

# Mastercard® Guide to Benefits

for World Mastercard  
Credit Cardholders



## First Hawaiian Bank World Mastercard

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

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

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

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

## Key Terms

Throughout this document, you and your refer to a **Cardholder**. We, us, and our refer to New Hampshire Insurance Company, an AIG Company, New York, NY.

**Account Holder** means a person to whom an **Eligible Account** is issued and who holds the **Eligible Account** under his or her name.

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

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

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

**Authorized User** means an individual who is recorded as an **Authorized User** of an **Eligible Account** by the **Account Holder** and who is authorized by the **Account Holder** to make payments to the **Eligible Account**.

**Authorized User (MasterAssist, Lost or Damaged Luggage, MasterRental Coverage, Purchase Assurance)** means an individual who is authorized to make purchases on the covered card by the cardholder and is recorded by the Participating Organization on its records as being an **authorized user**.

**Cardholder** means the **Account Holder** or **Authorized User** of an **Eligible Account** in good standing who is a U.S. citizen or a legal resident of the U.S. or a U.S. territory, including the District of Columbia, American Samoa, Puerto Rico, Guam, the U.S. Virgin Islands, and the Northern Mariana Islands.

**Cardholder (MasterAssist, Lost or Damaged Luggage, MasterRental Coverage, Purchase Assurance)** means the person who has been issued an account by the Participating Organization for the **covered card**.

**Carry-on Luggage** means suitcases or other containers specifically designated for carrying personal property, which are carried on board a **common carrier** by you.

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

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

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

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

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

**Eligible Account** means the account associated with a U.S. issued credit card, debit card, checking account, line of credit, certificate of deposit, or other account that is eligible for coverage under the **Group Policy**.

**Eligible Person** means a **Cardholder** and his or her spouse and children up to age 18 (or up to age 26 if a full-time student enrolled in an accredited institution).

**Evidence of Coverage (EOC)** means the summary of benefits set forth below which describe the terms, conditions, limitations and exclusions of the coverage provided to you at no additional charge under the **Group Policy**. Representations or promises made by anyone that are not contained in the **Group Policy** are not a part of your coverage. In the event the **EOC**, Key Terms, or Legal Disclosures of this Guide to Benefits conflict with the provisions of the **Group Policy**, the terms of the **Group Policy** govern your coverage.

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

**Group Policy (Extended Warranty, Identity Fraud Expense Reimbursement)** means the Insurance Policy entered between New Hampshire Insurance Company, an AIG Company, and Mastercard Insurance Master Trust, which is the subject of this Guide to Benefits.

**Lost** means luggage (including personal property contained within) that is missing for 10 consecutive days and whose whereabouts are unknown to you or the **common carrier**.

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

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

**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.

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

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

**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.

## World Mastercard Merchant Offers

### Program Description:

Enjoy exclusive offers with popular brands that provide experiential, travel, and everyday value.

### Eligibility:

To be eligible for these offers, you must be a cardholder who holds a World Mastercard Credit Card issued by a U.S. financial institution.

### How to Use the Offers:

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

### Terms & Conditions:

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

## Mastercard ID Theft Protection™

### Program Description:

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

### Eligibility:

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

### Service Provider:

ID Theft Protection is provided by Generali Global Assistance, Inc. More information about this service provider is available at: <https://mastercardus.idprotectiononline.com/>.

### Access:

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

### Charges:

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

### Program Provisions for Mastercard ID Theft Protection:

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

The terms and conditions contained in this Guide to Benefits

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

### ID Theft Protection Services Provided:

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

##### Personally Identifiable Information (PII)

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

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

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

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

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

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

##### Credit Information

**Single Bureau Credit Monitoring** monitors a Consumer's TransUnion credit file for changes that could indicate fraud such as new credit inquiries, an address change or new credit account(s) opened in their name. In order to use this service, Consumers must provide some personal information, such as name, address, date of birth, and SSN, and undergo either digital verification via text or knowledge-based authentication. ID Theft Protection sends alert notification

emails, such as change of address alerts, anytime potentially unauthorized inquiries or suspicious activities on Consumer's credit file are detected so they can take immediate action to minimize damage.

### **Additional Information**

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

## **2. RECEIVE ALERTS OF SUSPICIOUS ACTIVITY**

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

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

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

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

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

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

## **Mastercard Travel & Lifestyle Services**

As a World Mastercard® cardholder, you have access to Mastercard® Travel & Lifestyle Services, a suite of benefits, amenities and upgrades, preferential treatment and

premium travel offers from best-in-class travel companies across hotels, air travel, tours, cruises, car rentals and more\*. Get the most from all your travels whether you are planning a last-minute getaway or your dream family vacation. As a Mastercard® cardholder, you have access to a lifestyle manager that will help you plan your vacation - complimentary, at your convenience, 24 hours a day, 7 days a week. Plus, take advantage of the Mastercard Lowest Hotel Rate Guarantee\*\* and Mastercard Hotel Stay Guarantee\*\*\* which deliver value and peace of mind.

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

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

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

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

## **Mastercard Global Service™**

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

Call Mastercard Global Service immediately to report your card lost or stolen and to cancel the account.

