

Mastercard® Guide to Benefits

for Credit Cardholders



River Valley Credit Union Small Business Benefits Bundle

Important information. Please read and save.

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

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

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

Key Terms

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

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

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

Covered Card means the Mastercard card.

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

Eligible Account means a U.S. issued credit card account that is enrolled in and eligible for coverage under the Group Policy.

Eligible Cellular Wireless Telephones are the cellular telephones associated with the primary line and up to the first two secondary, additional or supplemental lines on the eligible person's cellular provider's monthly billing statement for the billing cycle preceding the month in which the theft or damage occurred.

Eligible Expense(s) means reasonable and necessary attorney fees or court costs associated in removing any civil suit wrongfully brought against you as a result of identity fraud or any suit brought against you by a creditor or collection agency or other entity for non-payment of goods and/or services as a result of identity fraud, actual U.S. wages lost due to time off relating to efforts in resolving your identity fraud issues, loan applications fees, notarizing affidavits or other similar document cost, long distance telephone cost, and postage cost you may have incurred as a direct result of identity fraud.

Eligible Person (Identity Fraud Expense Reimbursement) means the holder of an Eligible Account who is a U.S. citizen or a legal resident of the U.S., and his or her spouse and children up to age 18 (25 if a full-time student enrolled in an accredited institution).

Eligible Person (Cellular Wireless Telephone Protection Coverage) means a person to whom an eligible account is issued from a Participating Organization who charges the monthly bill for an eligible cellular wireless telephone to an eligible account. No person or entity other than the eligible person(s) described shall have any legal or equitable right, remedy or claim for the insurance proceeds arising out of this coverage.

Evidence of Coverage (EOC) means the 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 Identity Theft Insurance Policy, Policy No. 84161535-02, entered between New Hampshire Insurance Company, an AIG Company, and Mastercard Insurance Master Trust, effective as of April 1, 2017, which is the subject of this Guide to Benefits.

Identity Fraud means the use of your name, address, Social Security number (SSN), bank, or credit card account number, or other identifying information without your knowledge to commit fraud or deception.

Loss means the eligible expenses related to your identity fraud.

Mysteriously Disappear means the vanishing of an item in an unexplained manner where there is absence of evidence of a wrongful act by a person or persons.

Stolen means items that are taken by force and/or under duress or a loss which involves the disappearance of eligible cellular wireless telephone from a known place under circumstances that would indicate the probability of theft and for which a police report was filed within forty-eight hours of the theft.

Stolen Identity Event means the theft, unauthorized, or illegal use of an Eligible Person's name, account or account number, social security number, or any other method of identifying the Eligible Person.

Identity Fraud Expense Reimbursement

Evidence of Coverage

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

A. The kind of coverage you receive:

We will reimburse you for covered expenses incurred as a result of a **Stolen Identity Event**. Covered expenses include the following:

- Costs for re-filing applications for loans, grants, or other credit or debt instruments that are rejected solely because the lender received, from any source, incorrect information as a result of a Stolen Identity Event.
- Costs for notarizing affidavits or other similar documents, long-distance telephone calls, and postage reasonably incurred as a result of reporting a Stolen Identity Event or amending or rectifying records as to your true name or identity as a result of a Stolen Identity Event.
- Costs incurred for a maximum of four (4) credit reports requested after the discovery of a Stolen Identity Event.
- Costs for contesting the accuracy or completeness of any information contained in a credit report following a Stolen Identity Event.
- Actual lost wages for time taken from work solely as a result of your efforts to amend or rectify records as to your true name or identity because of a Stolen Identity Event. Actual lost wages include remuneration for vacation days, discretionary days, floating holidays, and personal days.

Actual lost wages do not include remuneration for sick days or any cost for time taken from self-employment.

- Reasonable fees for an attorney appointed by us and related court fees incurred with our consent for any legal action brought against you by a creditor or collection agency for the nonpayment of goods or services or the default on a loan as a result of a Stolen Identity Event.
- Reasonable fees for an attorney appointed by us and related court fees incurred with our consent for removing any civil judgment wrongfully entered against you as a result of the Stolen Identity Event.

B. Where you're covered:

Coverage applies only to covered expenses incurred in the United States, its territories and possessions, Puerto Rico or Canada.

