CREDIT MASTERCARD® CARDHOLDER GUIDE TO BENEFITS

CASH BACK, REWARDS, AND NON-REWARDS CARDS



Mastercard[®] Cardholder Benefits

Important information. Please read and save.

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

To file a claim or for more information on any of these services, call the Mastercard Assistance Center at 1-800-MASTERCARD, or en Español: 1-800-624-8372.

"Card" refers to Credit Mastercard[®] Card and "Cardholder" refers to a Credit Mastercard Cardholder.

Credit Mastercard Guide to Benefits

Benefits that are always with you

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KEY TERMS

The following Key Terms apply to the following benefits: Extended Warranty and MasterRental Coverage. Throughout this document, You and Your refer to the **Cardholder** or **authorized user** of the covered Card. We, Us, and Our refer to New Hampshire Insurance Company, an AIG company.

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

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

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

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

Covered Card means the Credit Mastercard® Card.

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

Evidence of Coverage (EOC) means the document describing the terms, conditions, and exclusions. The **EOC**, Key Terms, and Final 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 Final Legal Disclosures are not a part of your coverage.

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

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

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

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

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

Account Information and Card Benefits:

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

ATM Locations:

Call **1-877-FINDATM (1-877-346-3286)** to find the location of a nearby ATM in the Mastercard ATM Network accepting Mastercard, Maestro^{*}, and Cirrus^{*} brands. Also, visit our web site at <u>www.mastercard.com</u> to use our ATM locator.

You can get cash at over two (2) million ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel.

You can also use free CEFCU ATMs to get cash advances up to a maximum of \$500 per day up to your available credit limit. Simply go to <u>www.cefcu.com/locations</u> to find a CEFCU ATM location.

EXTENDED WARRANTY

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

A. To get coverage:

- You must purchase the new item entirely with your **covered Card** and/or accumulated points from your **covered Card** for yourself or to give as a gift.
- The item must have an original manufacturer's (or U.S. store brand) warranty of twelve (12) months or less.

B. The kind of coverage you receive:

- Extended Warranty doubles the original manufacturer warranty up to a maximum of twelve (12) months on most items you purchase. For products with multiple warranty components, each warranty time period will be extended up to a maximum of twelve (12) months. An example of a product with multiple warranty components includes an appliance with original manufacturer's (or U.S. store brand) warranties that differ for parts, labor, compressor, etc.
- If you purchase a service contract or an optional extended warranty of twelve (12) months or less on your item, we will cover up to an additional twelve (12) months after both the original manufacturer's (or U.S. store brand) warranty and the purchased service contract or extended warranty coverage period end. If your service contract or extended warranty exceeds twelve (12) months, this coverage does not apply.
- If you do not have an additional service contract or an optional extended warranty, this Extended Warranty benefit commences the day after your original manufacturer's (or U.S. store brand) warranty expires.

C. Coverage limitations:

- The maximum benefit for repair or replacement shall not exceed the actual amount charged on your **covered Card** or \$10,000, whichever is less.
- If either the original manufacturer's (or U.S. store brand) warranty or the service contract covers more than twelve (12) months, this benefit will not apply.
- We or our **administrator** will decide if a covered failure will be repaired or replaced, or whether you will be reimbursed up to the amount paid for the item. Items will be replaced with those of like kind and quality. However, we cannot guarantee to match exact color, material, brand, size, or model.

D. What is NOT covered:

- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a manufacturer warranty (repair or replacement amount will not include market value at time of claim); recycled, previously owned, refurbished, rebuilt, or remanufactured items; product guarantees (e.g., glass breakage).
- Floor models that do not come with an original manufacturer warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Parts, if purchased separately, may be covered.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Professional Services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals). Application programs, operating software, and other software.
- All types of media with stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, film and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Indirect or direct damages resulting from a covered loss.
- Mechanical failure arising from product recalls.

- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband, illegal activity, or acts.
- Mechanical failures caused by normal wear and tear or gradual deterioration where no failure has occurred.
- Items purchased for resale, professional, or commercial use.
- Mechanical failures caused by lack of maintenance/service.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Physical damage to the item.
- Any exclusion listed in the original manufacturer's warranty.
- Interest or conversion fees that are charged to you on the **covered Card** by the financial institution.