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

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

When out-of-country and in need of assistance, you can easily reach a specially trained Mastercard Global Service

Representative who can help you 24 hours a day, 365 days a year, in any language. You can call toll-free from over 80 countries worldwide. Some of the key toll-free Mastercard Global Service telephone numbers are:

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

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

### Account Information and Card Benefits:

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

### ATM Locations:

Call **1-877-FINDATM (1-877-346-3286)** to find the location of a nearby ATM in the Mastercard ATM Network accepting Mastercard®, Maestro®, and Cirrus® brands. Also, visit our website at [www.mastercard.com](http://www.mastercard.com) to use our ATM locator.

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

### Mastercard Airport Concierge™

Your passport to the finer side of air travel.

Enjoy a 15% savings on Airport Meet and Greet services. Arrange for a personal, dedicated Meet and Greet agent to escort you through the airport on departure, arrival or any connecting flights at over 700 destinations worldwide 24 hours a day, 7 days a week, 365 days a year. There are also certain airports where you can be expedited through the security and/or the immigration process. To reserve Mastercard Airport Concierge services visit [www.mastercard.com/airportconciierge](http://www.mastercard.com/airportconciierge) or consult your Travel Advisor.

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

### Account and Billing Information

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

### Extended Warranty – Two Year Benefit

#### Evidence of Coverage

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

#### A. To get coverage:

- You must purchase the **Covered Purchase** entirely with your **Covered Card** or in combination with your **Covered Card** and accumulated points from your **Covered Card** for yourself or to give as a gift. Coverage only extends to losses incurred by a person other than you if you gift the **Covered Purchase** to that person and that person adheres to the terms and conditions of this program.
- The item must have an original **Manufacturer's Warranty** or **Store Warranty** of twenty-four (24) months or less.
- Your coverage terminates on any of the following dates: The date you no longer qualify as a **Cardholder**; the date your participating organization determines that your **Covered Card** is ineligible; the date your participating organization ceases to pay premium on the **Group Policy**; the date your participating organization ceases to participate in the **Group Policy**; or the date the **Group Policy** is terminated.

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

- Extended Warranty doubles the time period of your **Covered Purchase's** original **Manufacturer's Warranty** or **Store Warranty** up to a maximum of twenty-four (24) months following the day that the **Manufacturer's Warranty** or **Store Warranty** expires.
- If you purchase a **Purchased Warranty** of twenty-four (24) months or less on a **Covered Purchase** with an original **Manufacturer's Warranty** (or **Store Warranty**), this coverage doubles the time period of the **Covered Purchase's** original **Manufacturer's Warranty** (or **Store Warranty**) up to an additional twenty-four (24) months following the day that the original **Manufacturer's Warranty** (or **Store Warranty**) and the **Purchased Warranty's** coverage periods end.

#### C. Coverage limitations:

- The maximum benefit for repair or replacement shall not exceed the lesser of the following per claim: (1) The actual purchase amount charged on your **Covered Card**, less shipping and handling fees; (2) the actual cost of repair; (3) the actual cost of replacement with an item of like kind and quality; or (4) \$10,000.
- We or our **Administrator** will decide if a **Covered Purchase** will be repaired or replaced, or whether you will be reimbursed up to the maximum benefit amount for the item. Only valid and reasonable repairs made at a certified repair facility are covered. Items will be replaced with those of like kind and quality. However, we cannot guarantee to match exact color, material, brand, size, or model.
- Coverage is secondary to and in excess of any other applicable insurance or indemnity available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described

in this document. In no event will this coverage apply as contributing insurance. This non-contribution clause will take precedence over a similar clause found in other insurance or indemnity language.

#### D. What is NOT covered:

- Used items, antiques, or collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a **Manufacturer's Warranty** or **Store Warranty** (repair or replacement amount will not include market value at time of claim).
- Recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Product guarantees or "satisfaction guaranteed" items.
- Floor models that do not come with an original **Manufacturer's Warranty** or **Store Warranty**.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, and their motors, equipment and accessories, including trailers and other items that can be towed by or attached to any motorized vehicle. Parts, if purchased separately, may be covered.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, perishables, and limited-life items (such as rechargeable batteries).
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods or property); professional advice of any kind, including but not limited to information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals.
- Application programs, operating software, and other software.
- All types of media with stored data or music (including, but not limited to computer software, DVDs, video cassettes, CDs, film and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the **Manufacturer's Warranty** or **Store Warranty**.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Mechanical failure arising from product recalls.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband, illegal activity, or acts.
- Items purchased for resale, professional, or commercial use.

- Mechanical failures caused by lack of maintenance/service.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Physical damage to the item.
- Any exclusion listed in the original **Manufacturer's Warranty** or **Store Warranty**.
- Losses due to your intentional acts.
- The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any computer system or electronic data within a **Covered Purchase** as a result of unauthorized access or unauthorized use of such system or data, a denial of service attack or receipt or transmission of malicious code. Computer system means any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information. Electronic data means any data stored on a computer system.

In addition, we shall not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit under the **Group Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, our parent company, or its ultimate controlling entity to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union or the United States of America.

