) or the ability to make purchases from, certain Merchants; (ii) certain Offers; or (iii) certain elements of the Program for other purposes. Please refer to the Offer details provided by your issuing bank, the Program Website, and/or the Offer details below for the latest information on available offers.

**Offer Acceptance:** When you purchase goods or services using a **Covered Card** from a participating Merchant, you will receive a rebate on your purchase, subject to any terms and conditions of the Offer and provided that the purchase transaction: (a) originated in the United States, (b) is authorized, settled and cleared through the Mastercard Global Clearance and Processing System, and (c) is not a PIN-based transaction. The rebate will not appear on your receipt at the point of sale. The form of the rebate may be a credit to your **Covered Card** account or the rebate may be in another form, as determined by your **Issuer**. If a rebate is credited to your **Covered Card** account, please note that it might not appear on the same statement as the related purchase. There may be a delay of up to one statement cycle in crediting a rebate. Please note that rebates will be based on the standard currency related to your **Covered Card**.

**Reversals:** All or a portion of a rebate may be reversed in certain circumstances, including without limitation, upon a return, dispute, adjustment, or fraudulent card activity.

**Disclaimer of Liability:** Mastercard's role under the Program is limited to processing information regarding Offers on behalf of Merchants and the **Issuer**. Mastercard is not responsible for any Offers or rebates, your ability to use Offers or rebates, the crediting of any rebates to your Card account, reversals of Offers or rebates, accuracy or completeness of information about Offers or rebates, or any acts or omissions of the **Issuer** or Merchants. Mastercard provides the Program on an "AS IS" basis, and Mastercard disclaims any and all warranties, including without limitation, any warranties of merchantability or fitness for a particular purpose, except

as required by applicable law. Mastercard is not liable to you for any damages that you suffer in connection with your participation in the Program, unless the damage results directly from Mastercard's failure to perform the express obligations under these Terms and Conditions. Mastercard and its affiliates, its respective directors, officers, employees, agents, and successors and assigns, are not responsible, and shall not be liable for, any direct, indirect, special, incidental, or consequential damages (including lost profits). Without limiting the foregoing, Mastercard is not responsible for any card account fees or penalties that you incur on your card, including fees and penalties that may result from rebate reversals. Any tax liability resulting from your participation in the Program shall be your sole responsibility, and not Mastercard's responsibility or the responsibility of any Merchant or the **Issuer**. Merchants or the **Issuer** may report information regarding the Program and your participation in it to tax authorities. Merchants and the **Issuer** may not vary these Terms and Conditions as applied to the relationship between you and Mastercard and may not make any commitments that are binding on Mastercard.

**Termination:** You may terminate your participation in the Program at any time by notifying your **Issuer**. There may be a delay of up to 30 days in effecting such termination, and reversals or adjustments of rebates may continue after termination, as determined in Mastercard's discretion. Mastercard or your **Issuer** may terminate your participation in the Program at any time, without notice unless required by law. Mastercard reserves the right to add or terminate any participating Merchant or any Offer without notice. Any terms, which by their nature should survive the termination of these Terms and Conditions, shall survive.

**Change of Terms:** Mastercard can add to, delete from, or change (each, a "change") the terms of these Terms and Conditions and/or the Program at any time. Mastercard will notify you of changes by posting the revised terms and conditions on the Program Website.

**Questions Regarding the Program:** You should direct any questions related to the Program, Offers, any Program restrictions, or rebates to your **Issuer**.

**Disputes:** Any disputes regarding Offers or rebates, or your ability to participate or receive them, may be determined by Mastercard, by your **Issuer**, or Merchants. That resolution will be final and binding on you.

**Additional Terms:** Your **Issuer** and Merchants may impose additional terms on your participation in the Program. These Terms and Conditions are in addition to, and do not amend or replace, your card agreement with your **Issuer**.

**Miscellaneous:** These Terms and Conditions will be governed by the laws of New York State, without regard to conflict of law principles. Any dispute arising out of or in connection with the interpretation or performance of these Terms and Conditions, that is not settled in accordance with the section of these Terms and Conditions entitled "Disputes", shall be finally settled by the Courts located in the City and State of New York, which shall have exclusive jurisdiction. YOU AND

Mastercard HEREBY WAIVE ANY RIGHT TO A JURY TRIAL. You may not assign your rights under these Terms and Conditions. Mastercard may assign its rights and obligations at any time. The invalidity of any provision of these Terms and Conditions will not affect the validity of the remaining portions. Any waiver by Mastercard of its rights under these Terms and Conditions is binding only if in a writing signed by Mastercard. The use of your **Issuer** and Merchant names and logos in the Program is by permission only.

**– Participating Merchants Offer Details:** Restrictions, conditions, and limitations apply. Visit the Merchant detail pages at [www.easysavings.com](http://www.easysavings.com) for more details.