C. What is NOT covered:

- Any intentional, dishonest, criminal, malicious or fraudulent acts, if you personally participated in, directed, or had knowledge of such acts, Stolen Identity Event, or unauthorized use of the Eligible Account.
- Any theft or unauthorized use of your **Eligible Account** by a person who is not an **Eligible Person** to whom you entrusted the Eligible Account.
- Your failure to comply with the terms and conditions of the Eligible Account.
- Your failure to take reasonable actions to mitigate possible losses.
- Damages or losses arising from the theft or unauthorized or illegal use of your business name, d/b/a/ or any other method of identifying your business activity.
- Damages or losses arising out of any business pursuits, loss of profits, business interruption, loss of business information, or other pecuniary loss.
- Any lost wages due to sickness or emotional breakdown.
- Damages or losses of any type for which the financial institution is legally liable.
- Damages or losses of any type resulting from fraudulent charges or withdrawal of cash from a debit or credit card.
- Damages or loss of any type resulting from fraudulent withdrawals from financial accounts.
- Indirect or direct damages or losses of any nature.
- Any incident involving a loss or potential loss not notified to the relevant police authority within seventy-two (72) hours from the date you had knowledge of the loss.
- Any costs due to delay in providing services, or damages resulting from any delay in services.
- Losses that were incurred or commenced prior to this coverage being provided to you.
- Fees or costs associated with the use of any investigative agencies or private investigations.
- Any loss that is not a direct result of a Stolen Identity Event.
- Theft or damage of traveler's checks, tickets of any kind, negotiable instruments, cash or its equivalent, passports, or any documents.

- Authorized charges that you have disputed based on the quality of goods or services.
- Authorized account transactions or trades that you have disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions.

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.

D. How to file a claim:

- Contact 1-800-Mastercard to open a claim and follow our instructions. You must notify us or the Administrator of the Stolen Identity Event no later than sixty (60) days from the date of discovery and provide us with detailed information about the loss, including how, when, and where the Stolen Identity Event occurred, and a description of the property, if applicable. We may also require any other reasonable information or documents regarding the loss, including receipts.
- You must also do the following to be eligible for coverage under the Group Policy:
 - o Promptly file a police report if you reasonably believe that a law may have been broken.
 - o Promptly notify the appropriate governmental or business entities as instructed by us.
 - o Take all reasonable steps to mitigate possible losses regarding the Stolen Identity Event, including the cancellation of effected Eligible Accounts and requesting a waiver of any applicable fees.
 - o Cooperate with us and help us to enforce any legal rights that you may have against anyone who may be liable to you as a result of the Stolen Identity Event.
 - o Send us a signed, sworn proof of loss, or an affidavit containing requested information to investigate the loss, within 180 days after we request such information. We will supply you with necessary forms.
 - o Permit us to question you under oath at such times as may be reasonably required about any matter relating to your loss or this coverage, including inspection of your books and records, and provide us with signed answers.
 - o Cooperate with us in the investigation of any loss; authorize us to obtain necessary records and other information; immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the loss; and attend depositions, hearings and trials, secure and give evidence, and obtain the attendance of witnesses with regard to any legal matter.
- If you seek reimbursement for actual lost wages, you must provide sufficient proof of the lost wages, the activity that necessitates the lost wages, and any other reasonable

information or documentation regarding your lost wages that we may request.

- If you admit any liability with respect to a Stolen Identity Event, it shall be at your own expense.
- All benefits payable will be paid to the Eligible Person or in the case of death, to the Eligible Person's estate.

Cellular Wireless Telephone Protection Coverage

Cellular Wireless Telephone Protection Coverage
\$600/\$1,000/\$50

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 charge your monthly cellular telephone bill with your **covered card**. You are eligible for coverage the first day of the calendar month following the payment of your cellular telephone bill with your covered card.

B. The kind of coverage you receive:

- Reimbursement for damage or theft of **eligible cellular wireless telephone**.
- Coverage begins the first day of the calendar month following the payment of your monthly cellular telephone bill.
- Coverage ends the first day of the calendar month following nonpayment of your monthly cellular telephone bill.
- Coverage is excess of any other applicable insurance or indemnity the **eligible person** may have.

C. Coverage limitations:

Coverage is limited to damage or theft up to \$600 per claim subject to the terms, conditions, exclusions, and limits of liability of this benefit as well as the fifty dollar (\$50) deductible. The maximum liability is \$600 per claim occurrence, and \$1,000 per twelve (12) month period.