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

- Visit [www.mycardbenefits.com](http://www.mycardbenefits.com) or call **1-800-Mastercard** to open a claim. You must report the claim within sixty (60) days of the failure, or as soon as reasonably possible, or the claim may not be honored.
- Submit written proof of loss within one hundred and eighty (180) days from the date of failure or the claim may not be honored. Required documentation may include but is not limited to the following:
  - Receipt showing covered item(s).
  - Statement showing covered item(s).
  - Itemized purchase receipt(s).
  - Original **Manufacturer's Warranty** or **Store Warranty**.
  - Service contract or optional extended warranty, if applicable.
  - Itemized repair estimate from a certified repair facility or service provider.
  - Any other documentation that may be reasonably requested by us or our **Administrator** to validate a claim.

#### Legal Disclosure

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

Benefits are provided to you, the **Cardholder**, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility.

The insurance benefits are provided under the **Group Policy** issued by New Hampshire Insurance Company, an AIG company. This Guide to Benefits is a summary of benefits

provided to you. The attached Key Terms and **EOC** are governed by the **Group Policy**.

**Effective date of benefits:** This Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time.

Notice will be provided for any changes.

**Cancellation:** The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all **Covered Cards**. If the Policyholder cancels these benefits, you will be notified in advance. If we terminate, cancel, or choose not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any eligible coverage that attaches prior to the date of such termination, cancellation, or non-renewal, subject to the terms and conditions of coverage.

**Benefits to you:** These benefits apply only to U.S. issued **Covered Cards**. No person or entity other than you shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

**Transfer of rights or benefits:** The **Group Policy** is not assignable, but the benefits may be assigned.

**Intentional Misrepresentation and Fraud:** If any request for benefits made under the **Group Policy** is determined to be fraudulent, or if any fraudulent means or devices are used by you or anyone qualifying as an insured to obtain benefits under the **Group Policy**, all benefits will be forfeited. No coverage is provided if you or anyone qualifying as an insured does the following: (1) Conceals or misrepresents any fact upon which we rely, if the concealment or misrepresentation is material and is made with the intent to deceive; or (2) conceals or misrepresents any fact that contributes to the loss.

**Due Diligence:** You must exercise or perform all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances to avoid, diminish, or reduce any loss or damage insured under the **Group Policy**.

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

**Subrogation:** If payment is made under these benefits, we are entitled to recover such amounts, to the extent of our payments, from other parties or persons. Any party or person who receives payment under these benefits must transfer to us his or her rights to recovery against any other party or person and must do everything necessary to secure these

rights and must do nothing that would jeopardize them.

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

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

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the **Group Policy**, the **Group Policy** shall control. Provision of services is subject to availability and applicable legal restrictions.

**Washington Residents:** For Washington residents only, **Evidence of Coverage (EOC)** means the section of this Guide to Benefits that describes the terms, conditions, and exclusions of your coverage. The **EOC**, Key Terms, and Legal Disclosures are the entire agreement between you and us. Representations or promises made by anyone that are not contained in the **EOC**, Key Terms, or Legal Disclosures are not part of your coverage. In case of a conflict between this Guide to Benefits and the **Group Policy**, the Guide to Benefits shall control.

## Identity Fraud Expense Reimbursement

### Evidence of Coverage

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

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

We will reimburse an **Eligible Person** for covered expenses incurred as a result of a **Stolen Identity Event** (including a **Stolen Identity Event** occurring on or arising out of the use of the internet). 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 the **Eligible Person's** 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 the **Eligible Person's** efforts to amend or rectify records as to his or her 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 the **Eligible Person** 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 the **Eligible Person** as a result of the **Stolen Identity Event**.

An **Eligible Person's** coverage terminates on any of the following dates: (1) The date the **Eligible Person** no longer qualifies as an **Eligible Person**; (2) the date your **Covered Card** is determined ineligible by the participating organization; (3) the date the participating organization ceases to pay premium on the **Group Policy**; (4) the date the participating organization ceases to participate in the **Group Policy**; or (5) the date the **Group Policy** is terminated.

### **B. Coverage limitations:**

Coverage is limited to covered expenses, up to \$10,000 per claim, as a result of a **Stolen Identity Event**.

Coverage is secondary to and in excess of any amount available to the **Eligible Person** from any third party, including any applicable insurance. Coverage is limited to only those amounts not covered by any other insurance or indemnity, subject to any limits set forth herein. In no event will this coverage apply as contributing insurance. This non-contribution clause will take precedence over a similar clause found in other insurance or indemnity language.