#### **Mastercard Easy Savings® Program for Commercial**

**– Participating Merchants Offer Details:** Restrictions, conditions, and limitations apply. Visit the Merchant detail pages at [www.easysavings.com/commercial](http://www.easysavings.com/commercial) for more details.

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### Account and Billing Information

**Important:** Contact your **Issuer** 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.

**Reminder: Please refer to the Legal Disclosure section.**

### Legal Disclosure

**Effective date of benefits:** Effective October 27, 2020, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party.

**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 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 offerings shall control. Provision of services is subject to availability and applicable legal restrictions.

### Extended Warranty – One Year Benefit

#### 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 twelve (12) 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 twelve (12) months following the day that the Manufacturer's Warranty or Store Warranty expires.
- If you purchase a Purchased Warranty of twelve (12) 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 twelve (12) 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.
- If the Covered Purchase's original Manufacturer's Warranty or Store Warranty covers more than twelve (12) months, this benefit will not apply.
- 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.

## MasterAssist

### Terms and Conditions for MasterAssist

This document details the MasterAssist™ services available to you as a member of the plan described as follows.

**Eligibility:** In order to be eligible for the services and benefits offered by Mastercard International through **Assistance Center**, You must be a beneficiary as defined below.

Membership to the program is non-transferable.

**Duration of Coverage:** As long as You remain a Mastercard **cardholder** in good standing, You will have access to the assistance services described herein.

**Availability of Services:** MasterAssist is available worldwide, with the exception of those countries and territories which may be involved in an international or internal conflict, or in those countries and territories where the existing infrastructure is deemed inadequate by Assistance Center to guarantee service. The Beneficiary may contact MasterAssist



prior to embarking on a covered trip to confirm whether or not services are available at his/her destination(s).

**Access:** The services and benefits offered in the Mastercard program will be arranged by Assistance Center.

**For 24-hour emergency assistance call the Mastercard Assistance Center at:**

Toll free number in the United States: **1-800-307-7309**

Outside the United States, call collect at **1-636-722-7111**

## I. GENERAL DEFINITIONS

**Beneficiary:** An eligible Mastercard cardholder in good standing whose card has been issued by an institution located in the United States and with his/her permanent address of residence within the United States; such cardholder's spouse; or, a dependent child under the age of nineteen (19) or under the age of twenty-five (25) in the case of a dependent full-time college student. In either case the family member resides permanently at the same address as the cardholder and is traveling with the cardholder.

**Family Member:** Any Beneficiary's common law spouse, and his or her children.

**MasterAssist™:** Service provided by Assistance Center on behalf of Mastercard International.

## II. CONTENT OF THE ASSISTANCE SERVICES

The Beneficiary is entitled to obtain the following services (i) when 100 miles (160km) or more away from such Beneficiary's primary residence; or (ii) while traveling overseas outside the home country of origin:

### 1. TRAVEL MEDICAL EMERGENCY ASSISTANCE

**Referrals to medical services:** If you have a medical emergency while traveling, **MasterAssist will refer you to qualified:** physicians, hospitals, clinics, ambulances, private duty nurses, dentists, dental clinics, services for the disabled, opticians, ophthalmologists, pharmacies, suppliers of contact lenses and medical aid equipment.

For the convenience of the cardholder, MasterAssist will make arrangements for a general practice physician to consult the Beneficiary's hotel or current location while traveling. Although MasterAssist service will make every effort, this service may not be available in all states and countries. If a physician can not be dispatched, other arrangements will be made by MasterAssist and options will be offered to the Beneficiary. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder.

#### **Hospital admission:**

If you require hospitalization, MasterAssist can organize the hospital admission and, if requested, the guarantee of medical expenses. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

#### **Medical transportation/Medical evacuation:**

If the MasterAssist medical department determines that adequate medical facilities are not locally available in the

event of an accident or illness, MasterAssist service will arrange for an emergency evacuation to the nearest facility capable of providing adequate care. The MasterAssist service team of physicians will be able to make travel recommendations including the mode of transport, whether or not an escort is needed (medical or non-medical), as well as ground transport requirements (for example, wheelchair assistance, ambulance at each end). It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder.

#### **Repatriation of remains:**

In the event of the Beneficiary's death, MasterAssist will arrange for the repatriation of remains to the place of burial in his/her country of residence. Transportation of remains will be subject to international laws and regulations. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder.

#### **Prescription transfer/shipping**

MasterAssist helps the Beneficiary replace lost or misplaced medication or other important items such as eyeglasses or contact lenses, by first endeavoring to find a local resource for replacement, or by locating and arranging prompt shipment of the item or its equivalent (subject to local law).

## 2. TRAVEL SERVICES MEDICAL PROTECTION

If you have a medical emergency away from home, MasterAssist Medical Protection can help you get the best care. MasterAssist Medical Protection is an insurance program.