E. How to file a claim:

- Call 1-800-MASTERCARD to request a claim form. You must report the claim within sixty (60) days of the failure or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days from the date of failure or the claim may not be honored:
- $\checkmark\,$ Completed and signed claim form.
- ✓ Receipt showing covered item(s).
- ✓ Statement showing covered item(s).
- ✓ Itemized purchase receipt(s).
- $\checkmark\,$ Original manufacturer's (or U.S. store brand) warranty.
- $\checkmark\,$ Service contract or optional extended warranty, if applicable.
- ✓ Itemized repair estimate from a factory authorized service provider.
- ✓ Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

PRICE PROTECTION

The Final Legal Disclosure is part of this agreement.

Key Terms:

Throughout this document, You and Your refer to the **Cardholder** or **authorized user** of the **covered Card**. We, Us, and Our refer to AIG WarrantyGuard, Inc.

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

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

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

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

Covered Card means the Credit Mastercard® Card.

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

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

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

B. The kind of coverage you receive:

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

- Items you purchase with your **covered Card** and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient including benefits provided by the retailer (including, but not limited to, refunds, exchanges, and store credits). Coverage is limited to only those amounts not covered by any other insurance or coverage, or retailer benefits (including, but not limited to, refunds, exchanges, and store credits).

C. Coverage limitations:

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

D. What is NOT covered:

- Any item purchased from an Internet site whose primary purpose is not the sale of the item or related items.
- Items purchased for resale, rental, professional, or commercial use.
- Jewelry, art, used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Customized/personalized, one-of-a-kind, or special-order items.
- Layaway items; items returned to any store.
- Any items purchased from an **auction**.
- Items for which the **printed advertisement** or **non-auction Internet advertisement** containing the lower price was published after sixty (60) days from the date you purchased the item.
- Items advertised or shown as price quotes, bids or final sale amounts from a non-auction Internet site.
- Items advertised in or as a result of "limited quantity," "going out-of-business sales," "close out", or as "discontinued".
- Printed advertisements or non-auction Internet advertisements that display pricing lower than your purchased item due to rebates, special offerings, bonuses, free items/giveaways, manufacturer's coupons, or special financing.
- Professional services, including workmanship, installation, professional advice/counseling, and technical support, or help line.
- Plants, shrubs, animals, pets, consumables, and perishables.

- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories.
- Land, any buildings (including, but not limited, to homes and dwellings), permanently installed items, fixtures, structures, or home improvement.
- Game animals, pets or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare or precious metals, stamps, and coins, currency or its equivalent.
- Differences in price due to sales tax, storage, shipping, handling, postage, transportation, and delivery.
- Differences in price due to foreign exchange rates or fluctuation in foreign exchange rates.

E. How to file a claim:

For a Printed Advertisement:

- Call 1-800-MASTERCARD to request a claim form. You must report the claim within sixty (60) days of the incident or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the advertisement's publication:
- ✓ Completed and signed claim form.
- ✓ A copy of the **printed advertisement** that shows the date of the advertisement, retailer name, the product (advertisement must verify same manufacturer and model number), and sale price.
- ✓ Receipt showing the item(s) was purchased.
- ✓ Statement showing item(s) purchased and use of accumulated points.
- ✓ Itemized purchase receipt(s).
- ✓ Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

For a Non-Auction Internet Advertisement:

- Call 1-800-MASTERCARD to request a claim form. You must report the claim within sixty (60) days of the incident or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the advertisement's publication:
- ✓ Completed and signed claim form.

- ✓ A copy of the non-auction advertisement that shows the date of the advertisement, website address, retailer name, the product (advertisement must verify same manufacturer and model number), sale price, and, if applicable, shipping, handling and other charges.
- ✓ Receipt showing the item(s) was purchased.
- ✓ Statement showing item(s) purchased.
- ✓ Itemized purchase receipt(s).
- ✓ Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

IDENTITY THEFT RESOLUTION SERVICES

Program Description:

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

Eligibility:

To be eligible for this coverage, you must be a valid Cardholder, whose name is embossed on an eligible **covered Credit Mastercard**^{*}, and who resides in the United States.

Access:

Simply contact **1-800-MASTERCARD** if you believe you have been a victim of Identity Theft.