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

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

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

- Any intentional, dishonest, criminal, malicious or fraudulent acts, if the **Eligible Person** personally participated in, directed, or had knowledge of such acts, **Stolen Identity Event**, or unauthorized use of the **Covered Card**.
- Any theft or unauthorized use of a **Covered Card** by a person who is not an **Eligible Person** to whom an **Eligible Person** entrusted the **Covered Card**.
- The **Eligible Person's** failure to comply with the terms and conditions of the **Covered Card**.
- Damages or losses arising out of any business pursuits, loss of profits, business interruption, loss of business information, or other pecuniary loss.
- Damages or losses arising from the theft or unauthorized or illegal use of the **Eligible Person's** business name, d/b/a/ or any other method of identifying the **Eligible Person's** business activity.
- 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, whether in tort or contract or based on any other theory of liability, in any civil action or other legal proceeding arising from or related to a **Stolen Identity Event**.
- Losses that were incurred or commenced prior to this coverage being provided to the **Eligible Person**.
- Any loss that is not a direct result of a **Stolen Identity Event**.
- Authorized charges that the **Eligible Person** has disputed based on the quality of goods or services.
- Authorized account transactions or trades that the **Eligible Person** has disputed, or is 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.

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

- Contact **1-800-Mastercard** or go to **www.mycardbenefits.com** to open a claim and follow our instructions. The **Eligible Person** must notify our **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.
- The **Eligible Person** must also do the following:
  - o Promptly file a police report if the **Eligible Person** reasonably believes that a law may have been broken.
  - o Promptly notify the appropriate governmental or business entities as instructed by us, including contacting all major credit bureaus (Experian, Equifax, TransUnion, etc.) immediately after discovery of the **Stolen Identity Event** to place a fraud alert on the **Eligible Person's** credit report and filing a complaint with the Federal Trade Commission (FTC), as applicable.
  - o Take all reasonable steps to mitigate possible losses regarding the **Stolen Identity Event**, including cancellation of effected **Covered Cards** and requesting a waiver of any applicable fees.
  - o Cooperate with us and help us to enforce any legal rights that the **Eligible Person** may have against anyone who may be liable to the **Eligible Person** as a result of the **Stolen Identity Event**.
  - o Permit us to question him or her under oath at such times as may be reasonably required about any matter relating to the **Eligible Person's** loss or this coverage, including inspection of the **Eligible Person's** 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 use reasonable efforts to obtain the attendance of witnesses with regard to any legal matter.

- The **Eligible Person** must 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 the **Eligible Person** with necessary forms. Required documentation may include the following:
  - o Proof that a fraud alert was placed with each major credit bureau (Experian, Equifax, TransUnion, etc.) immediately after discovery of the **Stolen Identity Event**.
  - o Copy of any filed police report.
  - o Proof of any settlements or denials from credit card companies, banks, creditors, collection agencies, etc. concerning the **Stolen Identity Event**.
  - o Copy of any complaint filed with the FTC.
  - o Copies of all receipts, bills or other records that support the claim.
  - o Any other documentation that may be reasonably requested by us to validate a claim.
- If the **Eligible Person** seeks reimbursement for actual lost wages, the **Eligible Person** must provide sufficient proof of the lost wages, the activity that necessitates the lost wages, and any other reasonable information or documentation regarding the lost wages that we may request.
- If the **Eligible Person** admits any liability with respect to a **Stolen Identity Event**, it shall be at his or her own expense.
- All benefits payable will be paid to the **Eligible Person** or in the case of death, to the **Eligible Person's** estate.

## Legal Disclosure

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

Benefits are provided to you, the **Cardholder**, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility.

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

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

**Cancellation:** The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all **Covered Cards**. If the Policyholder cancels these benefits, you will be notified in advance. If we terminate, cancel, or choose

not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any eligible coverage that attaches prior to the date of such termination, cancellation, or non-renewal, subject to the terms and conditions of coverage.

**Benefits to you:** These benefits apply only to U.S. issued **Covered Cards**. No person or entity other than the **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 **Covered Card** 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.

**Fraud & Intentional Misrepresentation:** If any request for benefits made under the **Group Policy** is determined to be fraudulent, or if any fraudulent means or devices are used by you or anyone qualifying as an insured to obtain benefits under the **Group Policy**, all benefits will be forfeited. No coverage is provided if you or anyone qualifying as an insured does the following: (1) Conceals or misrepresents any fact upon which we rely, if the concealment or misrepresentation is material and is made with the intent to deceive; or (2) conceals or misrepresents any fact that contributes to the loss.

**Due Diligence:** An **Eligible Person** must exercise or perform all vigilant activity, attentiveness, and care that would be exercised or performed by a reasonable and prudent person in the same or similar circumstances to avoid, diminish, or reduce any loss or damage insured under the **Group Policy**.

**Subrogation:** If payment is made under these benefits, we are entitled to recover such amounts, to the extent of our payments, from other parties or persons. Any party or person who receives payment under these benefits must transfer to us his or her rights to recovery against any other party or person 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.

**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.

## MasterAssist

### Terms and Conditions for MasterAssist

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

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

Membership to the program is non-transferable.

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

**Availability of Services:** MasterAssist is available worldwide, with the exception of those countries and territories which may be involved in an international or internal conflict, or in those countries and territories where the existing infrastructure is deemed inadequate by Assistance Center to guarantee service. The Beneficiary may contact MasterAssist prior to embarking on a covered trip to confirm whether or not services are available at his/her destination(s).