D. What is NOT covered:

The following items are excluded from coverage under this Policy:

- Cellular wireless telephone accessories other than the standard battery and/or standard antenna provided by the manufacturer.
- Cellular wireless telephones purchased for resale or for professional or commercial use.
- Eligible cellular wireless telephones that are lost or "**mysteriously disappear**".
- Cellular wireless telephones under the care and control of a common carrier, including, but not limited to, the U.S. Postal Service, airplanes or delivery service.
- Cellular wireless telephones stolen from baggage unless hand-carried and under the eligible person's supervision or under the supervision of the eligible person's traveling companion who is previously known to the eligible person.
- Cellular wireless telephones stolen from a construction site.
- Cellular wireless telephones that are not received as a part of a recurring monthly plan from a cellular provider.

- Cosmetic damage to the eligible cellular wireless telephone or damage that does not impact the eligible cellular wireless telephone's ability to make or receive phone calls.
- Damage or theft resulting from abuse, intentional acts, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion or insurrection), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects or vermin.
- Damage or theft resulting from mis-delivery or voluntary parting from the eligible cellular wireless telephone.
- Replacement cellular wireless telephone(s) purchased from other than a cellular service provider's retail or internet store; or Taxes, delivery or transportation charges or any fees associated with the service provided.

E. How to file a claim:

- Call **1-800-Mastercard** or go to **www.mycardbenefits.com** to initiate a claim. You must report the claim within ninety (90) days of the incident or the claim may not be honored.
- Submit the following documentation within one hundred and twenty (120) days of the date you report the claim or the claims may not be honored:
 - Eligible person's card statement reflecting the monthly eligible cellular wireless telephone payments for the month preceding the date the eligible cellular wireless telephone was **stolen** or suffered damage.
 - A copy of the eligible person's current wireless service provider's billing statement.
 - A copy of the original eligible cellular wireless telephone purchase receipt or other sufficient proof of the eligible cellular wireless telephone model currently linked to the eligible person's eligible cellular wireless telephone account.
 - A copy of the insurance claim to the eligible person's cellular telephone insurance, or in the event that the claim amount is less than the eligible person's deductible, a copy of the policy's declarations page.
- If a claim is due to damage, a copy of the repair estimate and photos of the damage.
- If the claim is due to theft, a copy of the police report filed within forty-eight (48) hours of the theft

Mastercard Easy Savings® Program

If you already receive all the automatic rebates in the Program and/or have already registered in the Program, the terms and conditions of this tier of the Program are outlined below:

Cardholder Terms & Conditions for Mastercard Easy Savings® Program - U.S. Small Business and Mastercard Easy Savings® Program - U.S. Commercial

Mastercard International Incorporated ("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 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 issuing bank.

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 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, the words "you" and "your" mean the person® or entity to whom a Card, as defined below, has been issued and any person or entity that you allow to use a Card, and the words "we," "us" and "our" mean Mastercard. "Program Web Site" means www.easysavings.com for the Mastercard Easy Savings® Program - U.S. Small Business or www.easysavings.com/commercial for the Mastercard Easy Savings® Program - U.S. Commercial (or such other web sites as we may establish for the Program).

Participation: For Mastercard Easy Savings® Program - U.S. Small Business only: If you have been notified by the issuer that issued 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. You may also go to www.easysavings.com and register to receive program updates, and see your and/or your employees' card rebates at that site. Otherwise, you may enroll in the Program, with an eligible Small Business Card, on the Program Web Site. For Mastercard Easy Savings® Program - U.S. Commercial only: If you have been notified by the issuer that issued 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 ("Cards"). You must be enrolled in the Program prior to using a Card at a Merchant, as defined below, or to receive the rebate benefits of the Program.

If you access the Program Web Site or use the Program, you also accept the Terms and Conditions as posted on the Program Web Site and as posted at:

For Mastercard Easy Savings® Program - U.S. Small Business: http://www.mastercard.com/easysavings/common/en_US/termsconditions.html, as may be amended from time to time.

For Mastercard Easy Savings® Program - U.S. Commercial: http://www.mastercard.com/easysavings/common/en_MM/termsconditions.html, as may be amended from time to time.

If you request a user ID to access rebate information on the Program Web Site, we may need to validate your Card in order to ensure that you can receive applicable rebates and as part of this validation an authorization hold of \$1 may appear on your account information. Once the validation is confirmed, usually within 2-7 days, this authorization hold will be removed from your account.