Services Provided:

Services provided are on a 24-hour basis, 365 days a year. They include:

- Providing the Cardholder with a uniform Identity Theft Affidavit and providing assistance with completion of the Affidavit. It is the responsibility of the Cardholder to submit the Affidavit to the proper authorities, credit bureaus, and creditors.
- Notifying all three major credit reporting agencies to obtain a free credit report for the Cardholder and placing an alert on the Cardholder's record with the agencies.
- Assisting the Cardholder with debit, credit and/or charge Card replacement.
- Assisting Cardholder with membership/affinity Card replacement.
- Educating the Cardholder on how Identity Theft can occur and of protective measures to avoid further occurrences.
- Providing the Cardholder with the Identity Theft Resolution Kit.
- Providing the Cardholder with sample letters for use in canceling checks, ATM cards, and other accounts.

Identity Theft Alerts:

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

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

Charges:

No, your Financial Institution provides these to you at no extra cost.

Services are NOT provided when:

- When it is determined you have committed any dishonest, criminal, malicious, or fraudulent act.
- When your Financial Institution or Card issuer, which provides this service, has investigated the event and deemed you are responsible for the charge or event.
- When any theft or unauthorized use of an account by a person to whom the account has been entrusted has been committed.

Program provisions for Personal Identity Theft Services

This service applies only to you, the named **Credit Mastercard**^{*} Cardholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the program.

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

MASTERASSIST® TRAVEL ASSISTANCE SERVICES

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

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

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

MasterTrip[®] Travel Assistance

- Before you begin your trip, MasterTrip provides information on travel requirements including documentation (visas, passports), immunizations or currency exchange rates. The exchange rate provided may differ from the exact rate that issuers use for transactions on your Card. Information on exchange rates for items billed on your statement should be obtained from the financial institution that issued your Card. MasterTrip will also help you locate any lost or stolen travel materials, including luggage. This is not an insurance policy for lost/stolen luggage and we do not reimburse you for a permanent loss.
- If you have a travel emergency and need cash, MasterTrip can arrange to transfer up to \$5,000 from a family member, friend, or business account.
- This service does not provide maps or information regarding road conditions.

Travel Services Medical Assistance

- Provides a global referral network of general physicians, dentists, hospitals and pharmacies. We can also help you refill prescriptions with local pharmacists (subject to local laws).
- In the event of emergencies, a stateside physician or nurse can be contacted for consultation with the local medical staff and to monitor your condition. If you are hospitalized, we can arrange to have messages relayed home, transfer you to another facility if medically necessary, or have a family member or close friend brought to your bedside if you have been traveling alone (at Cardholder's expense). If a tragedy occurs, we'll assist in securing travel arrangements for you and your travel companion(s).

MasterLegal® Referral Service

- Provides you with English-speaking legal referrals or consults with appropriate embassies and consulates regarding your situation.
- Will assist in transfers up to \$5,000 in cash from a family member, friend or business to cover legal fees or to post bail. There is no charge for referral services; however, legal and bail fees are your responsibility.

MASTER ROADASSIST® ROADSIDE SERVICE

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

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

MASTERCARD GLOBAL SERVICE®

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

Call Mastercard Global Service immediately to report your Card lost or stolen and to cancel the account. 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 fifty (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:

Australia1-800-120-113
Austria 0800-21-8235
France0-800-90-1387
Germany 0800-819-1040
Hungary
Ireland1-800-55-7378
Italy 800-870-866
Mexico 001-800-307-7309
Netherlands
Poland 0-0800-111-1211
Portugal
Spain
United Kingdom 0800-96-4767
Virgin Islands 1-800-307-7309

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

MASTERRENTAL® COVERAGE

Evidence of Coverage

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

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

A. To Get Coverage:

- You must initiate and then pay for the entire **rental agreement** (tax, gasoline, and airport fees are not considered rental charges) with your **covered Card** and/or the accumulated points from your **covered Card** at the time the **vehicle** is returned. If a rental company promotion/discount of any kind is initially applied toward payment of the rental **vehicle**, at least one (1) full day of rental must be billed to your **covered Card**.
- You must decline the optional collision/damage waiver (or similar coverage) offered by the rental company.
- You must rent the **vehicle** in your own name and sign the **rental agreement**.