#### **What is covered:**

- A global referral network of local physicians, dentists, hospitals, and pharmacies.
- Emergency treatment by a physician or dentist, for covered medical, surgical, and dental conditions arising from illness or accidental injury incurred during your trip. Each covered individual can receive up to USD \$2,500 in coverage. (Because coverage is secondary, file with your own insurance company first, then we'll help cover the difference.) There is a deductible of USD \$50 per person, per trip.
- Coverage is limited to emergency medical services resulting from accidental injury or emergency illness, which, if not treated immediately, could be expected by a prudent layperson to place a patient's life, or the life of an unborn child, in jeopardy or seriously impair the patient's bodily functions. Emergency illness benefits are limited to a maximum of USD \$500 per day.
- If you're hospitalized while traveling alone, we'll make arrangements to obtain care. If needed, we'll pay for transportation to another medical facility or your home. If you're traveling with dependent children, we'll arrange, and pay, for their return home if your hospitalization is expected to last 8 days or more.
- When you're traveling alone and hospitalized outside the United States for more than 8 days, we'll make and pay for travel arrangements for a round-trip, economy-class

ticket to bring a relative or close friend to you. If you need to recuperate in a hotel after hospitalization, we'll pay up to USD \$75 a day, up to 5 days, to help cover hotel expenses.

- If you die while traveling, we'll arrange for your remains to be sent home, pay for repatriation, and help make arrangements for your travel companions(s) to get home. We would do the same for you if your travel companion(s) should die.
- If one of your immediate relatives dies at home while you're traveling abroad, we'll pay for your return to the United States.
- Coverage is secondary to any existing health and dental coverage (such as worker's compensation, disability benefits law, or similar law) whether or not a claim is filed under such insurance.

#### **Who is covered:**

- You, your spouse, and unmarried dependent children under age 26, traveling with you.

#### **Where you're covered:**

- At locales 100 miles or more from your home\*, except in Afghanistan, Iran, Iraq, Kampuchea, Laos, Libya, Myanmar, North Korea, Sri Lanka, Vietnam, and other countries we deem unsafe.

#### **When you're covered:**

- You're covered from the day you leave until midnight of the 60th day of your trip, or the day you return to your city of residence, whichever is sooner. If your trip is extended due to a covered illness or injury, coverage extends to 48 hours after your return.

#### **What is NOT covered:**

- Services, supplies, or charges not prescribed by, or performed by, or upon the direction of a physician or dentist, not medically necessary, rendered by other than hospital providers, not legally obligated to pay in the absence of any coverage.
- Experimental/investigative services, or telephone consultations.
- Medical or dental expenses payable under any existing group health or accident insurance or for any expenses incurred after your return to your city of residence.
- War or hostilities of any kind (for example, invasion, rebellion, insurrection, riot, or civil commotion); confiscation or damage caused by any government, public authority or customs official; risks of contraband; illegal activity or acts and military duty.
- Air travel, except as a passenger on a licensed aircraft operated by an airline or air charter company.
- Non-emergency services, supplies, or charges.
- Injury, illness, or loss due to normal pregnancy or childbirth, professional athletics or training, participation in any athletic events that require payment of any entry fee, including training for such event(s); mountain climbing, motor competition, intentionally self-inflicting harm.

#### **Additional information:**

- All medical transportation must be approved by both the attending doctor and the Assistance Center staff. All other travel benefits must be approved in advance by the Center. All travel will be scheduled, economy class, if original ticket(s) cannot be used. MasterAssist must be given the return ticket(s), or must be reimbursed the value of unused ticket(s). Expenses without prior approval of the Assistance Center will not be reimbursed. The maximum amount paid for travel and repatriation costs, beside shipment of remains, is USD \$10,000 on any single covered trip.
- By making a request for assistance, or a claim for health or dental benefits, you assign to Assistance Center the rights to receive benefits and/or reimbursement payable under other health or dental insurance for covered services performed or paid for by Assistance Center.

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

1. Call **1-800-Mastercard** to obtain a claim form. Report the claim within 60 days of the completion of the care you receive, or we will not be able to honor your claim.
2. Complete and send the claim form with all documentation to the Mastercard Assistance Center.

#### **Reminder: Please refer to the Legal Disclosure section.**

\*If a cardholder's mailing address is in the State of New York, mileage requirement is not applicable.

### **3. LEGAL ASSISTANCE**

The Beneficiary is entitled to obtain the following services:

#### **Legal Referrals**

MasterAssist provides referrals to lawyers or other legal service providers including the provider's name, address, telephone number, office hours, specialty and language resources. Whenever there is sufficient information to do so, we shall refer you to two or more legal professionals so that the Beneficiary may have the benefit of choosing. MasterAssist uses reasonable efforts to ensure that its referrals are to legal service providers who meet the reasonable professional standards of the country or city where the traveler is located. MasterAssist will also follow up with the Beneficiary in each case to ensure that the service rendered was satisfactory.