Your Data: You agree to the terms of the Program's privacy notice as posted at <https://www.mastercard.com/us/business/en/common/privacypolicy.html>, as may be amended from time to time. You acknowledge and agree that your issuing bank 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 e-mails 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 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 issuing bank and the Program Web Site for any details on any Offer terms and conditions. Offers may be redeemed only at participating Merchant locations. See the Program Web Site for the latest information on available Offers. Certain issuers 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 Web Site, and/or the Offer details below for the latest information on available offers.

Offer Acceptance: When you purchase goods or services using a 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 Card account or the rebate may be in another form, as determined by the Issuer. If a rebate is credited to your 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 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: Our role under the Program is limited to processing information regarding Offers on behalf of Merchants and the issuing banks. We are 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 issuing banks or Merchants. We provide the Program on an "AS IS" basis, and we disclaim any and all warranties, including without limitation, any warranties of merchantability or fitness for a particular purpose, except as required by applicable law. We are not liable to you for any damages that you suffer in connection with your participation in the Program, unless the damage results directly from our failure to perform the express obligations under these Terms and Conditions. We and our affiliates, our 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, we are 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 our responsibility or the responsibility of any Merchant or the issuing bank. Merchants or the issuing bank may report information regarding the Program and your participation in it to tax authorities. Merchants and the issuing bank may not vary these Terms and Conditions as applied to the relationship between you and us and may not make any commitments that are binding on us.

Program Information: By enrolling or being enrolled in the Program, you agree to receive Program information via e-mail and to advise us of any change in your e-mail address by providing updated information via the Program Web Site. Please note that we will use information regarding purchase transactions initiated with your enrolled Card(s) to provide you with reports via the Program Web Site as well as for other purposes as determined by Mastercard.

Termination: You may terminate your participation in the Program at any time by notifying your issuing bank. 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 our discretion. We or your issuing bank may terminate your participation in the Program at any time, without notice unless required by law. We reserve 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: We can add to, delete from, or change (each, a "change") the terms of these Terms and Conditions and/or the Program at any time. We will notify you of changes by posting the revised terms and conditions on the Program Web Site.

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

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

Additional Terms: Your issuing bank 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 issuing bank.

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 WE HEREBY WAIVE ANY RIGHT TO A JURY TRIAL. You may not assign your rights under these Terms and Conditions. We may assign our 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 us of our rights under these Terms and Conditions is binding only if in a writing signed by us. The use of your issuing bank and Merchant names and logos in the Program is by permission only.

Mastercard Easy Savings® Program U.S. Small Business

- Participating Merchants Offer Details: Restrictions, conditions, and limitations apply. Visit the Merchant detail pages at 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 for more details.

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Boingo Wi-Fi

Eligibility:

Boingo Wi-Fi is being provided at no additional cost to eligible **cardholders**. Eligible cardholders will need to register by creating a Boingo account. Under selective circumstances, the Boingo Wi-Fi for Mastercard benefit may be made available to certain eligible non-Mastercard cardholders of Mastercard card issuers.

The Wi-Fi network service is provided by Boingo:

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

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

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

customer agreement, end user license agreement and other applicable legal terms and conditions before you enroll for a Boingo Wi-Fi for Mastercard Cardholders plan.

Limit of 4 Devices:

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

Changes to Boingo's Services & Hotspots:

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

Enrollment:

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

Do you have an existing Boingo plan?

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

Termination and Cancellation:

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

Account and Billing Information

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

Legal Disclosure

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

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

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

Effective date of benefits: 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 anytime. Notice will be provided for any changes.

Cancellation: The Policyholder may cancel these benefits at any time or choose not to renew the insurance coverage for all **Eligible Accounts**. If the Policyholder cancels 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 given prior written notice as set forth in the Group Policy. 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 Eligible Accounts issued by U.S. financial institutions. No person or entity other than an **Eligible Person** shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your Eligible Account is suspended or cancelled, subject to the terms and conditions of coverage.

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

Transfer of rights or benefits: The insurance provided hereunder is not assignable.

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, we are entitled to recover such amounts from other parties or persons. Any party or Eligible Person who receives payment under these benefits must transfer to the insurance company his or her rights to recovery against any other party or person for the portion of the claim paid by us and must do everything necessary to secure these rights and must not do anything that would jeopardize them.

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.

Other Limitations: 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.

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