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

B. The kind of coverage you receive:

We will pay for the following on a secondary basis:

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

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

C. Coordination of Benefits:

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

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

If you or an **authorized driver's** primary auto insurance or other coverage has made payments for a covered loss, we will cover your deductible and any other eligible amounts, described 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, flat bed truck (including, but not limited to, Chevy Avalanche, GMC Envoy, and Cadillac Escalade EXT).
- Trailers, motorbikes, motorcycles, and any other **vehicle** having fewer than four (4) wheels.
- Antique vehicles (vehicles that are more than twenty (20) years old or have not been manufactured for at least ten (10) years), or limousines.
- Any rental vehicle that has a MSRP that exceeds \$50,000 USD.

F. Where you are covered:

Coverage is available worldwide except in the following countries: Republic of Ireland, Northern Ireland, Israel, Jamaica.

Coverage is not available in countries where:

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

G. Coverage limitations:

We will pay the lesser of the following:

- (a.) The actual repair amount;
- (b.) Wholesale market value less salvage and depreciation;
- (c.) The rental agencies purchase invoice less salvage and depreciation; or
- (d.) \$50,000 USD.

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

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

H. What is NOT covered:

- Any personal item stolen from the interior or exterior of rental vehicles.
- Vehicle keys or portable Global Positioning Systems (GPS).
- Vehicles not rented by the Cardholder or authorized user on the covered Card.
- Any person not designated in the **rental agreement** as an **authorized driver**.

- Any obligations you assume other than that what is specifically covered under 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 police and/or rental agency, as a result of negligence.
- Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.
- Subsequent damages resulting from a failure to protect the rental **vehicle** from further damage.
- Blowouts or tire/rim damage that is not caused by theft or vandalism or is not a result of a vehicle collision causing tire or rim damage.
- Rental **vehicles** where collision/damage waiver coverage (or similar coverage) was accepted/purchased by you.
- Any damage that is of an intentional or non-accidental nature, caused by you or an **authorized driver** of the rental **vehicle**.
- Depreciation, diminishment of value, administrative, storage, or other fees charged by the vehicle rental company.
- Vehicles with a rental agreement that exceeds or is intended to exceed a rental period of fifteen (15) consecutive days from a rental agency.
- · Losses resulting from any kind of illegal activity.
- Damage sustained on any surface, other than a bound surface such as concrete or tarmac.
- Damage sustained on any road not regularly maintained by a municipal, state, or federal entity.
- Losses as a result of war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Any loss involving the rental **vehicle** being used for hire, for commercial use, or as a public or livery conveyance.
- Theft of, or damage to, unlocked or unsecured vehicles.
- Value-added tax, or similar tax, unless reimbursement of such tax is required by law.
- Vehicles rented in Republic of Ireland, Northern Ireland, Israel, Jamaica.

I. How to file a claim:

- Call 1-800-MASTERCARD to request a claim form. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- You may choose to assign your benefits under this insurance program to the rental agency from which you rented your **vehicle**. Please contact us or our **administrator** for further details.
- Submit the following documentation within one hundred and eighty (180) days of the incident or the claim will not be honored:
- ✓ Completed and signed claim form.
- ✓ Receipt showing the **vehicle** rental.
- ✓ Statement showing the **vehicle** rental.
- ✓ The **rental agreement** (front and back).
- ✓ Copy of Your valid driver's license (front and back).
- ✓ Copy of the declarations page of any primary **vehicle** insurance and other valid insurance or coverage.
- ✓ Police report when the vehicle is stolen, vandalized (regardless of the damage), or involved in a collision that requires the vehicle; to be towed, in a multi-vehicle collision, or the vehicle is not drivable.
- ✓ Itemized repair estimate from a factory authorized collision repair facility.
- ✓ Copy of the **vehicle** rental company promotion/discount, if applicable.
- ✓ Copy of the **vehicle** rental location class specific fleet utilization log, if loss of use charges are being claimed. You must secure this log from the rental agency.
- ✓ Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