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

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

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

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

### I. GENERAL DEFINITIONS

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

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

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

### II. CONTENT OF THE ASSISTANCE SERVICES

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

### 1. TRAVEL MEDICAL EMERGENCY ASSISTANCE

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

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

#### **Hospital admission:**

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

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

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

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

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

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

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

### 2. TRAVEL SERVICES MEDICAL PROTECTION

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

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

- A global referral network of local physicians, dentists, hospitals, and pharmacies.

- Emergency treatment by a physician or dentist, for covered medical, surgical, and dental conditions arising from illness or accidental injury incurred during your trip. Each covered individual can receive up to USD \$2,500 in coverage. (Because coverage is secondary, file with your own insurance company first, then we'll help cover the difference.) There is a deductible of USD \$50 per person, per trip.
- Coverage is limited to emergency medical services resulting from accidental injury or emergency illness, which, if not treated immediately, could be expected by a prudent layperson to place a patient's life, or the life of an unborn child, in jeopardy or seriously impair the patient's bodily functions. Emergency illness benefits are limited to a maximum of USD \$500 per day.
- If you're hospitalized while traveling alone, we'll make arrangements to obtain care. If needed, we'll pay for transportation to another medical facility or your home. If you're traveling with dependent children, we'll arrange, and pay, for their return home if your hospitalization is expected to last 8 days or more.
- When you're traveling alone and hospitalized outside the United States for more than 8 days, we'll make and pay for travel arrangements for a round-trip, economy-class ticket to bring a relative or close friend to you. If you need to recuperate in a hotel after hospitalization, we'll pay up to USD \$75 a day, up to 5 days, to help cover hotel expenses.
- If you die while traveling, we'll arrange for your remains to be sent home, pay for repatriation, and help make arrangements for your travel companions(s) to get home. We would do the same for you if your travel companion(s) should die.
- If one of your immediate relatives dies at home while you're traveling abroad, we'll pay for your return to the United States.
- Coverage is secondary to any existing health and dental coverage (such as worker's compensation, disability benefits law, or similar law) whether or not a claim is filed under such insurance.

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

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

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

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

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

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

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

- Services, supplies, or charges not prescribed by, or performed by, or upon the direction of a physician or dentist, not medically necessary, rendered by other than hospital

providers, not legally obligated to pay in the absence of any coverage.

- Experimental/investigative services, or telephone consultations.
- Medical or dental expenses payable under any existing group health or accident insurance or for any expenses incurred after your return to your city of residence.
- War or hostilities of any kind (for example, invasion, rebellion, insurrection, riot, or civil commotion); confiscation or damage caused by any government, public authority or customs official; risks of contraband; illegal activity or acts and military duty.
- Air travel, except as a passenger on a licensed aircraft operated by an airline or air charter company.
- Non-emergency services, supplies, or charges.
- Injury, illness, or loss due to normal pregnancy or childbirth, professional athletics or training, participation in any athletic events that require payment of any entry fee, including training for such event(s); mountain climbing, motor competition, intentionally self-inflicting harm.

#### **Additional information:**

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

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

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

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

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

### **3. LEGAL ASSISTANCE**

The Beneficiary is entitled to obtain the following services:

#### **Legal Referrals**

MasterAssist provides referrals to lawyers or other legal service providers including the provider's name, address, telephone number, office hours, specialty and language resources. Whenever there is sufficient information to do so, we shall refer you to two or more legal professionals so that the Beneficiary may have the benefit of choosing. MasterAssist uses reasonable efforts to ensure that

its referrals are to legal service providers who meet the reasonable professional standards of the country or city where the traveler is located. MasterAssist will also follow up with the Beneficiary in each case to ensure that the service rendered was satisfactory.

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

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

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

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

### **4. TRAVEL PERSONAL ASSISTANCE**

MasterAssist will make available to Beneficiary:

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

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

### **5. TRAVEL-ORIENTED EMERGENCY ASSISTANCE**

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

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

#### **Urgent message relay**

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

#### **Luggage assistance**

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

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

In case of loss or theft of the Mastercard card, travel tickets, passport, visa or other identity papers necessary to return

home, MasterAssist will provide assistance in replacing them by contacting local police, consulates, airline company or other appropriate entities.

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

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

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

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

### **6. MASTER ROADASSIST® SERVICE**

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

### **Legal Disclosure**

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

Benefits are provided to you, the account holder, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility (for

example, legal referrals are free, but the lawyer's fee is your responsibility).

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

**Effective date of benefits:** Effective July 1, 2019, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

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

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

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

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

**Due Diligence:** All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

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

**Other Insurance:** Coverage is secondary to and in excess of any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any

other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

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

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

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

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

## Lost or Damaged Luggage

### Evidence of Coverage

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

#### A. To get coverage:

You must pay the entire cost of the **common carrier** ticket(s) with your **covered card** and/or accumulated points from your covered card.

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

- Reimbursement for the actual cost of repairing or replacing your checked or **carry-on luggage** and personal property contained therein that is **lost or damaged**.
- Coverage begins when the luggage is checked in or carried on to the common carrier by you. This includes curbside check in with facility-designated personnel.
- Coverage ends each time you regain possession of the **checked luggage** from, or carry the luggage off of the common carrier or twenty-four (24) hours after you depart from the common carrier, whichever comes first.
- Coverage is secondary to any other applicable insurance or coverage available to you including benefits provided by the common carrier (including, but not limited to, goodwill payments, refunds, credit/vouchers). Coverage is limited to only those amounts not covered by any other insurance or coverage, or common carrier benefits (including, but not limited to, goodwill payments, refunds, credit/vouchers).