#### **Legal Assistance – Up to USD \$1,000**

If you are jailed (or threatened to be) following a road traffic accident, MasterAssist can appoint and advance the fees of a lawyer. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

#### **Advance payment for bail bond – Up to USD \$5,000**

If you are jailed (or threatened to be) following a road traffic accident, MasterAssist shall advance the bail bond. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

#### 4. TRAVEL PERSONAL ASSISTANCE

MasterAssist will make available to Beneficiary:

- Information for preparing a journey
- Information on visas, passports
- Information on inoculation requirements for foreign travel
- Information on customs and duty regulations,
- Information on foreign exchange rates and value-added taxes
- Referrals to Embassies or Consulates
- Referrals to Interpreters
- Dispatch of an Interpreter

In case of imprisonment, hospitalization or circumstances that demand the services of an interpreter, MasterAssist shall make the necessary arrangements to provide the Beneficiary with an interpreter. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

#### 5. TRAVEL-ORIENTED EMERGENCY ASSISTANCE

##### Cash advances Up to USD \$5,000

In the event of lost or stolen cash, Travelers Checks, credit and charge cards or in the event that there are no ATMs available at the Beneficiary's location, MasterAssist shall advance cash to the Beneficiary (to be charged to cardholder's account and subject to authorization by the Card issuer).

##### Urgent message relay

Transmission of urgent messages from the Beneficiary to relatives, business associates, friends residing in his/her country of residence and vice versa.

##### Luggage assistance

MasterAssist shall provide assistance in locating lost luggage and shall provide to the Beneficiary regular updates on the location status.

##### Lost document, ticket replacement, and return trip assistance

In case of loss or theft of the Mastercard card, travel tickets, passport, visa or other identity papers necessary to return home, MasterAssist will provide assistance in replacing them by contacting local police, consulates, airline company or other appropriate entities.

In the event of loss or theft of the transportation ticket to return home, a replacement transportation ticket can be arranged. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

#### III. COST OF THE ASSISTANCE SERVICES PROVIDED

MasterAssist offers valuable emergency assistance services, however it is not insurance coverage. Please keep in mind that you will be responsible for the fees incurred for professional or emergency services requested of MasterAssist™ Travel Assistance Services (such as, medical or legal bills).

Most of the assistance services are offered to the cardholder at no cost; however, according to circumstances and depending on the nature of the requested service, Assistance Center may have to advance payment on behalf of the cardholder subject to the cardholder's approval. In this case, the advanced payment and associated delivery fees shall be reimbursed to Assistance Center through the debit of the cardholder's Mastercard Card account, subject to prior approval of the cardholder's issuing bank. In the event approval for the charge is not granted by the issuing bank, the payment coverage/monetary advance will not be provided.

#### 6. MASTER ROADASSIST® SERVICE

- If your car breaks down on the road while you are traveling in the 50 United States or the District of Columbia, just call **1-800-Mastercard** and tell us where you are.
- We'll send someone to the rescue. This is not only reassuring, but it may also save you money because fees for many services (jump-starts, towing, gas delivery, tire changes) are pre-negotiated. Road service fees will be automatically billed to your Mastercard Card account.
- You are responsible for emergency road service charges incurred by towing facilities responding to your dispatch, even if you are not with your car (or it's gone) when the tow truck arrives. Mastercard International is not responsible or liable for the service the towing facility provides. Towing facilities are independent contractors, solely liable for their services.
- Emergency road service is not available in areas not regularly traveled, in "off-road" areas not accessible by ordinary towing vehicles, or for over one-ton capacity trailers, campers, or vehicles-in-tow.
- If you have a rental vehicle, be sure to call the car rental agency before you call **1-800-Mastercard**, as many rental agencies have special procedures regarding emergency road service.

#### 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 and the District of Columbia. 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.

**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.

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

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

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

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

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

## Purchase Assurance

### Evidence of Coverage

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

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

#### A. To get coverage:

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

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

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

#### C. Coverage limitations:

- Coverage is limited to the lesser of the following:
- The actual cost of the item (excluding delivery and transportation costs).
- A maximum of \$10,000 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** 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:
  - Repair estimate for damaged item(s).
  - Photograph clearly showing damage, if applicable.
  - Receipt showing purchase of covered item(s).
  - Statement showing purchase of covered item(s).
  - Report from police listing any items stolen.
  - Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renter's, or auto insurance policy).
  - Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

## Legal Disclosure

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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.

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

**To file a claim or if any questions, call  
1-800-Mastercard: 1-800-627-8372,  
or en Español: 1-800-633-4466.  
Visit our Web site at [www.mastercard.com](http://www.mastercard.com).**