WORLDWIDE AUTOMATIC TRAVEL ACCIDENT, BAGGAGE DELAY, & TRIP CANCELLATION/ INTERRUPTION INSURANCE

Description of Coverage: Worldwide Automatic Travel Accident, Baggage Delay, & Trip Cancellation/ Interruption Insurance

THE PLAN: As a Credit Mastercard* Cardholder, of CEFCU, you, your spouse or domestic partner and unmarried dependent children will be automatically insured against accidental loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any licensed common carrier, provided the entire cost of the passenger fare(s), less redeemable certificates, vouchers or coupons, has been charged to your CEFCU Credit Mastercard account. If the entire cost of the passenger fare has been charged to your Credit Mastercard account prior to departure for the

airport, terminal or station, coverage is also provided for common carrier travel (including taxi, bus, train or airport limousine); immediately, a) preceding your departure, directly to the airport, terminal or station b) while at the airport, terminal or station, and c) immediately following your arrival at the airport, terminal or station of your destination. If the entire cost of the passenger fare has not been charged prior to your arrival at the airport, terminal or station, coverage begins at the time the entire cost of the travel passenger fare is charged to your Credit Mastercard* account. This coverage does not include **Commutation. Commutation** is defined as travel between the Insured Person's residence and regular place of employment. **Common Carrier** means any land, water or air conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire.

IMPORTANT DEFINITIONS: Accident or Accidental means a sudden, unforeseen and unexpected event happening by chance. Dependent Child(ren) means those children, including adopted children and children placed for adoption, who are primarily dependent upon the Insured Person for maintenance and support and who are: 1) under the age of twenty-five (25) and reside with the Insured Person; or 2) beyond the age of twenty-five (25), permanently mentally or physically challenged, and incapable of self support; or 3) under the age of twenty-five (25) and classified as a full-time student at an institution of higher learning. Domestic Partner means a person designated in writing by the primary insured person, who is at least eighteen (18) years of age, and who during the past twelve (12) months: 1) has been in a committed relationship with the primary insured person; and 2) has been the primary insured person's sole spousal equivalent; and 3) has resided in the same household as the primary insured person; and 4) been jointly responsible with the primary insured person for each other's financial obligation, and who intends to continue the relationship above indefinitely.

THE BENEFITS: The full Benefit Amount of \$50,000 is payable for accidental loss of life, two or more members, sight of both eyes, speech and hearing or any combination thereof. One half of the Benefit Amount is payable for accidental loss of: one member, sight of one eye, speech or hearing. "Member" means hand or foot. One quarter of the Benefit Amount is payable for the accidental loss of the thumb and index finger of the same hand. "Loss" means, with respect to a hand, complete severance through or above the knuckle joints of at least 4 fingers on the same hand; with respect to a foot, complete severance through or above the ankle joint. The Company will consider it a loss of hand or foot even if they are later reattached. "Benefit Amount" means the Loss amount applicable at the time the entire cost of the passenger fare is charged to a CEFCU Credit Mastercard account. The loss must occur within one year of the accident. The Company will pay the single largest applicable Benefit Amount. In no event will duplicate request forms or multiple charge cards obligate the Company in excess of the stated Benefit Amounts for any one loss sustained by any one individual insured as the result of any one accident. In the event of multiple accidental deaths per

account arising from any one accident, the Company's liability for all such losses will be subject to a maximum limit of insurance equal to three (3) times the Benefit Amount for loss of life. Benefits will be proportionately divided among the Insured Persons up to the maximum limit of insurance.

BAGGAGE DELAY: We will reimburse the Insured Person up to the Daily Benefit Amount of \$100 per day for three (3) days in the event of a Baggage Delay. Our payment is limited to expenses incurred for the emergency purchase of essential items needed by the Insured Person while on a covered trip and at a destination other than the Insured Person's primary residence. Essential items not covered by Baggage Delay include, but are not limited to: 1) contact lenses, eyeglasses or hearing aids; 2) artificial teeth, dental bridges or prosthetic devices; 3) tickets, documents, money, securities, checks, travelers checks and valuable papers; or 4) business samples. The Baggage Delay Benefit Amount is excess over any other insurance (including homeowners) or indemnity (including any reimbursements by the airline, cruise line, railroad, station authority, occupancy provider) available to the Insured Person. Baggage Delay means a delay or misdirection of the Insured Person's Baggage by a Common Carrier for more than four (4) hours from the time the Insured Person arrives at the destination on the Insured Person's ticket.