#### C. Coverage limitations:

Coverage is limited to the actual cost, up to \$1,500 per incident of repairing or replacing your checked and/or carry-on

luggage and any personal property contained within. There is a maximum of two (2) claim(s) per twelve (12) month period.

#### **D. Where you are covered:**

Coverage applies worldwide.

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

- Loss or damage of luggage or personal property for regularly scheduled short-distance travel under one hundred (100) miles.
- Loss or damage resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation, expropriation or detention by any government, public authority, or customs official; illegal activity or acts.
- Loss resulting from contamination by radioactive or hazardous substances, including mold.
- Sporting equipment or musical instruments, unless checked in as luggage with the common carrier and for which a claim check has been issued.
- Electronic equipment (including, but not limited to, laptops, PDAs, video/film cameras, or hearing aids).
- Eyeglasses, contact lenses, prosthetic devices, dentures, silverware, furs, household furniture, or documents (including, but not limited to, visas and IDs).
- Plants, shrubs, animals, consumables, and perishables.
- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare, or precious metals, stamps, and coins, currency or its equivalent.
- Jewelry, art, used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Defective material or workmanship, ordinary wear and tear or normal deterioration.
- Loss or damage not reported within the time period required, as stipulated in the claim procedure.
- Loss or damage where the common carrier completely denies a claim for checked and/or carry-on luggage.
- Items excluded under the common carrier's coverage (except carry-on luggage).
- Loss or damage where the common carrier pays the claim in full or repairs the damage.
- Interest or conversion fees that are charged to your covered card by the financial institution.

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

- Visit [www.mycardbenefits.com](http://www.mycardbenefits.com) or call **1-800-Mastercard** to open a claim. You must report the claim within sixty (60) days of the incident or the claim may not be honored.
- Report within twenty-four (24) hours any loss or damage to the common carrier.
- Submit the following documentation within one hundred and eighty (180) days of the date of incident or the claim may not be honored:

- o Receipt showing the purchase of common carrier tickets.
- o Statement showing the purchase of common carrier tickets.
- o Copy of initial claim report submitted to the common carrier.
- o Covered card travel point program statement showing the common carrier ticket was paid for with redeemed points.
- o Report from police, if applicable.
- o The result of any settlement by the common carrier.
- o Receipts showing that your luggage or personal property has actually been repaired or replaced.

Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

## **MasterRental Coverage – Consumer**

### **Evidence of Coverage**

Pursuant to the below terms and conditions, when you rent a **vehicle** for thirty-one (31) consecutive days or less with your **covered card**, you are eligible for benefits under this coverage.

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

#### **A. To get coverage:**

You must initiate and then pay for the entire **rental agreement** (tax, gasoline, and airport fees are not considered rental charges) with your covered card and/or the accumulated points from your covered card at the time the vehicle is returned. If a rental company promotion/discount of any kind is initially applied toward payment of the rental vehicle, at least one (1) full day of rental must be billed to your covered card.

You must decline the optional collision/damage waiver (or similar coverage) offered by the rental company.

You must rent the vehicle in your own name and sign the rental agreement.

Your rental agreement must be for a rental period of no more than thirty-one (31) consecutive days. Rental periods that exceed or are intended to exceed thirty-one (31) consecutive days are not covered.

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

We will pay for the following on a secondary basis:

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

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

#### **C. Coordination of benefits:**

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

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

If you or an authorized driver's primary auto insurance or other coverage has made payments for a covered loss, we will cover your deductible and any other eligible amounts, described in Section B, not covered by the other insurance.

Note: In certain parts of the United States and Canada, losses to rental vehicles that are covered by your personal vehicle insurance policy liability section may not be subject to a deductible, which means that you may not receive any benefits from this program. Contact your insurance provider for full coverage details pertaining to your personal vehicle liability insurance policy (or similar coverage).

If you have no other insurance or your insurance does not cover you in territories or countries outside of the United States, coverage is considered primary coverage.

#### **D. Who is covered:**

The covered card **cardholder** and those designated in the rental agreement as authorized drivers.

#### **E. Excluded rental vehicles:**

- All trucks, pickups, full-size vans mounted on truck chassis (including, but not limited to, Ford EconoVan), cargo vans, campers, off-road vehicles, and other recreational vehicles.
- All sport utility trucks. These are vehicles that have been, or can be converted to an open, flatbed truck (including, but not limited to, Chevy Avalanche, GMC Envoy, and Cadillac Escalade EXT).
- Trailers, motorbikes, motorcycles, and any other vehicle having fewer than four (4) wheels.
- Antique vehicles (vehicles that are more than twenty (20) years old or have not been manufactured for at least ten (10) years), or limousines.

#### **F. Where you are covered:**

Coverage is available worldwide.