FINANCIAL SERVICES TRIP CANCELLATION/ INTERRUPTION: In the event of the Insured Person's Trip Cancellation or Trip Interruption, we will pay up to the Trip Cancellation/Trip Interruption Benefit Amount of \$1,500. Our payment will not exceed either: 1) the actual Non-Refundable amount paid by the Insured Person for a Common Carrier passenger fare(s); or 2) \$1,500. The Insured Person will relinquish to us any unused vouchers, tickets, coupons or travel privileges for which we have reimbursed the Insured Person. The Trip Cancellation or Trip Interruption of the Insured Person must be caused by or result from: 1) death, Accidental injury, disease or physical illness of the Insured Person or an Immediate Family Member of the Insured Person; or 2) default of the Common Carrier resulting from Financial Insolvency. The death, Accidental injury, disease or physical illness must be verified by a Physician and must prevent the Insured Person from traveling on a Covered Trip. With respect to Financial Services Common Carrier Trip Cancellation/Trip Interruption only, this insurance does not apply to loss caused by or resulting from: 1) a Pre-Existing Condition; or 2) Accidental Bodily Injuries arising from participation in interscholastic or professional sports events, racing or speed contests, or uncertified scuba diving; or 3) cosmetic surgery, unless such cosmetic surgery is rendered necessary as a result of a loss covered under this policy; or 4) the Insured or an Immediate Family Member being under the influence of drugs (except those prescribed and used as directed by a Physician) or alcohol; or 5) the Insured or an Immediate Family Member: a) traveling against the advice of a Physician; or b) traveling while on a waiting list for specified medical treatment; or c) traveling for the purpose of obtaining medical treatment; or d) traveling in the third trimester (seventh month or after) of pregnancy. Covered Trip means travel on a Common Carrier

when the entire cost of the passenger fare for such transportation, less redeemable certificates, vouchers or coupons, has been charged to an Insured Person's Account issued by the Policyholder. Covered Trip also means travel on a Common Carrier when free flights have been awarded from frequent flier or points programs provided that all of the miles or points were accumulated from charges on that Card. Financial Insolvency means the inability of the entity to provide travel services because it has ceased operations either following the filing of a petition for bankruptcy, whether voluntary or involuntary, or because it has ceased operations as a result of a denial of credit or the inability to meet financial obligations. Non-refundable means amount of money paid by or on behalf of the Insured Person for a Covered Trip which will be forfeited under the terms of the agreement made with the Common Carrier for unused travel arrangements and for which a travel agent or travel supplier will not provide any other form of compensation. Immediate Family Member means the Insured Person's: 1) Spouse or Domestic Partner; 2) children, including adopted children or stepchildren; 3) legal guardians or wards; 4) siblings or siblings-in-law; 5) parents or parents-in-law; 6) grandparents or grandchildren; 7) aunts or uncles; 8) nieces and nephews. Immediate Family Member also means a Spouse's or Domestic Partner's children, including adopted children or stepchildren; legal guardians or wards; siblings or siblings-inlaw; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews. Pre-Existing Condition means Accidental injury, disease or illness of the Insured Person or Immediate Family Member of the Insured Person which occurs or manifests itself during the sixty (60) day period immediately prior to the purchase date of a Common Carrier passenger fare(s). Disease or illness has manifested itself when: 1) medical care or treatment has been given; or 2) there exists symptoms which would cause a reasonably prudent person to seek medical diagnosis, care or treatment. The taking of prescription drugs or medication for a controlled condition throughout this sixty (60) day period will not be considered to be a manifestation of illness or disease. Trip Cancellation means the cancellation of Common Carrier travel arrangements when the Insured Person is prevented from traveling on a Covered Trip on or before the Covered Trip departure. Trip Interruption means the Insured Person's Covered Trip is interrupted either on the way to the point of departure or after the Covered Trip departure. With respect to Financial Services Common Carrier Trip Cancellation/Trip Interruption only, the Disease or Illness Exclusion # 1 below does not apply.

ELIGIBILITY: This travel insurance plan is provided to Credit Mastercard[®] Cardholders, of CEFCU, automatically when the entire cost of the passenger fare(s) are charged to a Credit Mastercard account while the insurance is effective. It is not necessary for you to notify CEFCU, the administrator or the Company when tickets are purchased.

THE COST: This travel insurance plan is provided at no additional cost to eligible Credit Mastercard Cardholders of CEFCU. CEFCU pays the premium for this insurance.

BENEFICIARY: The Loss of Life benefit will be paid to the beneficiary designated by the insured. If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order: a) the Insured's spouse, b) the Insured's children, c) the Insured's parents, d) the Insured's brothers and sisters, e) the Insured's estate. All other indemnities will be paid to the Insured.

EXCLUSIONS: This insurance does not cover loss resulting from: 1) an Insured's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection (except bacterial infection caused by an accident or from accidental consumption of a substance contaminated by bacteria), or bodily malfunctions; 2) suicide, attempted suicide or intentionally self inflicted injuries; 3) declared or undeclared war, but war does not include acts of terrorism. This insurance also does not apply to an accident occurring while an Insured is acting or training as a pilot or crew member, but this exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency.

CLAIM NOTICE: Written claim notice must be given to the Company within twenty (20) days after the occurrence of any loss covered by this policy or as soon as reasonably possible. Failure to give notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible. CLAIM FORMS: When the Company receives notice of a claim, the Company will send you forms for giving proof of loss to us within fifteen (15) days. If you do not receive the forms, you should send the Company a written description of the loss. CLAIM PROOF OF LOSS: Complete proof of loss must be given to us within ninety (90) days after the date of loss, or as soon as reasonably possible. Failure to give complete proof of loss within these time frames will not invalidate any otherwise valid claim if notice is given as soon as reasonably possible and in no event later than one (1) year after the deadline to submit complete proof of loss. CLAIM PAYMENT: For all benefits, the Company will pay you or your beneficiary the applicable benefit amount within sixty (60) days after complete proof of loss is received and if you, the Policyholder and/or the beneficiary have complied with all the terms of this policy.

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

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

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is simply an informative statement of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of Insurance are contained in the master policy on file with the Policyholder: Financial Customer Insurance Trust. If this plan does not conform to your state statutes, it will be amended to comply with such laws. If a statement in this description of coverage and any provision in the policy differ, the policy will govern.

Answers to specific questions can be obtained by writing the Plan Administrator:

The Direct Marketing Group 12140 Roberts Road LaVista, NE 68164

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



15 Mountain View Road, P.O. Box 1615 Warren, NJ 07061-1615

FS634L

AIRPORT CONCIERGE

Mastercard* Airport Concierge powered by Global Airport Concierge provides enhanced travel benefits for Credit Mastercard cardholders worldwide. Whether you want to be met at the plane door and fast-tracked through customs, need assistance with baggage on departure, want help going through security (where available) or need to arrange for ground transportation upon arrival — these services and more are available 24/7 at over 450 airports throughout the U.S. and internationally. An authorized meet and greet agent can assist Credit Mastercard cardholders every step of the way, making the overall travel experience seamless and stress free.

Mastercard cardholders can also enjoy an exclusive 15% savings when booking Meet & Greet services worldwide. Services are available by booking online at www.mastercardconcierge.globalairportconcierge.com. If you have problems using the online booking form or are looking for a service very close to your date of travel, contact the airport concierge customer service are for assistance, at 1-866-662-4952, or by email at mastercard@globalairportconcierge.com.

Additional terms, exclusions and conditions apply, visit: <u>www.mastercard.com/airportconciergeterms</u>. By registering for and using the service, you acknowledge you are consenting to the Terms of Use as outlined online and in the enrollment area.

MASTERCARD PRICELESS CITIES®

The Mastercard Priceless Cities program allows registered cardholders to book amazing shopping, dining, concert, sporting, and other priceless experiences that are exclusively available only to Credit Mastercard cardholders.