Coverage is not available in countries where:

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

#### **G. Coverage limitations:**

We will pay the lesser of the following:

- a) The actual repair amount;
- b) Wholesale market value less salvage and depreciation;
- c) The rental agency's purchase invoice less salvage and depreciation.

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

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

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

- Any personal item **stolen** from the interior or exterior of rental vehicles.
- Vehicle keys or portable Global Positioning Systems (GPS).
- Vehicles not rented by the cardholder or **authorized user** on the covered card.
- Any person not designated in the rental agreement as an authorized driver.
- Any obligations you assume other than what is specifically covered under the rental agreement or your primary vehicle insurance or other indemnity policy.
- Any violation of the written terms and conditions of the rental agreement.
- Any loss that occurs while driving under the influence of drugs or alcohol.
- Any loss associated with racing or reckless driving.
- Losses involving the theft of the rental vehicle when you or an authorized driver cannot produce the keys to the rental vehicle at the time of reporting the incident to the police and/or rental agency, as a result of negligence.
- Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.
- Subsequent damages resulting from a failure to protect the rental vehicle from further damage.
- Blowouts or tire/rim damage that is not caused by theft or vandalism or is not a result of a vehicle collision causing tire or rim damage.
- Rental vehicles where collision/damage waiver coverage (or similar coverage) was accepted/purchased by you.
- Any damage that is of an intentional or non-accidental nature, caused by you or an authorized driver of the rental vehicle.
- Depreciation, diminishment of value, administrative, storage, or other fees charged by the vehicle rental company.
- Vehicles with a rental agreement that exceeds or is intended to exceed a rental period of [Insert number of days, for example "thirty-one (31)"] consecutive days from a rental agency.
- Losses resulting from any kind of illegal activity.
- Damage sustained on any surface, other than a bound surface such as concrete or tarmac.
- Damage sustained on any road not regularly maintained by a municipal, state, or federal entity.
- Losses as a result of war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Any loss involving the rental vehicle being used for hire, for commercial use, or as a public or livery conveyance.
- Theft of, or damage to, unlocked or unsecured vehicles.
- Value-added tax, or similar tax, unless reimbursement of such tax is required by law.

## I. How to file a claim:

- Visit [www.mycardbenefits.com](http://www.mycardbenefits.com) or call **1-800-Mastercard** to open a claim. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- You may choose to assign your benefits under this insurance program to the rental agency from which you rented your vehicle. Please contact us or our designated representative for further details.
- Submit the following documentation within one hundred and eighty (180) days of the incident or the claim may not be honored:
  - 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.

## Purchase Assurance

### Evidence of Coverage

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

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

### A. To get coverage:

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

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

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

## C. Coverage limitations:

- Coverage is limited to the lesser of the following:
- The actual cost of the item (excluding delivery and transportation costs).
- A maximum of \$1,000 per loss and a total of \$50,000 per **cardholder** account per twelve (12) month period.
- Purchases that are made up of a pair or set will be limited to the cost of repair or replacement of the specific item stolen or damaged. If the specific item cannot be replaced individually or repaired, the value of the pair or set will be covered not to exceed the limits above.
- Coverage for stolen or damaged jewelry or fine art will be limited to the actual purchase price as listed on your credit card statement, regardless of sentimental or appreciated market value.

## D. What is NOT covered:

- Items left in public sight, out of arm's reach, lacking care, custody or control by the cardholder.
- Lost items, and items that mysteriously disappear (the only proof of loss is unexplained or there is no physical evidence to show what happened to the item) without any evidence of a wrongful act.
- Items that are stolen from any location or place (including, but not limited to, exercise facilities, places of employment, schools, or places of worship) due to the lack of due diligence by you or another party.
- Items lost, stolen, damaged, or mis-delivered while under the care, custody, and control of another party or common carrier (including, but not limited to, airlines, the U.S. Postal Service, UPS, FedEx, or other delivery services).
- Losses due to normal wear and tear, misuse, gradual deterioration, and/or abuse.
- Losses resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Losses that cannot be verified or substantiated.
- Items covered by a manufacturer's recall or class action suit.
- Items that you damage through alteration (including, but not limited to, cutting, sawing, shaping).
- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Stolen items without a documented report from the police.
- Items that are damaged during transport via any mode.
- Items stolen from the interior or exterior of a watercraft/boat, aircraft, motorcycle, automobile or any other motor vehicles.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Motorized equipment not designed for transportation and used solely for the upkeep and maintenance of a residence is eligible for coverage (including, but not limited to, snow thrower, lawn mowers, and hedge trimmers).



- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare, or precious metals, stamps, and coins, currency or its equivalent.
- Losses caused by insects, animals, or pets.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Items purchased for resale, rental, professional, or commercial use.
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods, or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, computer programs, operating software, and other software.
- Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Losses caused by liquids, fluids, oils, chemicals, or bodily fluids/excretions.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- Items stolen or damaged at a new home construction site.
- Rented, leased, or borrowed items for which you will be held responsible.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.