The program is a benefit for Credit Mastercard cardholders, and administered entirely by Mastercard. Benefits of the Site include one of a kind offers and experiences. Offers are available for a limited time, and quantities are limited. Email reminders can be set to keep you up to date on the newest offers and experiences. For the purposes of this Program, the following conditions apply to your use of the Site: (i) your World Elite Credit Mastercard Card or your Credit Mastercard Card is in good standing; (ii) you must be at least 18 years of age or 21 in Puerto Rico; and (iii) all authorization, settlement and clearance ("Switching") is completed through the Mastercard Global Clearance and Processing System. If you have any questions or issues about the program, please contact Mastercard Customer Service at:

Mastercard Worldwide 2000 Purchase Street Purchase, NY 10577 USA Phone: (1-888-909-2285)

Certain terms, conditions, and exclusions apply. You can learn more and get full program details at <u>www.priceless.com</u>. By registering for the service, you are consenting to the Terms of Use as outlined online.

FUEL REWARDS NETWORK™

The Fuel Rewards Network (FRN Program) is a free loyalty program that helps you save money on fuel. Earned Fuel Rewards can be redeemed at the pump, at participating Shell or other fuel stations. You can earn fuel rewards in many ways including but not limited to the following:

- Purchasing qualified products at participating FRN Program retail locations, including grocery, dining out, and more.
- Purchasing qualified products or services and entering an FRN Rewards Code obtained through the purchase of such qualified products on the FRN Site.
- Purchasing qualified products and services at participating Shell stations through the Shell* Fuel Rewards* program.
- Purchases at participating online merchants accessed through the Online Mall, by selecting an eCoupon and purchasing items at participating retailers using the eCoupon, and by making purchases at restaurants, bars and clubs participating in Dining.
- Making certain purchases at participating FRN locations using a Credit Mastercard International Incorporated ("Mastercard") credit Card that you have linked to your FRN account.
- Through participation in certain sweepstakes, contests or promotions or taking certain actions.

You can enroll in the Fuel Rewards Network at <u>www.fuelrewards.com</u>. The FRN Program entitles you to earn Rewards only from participants in the United States. Specific offers, terms and conditions and expiration details for how to earn Rewards are described at <u>www.fuelrewards.com</u> or in materials provided or sent to you in connection with a promotion or offer. We are not responsible if an Issuing Participant delays or fails to make such an authorization or for any other delay in recording Rewards in your Account.

By enrolling in the FRN Program and using the FRN Site and/or Excentus' services through the FRN Site, you agree that you have read and understand the Terms and Conditions as detailed at <u>www.fuelrewards.com</u>. For questions or support, contact the network at **1-888-603-0473** (7 a.m.-7 p.m. (CT) every day), or email <u>support@fuelrewards.com</u>.

ACCOUNT AND BILLING INFORMATION

Important: Contact CEFCU directly at 1.800.633.7077 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.

FINAL LEGAL DISCLOSURE

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

Benefits are purchased and provided free to you, but non-insurance services may have associated costs, which will be your responsibility (for example, Airport Concierge may have a fee; 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 April 1, 2023, this Guide to Benefits replaces all prior disclosures, programs and services descriptions, advertising, and brochures provided by Mastercard and/or your financial institution. Mastercard and/or your financial institution may modify the terms, conditions, benefits and features of the programs and services contained in this Guide to Benefits at any time, and if we do, we will mail you a new Guide to Benefits at or Amendment to Guide to Benefits or a notice of amendment as a statement insert or statement message at least fifteen (15) days in advance. Mastercard and/or your financial institution may cancel or non-renew any programs or services contained in this Guide to Benefits at any time, and if we do, we will notify you at least thirty (30) days in advance. Notice by mail to you is effective upon deposit in the U.S. mail, first class postage prepaid and addressed to you at the last address shown on your account records.

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 nonrenewal, 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 fact 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 ofindividual 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 arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

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

Due Diligence: All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property insured under these programs.

"Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

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

Salvage: If an item is not repairable, the claim administrator may request that the Cardholder or gift recipient send the item to the administrator for salvage at the Cardholder's or gift recipient's expense. Failure to remit the requested item for salvage to the claim administrator may result in denial of the claim. Other Insurance: Coverage is secondary to and in excess of any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

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

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

Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. **Receipt**

and/or possession of this Guide to Benefits does not guarantee coverage or coverage availability.

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

To file a claim, call 1-800-MASTERCARD, or en Español: 1-800-633-4466. Visit our Web site at <u>www.mastercard.com</u>.



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