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

- Visit **www.mycardbenefits.com** or call **1-800-Mastercard** to open a claim. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the date you report the claim:
  - Repair estimate for damaged item(s).
  - Photograph clearly showing damage, if applicable.
  - Receipt showing purchase of covered item(s).
  - Statement showing purchase of covered item(s).
  - Report from police listing any items stolen.

- Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renter's, or auto insurance policy).
- Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

### Legal Disclosure

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

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

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

**Effective date of benefits:** Effective July 1, 2019, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

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

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

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

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

**Dispute Resolution – Arbitration:** This EOC requires binding arbitration if there is an unresolved dispute concerning

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

To start arbitration, the disputing party must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. The parties will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by the parties. Unless otherwise agreed to by the parties, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (**www.adr.org**) 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.

## Worldwide Automatic Travel Accident & Baggage Delay

### Important Definitions

**Accident or Accidental** means a sudden, unforeseen and unexpected event happening by chance. Accident includes unavoidable exposure to elements arising from a covered hazard.

**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.

**Benefit Amount** means the Loss amount applicable at the time the entire cost of the passenger fare is charged to a First Hawaiian Bank Mastercard account.

**Common Carrier** means any licensed land, water or air conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire.

**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.

**Dependent Child(ren)** means those children, including adopted children and those children placed for adoption, who are primarily dependent upon the Insured Person for maintenance and support and are:

1. under the age of twenty-five (25) and reside with the Insured Person; or
2. under the age of twenty-five (25) and classified as full-time students at an institution of higher learning.

Dependent Children also means children beyond the age of twenty-five (25) who are permanently mentally and physically challenged and incapable of self-support.

**Domestic Partner** means a person designated in writing by the cardholder 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 cardholder;
2. has been the cardholder's sole spousal equivalent;
3. has resided in the same household as the cardholder; and
4. has been jointly responsible with the cardholder for each other's financial obligation, and who intends to continue the relationship indefinitely.

**Insured Person** means the Mastercard cardholder of First Hawaiian Bank. Insured Person also means the cardholder's spouse/Domestic Partner and Dependent Children.

**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.

**Member** means hand or foot.

### The Plan

As a Mastercard cardholder, of First Hawaiian Bank, you, your spouse or Domestic Partner and 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 First Hawaiian Card account. If the entire cost of the passenger fare has been charged to your 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 Mastercard account.

### The Benefits

The full Benefit Amount of \$500,000 is payable for accidental:

1. loss of life;
2. speech and hearing; or
3. a combination of speech or hearing and one member or sight of one eye.

One half of the Benefit Amount is payable for accidental loss of:

1. both or a combination of members or sight of eyes; or

2. speech or hearing.

One quarter of the Benefit Amount is payable for accidental loss of thumb and index finger of the same hand. The Company will consider it a loss of hand or foot even if they are later reattached. The loss must occur within one year of the accident. The Company will pay the single largest applicable Benefit Amount. If an Insured Person is eligible for insurance under multiple credit card accounts, the Insured Person will only be insured under the account which provides the largest benefit amount for the loss that occurred. 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. If the Insured Person has not been found within one (1) year of the disappearance, stranding, sinking, wrecking or breakdown of any conveyance in which the Insured Person was covered as an occupant, it will be assumed that the Insured Person has suffered loss of life.

### BAGGAGE DELAY:

The Company will reimburse the Insured Person up to the Daily Benefit Amount of \$300 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, traveler's checks and valuable papers;
4. business samples;
5. jewelry and watches; or
6. cameras, video recorders and other electronic equipment.

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.

### ELIGIBILITY:

This travel insurance plan is provided to Mastercard cardholders, of First Hawaiian Bank, automatically when the entire cost of the passenger fare(s) are charged to a Mastercard account while the insurance is effective. It is not necessary for you to notify First Hawaiian Bank, the administrator or the Company when tickets are purchased.

### THE COST:

This travel insurance plan is provided at no additional cost to eligible Mastercard cardholders of First Hawaiian Bank. First Hawaiian Bank pays the premium for this insurance.

### BENEFICIARY:

The loss of life benefit will be paid to the beneficiary designated by the Insured Person. If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order:

- a) the Insured Person's spouse
- b) the Insured Person's children
- c) the Insured Person's parents
- d) the Insured Person's brothers and sisters
- e) the Insured Person's estate

All other indemnities will be paid to the Insured Person.

**EXCLUSIONS:**

This insurance does not cover loss resulting from:

1. an Insured Person'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; or
4. travel between the Insured Person's residence and regular place of employment.

This insurance also does not apply to an accident occurring while an Insured Person 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 20 days after the occurrence of any loss covered by this policy or as soon as reasonably possible. Failure to give notice within 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 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 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 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 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-MC-Assist**. 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 **myclaimsagent.com**.

**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 information is a brief description of the important features of this insurance plan. It is not an insurance contract. Insurance benefits are underwritten by Federal Insurance Company. Coverage may not be available in all states or certain terms may be different where required by state law. 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: Direct Marketing Group 13265 Bedford Avenue, Omaha, NE 68164

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

**For more information,  
call 1-800-Mastercard: 1-800-627-8372,  
or en Español: 1-800-633-4466.  
Visit our website at [www.mastercard.com](http://www.mastercard.com).**

