

# Guide to Benefits

BMO Escape Credit Card

Important information. Please read and save.



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

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

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

**Key Terms**

Throughout this document, You and Your refer to the cardholder or authorized user of the covered card. We, Us, and Our refer to New Hampshire Insurance Company, an AIG company. Other words and phrases that appear in bold have special meaning.

**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** means 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 authorized to make purchases on the covered card by the cardholder and is recorded by the participating organization on its records as being an authorized user.

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

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

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

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

**Covered card** means the active and valid World Mastercard-branded payment 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 cellular wireless telephones** means the cellular telephones associated with the primary line and additional statement from a cellular provider for the billing cycle preceding the month in which the theft or damage occurred.

**Eligible person** means a cardholder who charges his or her monthly bill for an eligible cellular wireless telephone to his or her covered card.

No person or entity other than the eligible person(s) described shall have any legal or equitable right, remedy or claim for the insurance proceeds arising out of this coverage.

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

**Family Member** means the spouse or domestic partner of you. It includes unmarried children of you under nineteen (19) years of age. It also includes unmarried children under twenty-six (26) years of age if a full-time student at an accredited college or university.

**Group policy** means the cellular protection insurance policy entered between New Hampshire Insurance Company, an AIG company, and Mastercard Insurance Master Trust, which is the subject of this Guide to Benefits.

**Injury** means bodily injury caused by an accident that occurs while you are covered under this program, and results directly and independently of all other causes of loss. The injury must be verified by a physician.

**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.

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

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

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

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

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

## MasterRental®

Various provisions in this document restrict coverage. Read carefully to determine all rights and duties and what is and is not covered. Please see the 'Key Terms' section for the terms used throughout this benefit.

### Evidence of Coverage

This **EOC** replaces all prior disclosures, program descriptions, advertising, and brochures by any other party. We reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

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

### 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 coverage hereunder is provided on a secondary basis and a covered loss has occurred, the order in which benefits are determined shall be made 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 under the kind of coverage you receive, 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 liability insurance policy may not be subject to a deductible, which means that you may not be eligible to receive any coverage under this program. Contact your insurance provider for full coverage details pertaining to your personal vehicle liability insurance policy (or similar coverage).

If you do not have other insurance or your insurance policy does not cover you in territories or countries outside of the United States, coverage is considered primary coverage subject to any applicable economic and trade sanctions conditions.

### D. Who is covered:

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

### E. Excluded Vehicles:

This coverage does not apply to any:

- Vehicles not required to be licensed.
- All full-size vans mounted on truck chassis (including, but not limited to, Ford EconoVan), cargo vans, campers, off-road vehicles, and other recreational vehicles.
- railers, 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; provided coverage is not available in countries where:

- This EOC or the **group policy** is prohibited by that country's law; or
- The terms of the EOC or the group policy are in conflict with the laws of that country.

In addition, we shall not be deemed to provide coverage 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 coverage, 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. Wherever coverage provided by this policy would be in violation of any economic or trade sanctions, such coverage shall be null and void.

### G. Coverage limitations:

We will pay the lesser of the following:

- Reasonable and customary charges of repair or the actual repair amount;
- Wholesale market value less salvage and depreciation;
- The rental agencies purchase invoice less salvage and depreciation;
- The contractual liability assumed by you or an authorized driver of the rental vehicle; or
- The actual cash value.

In addition, coverage is limited to \$500 per incident for the 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:

This coverage does not apply to:

- Any personal item actually or allegedly **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 personal vehicle liability insurance policy or other indemnity policy.
- Any actual or alleged violation of the written terms and conditions of the rental agreement.
- Any actual or alleged loss that occurs while driving under the influence of drugs or alcohol.
- Any actual or alleged loss associated with racing or reckless driving.
- Any actual or alleged 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. Loss of keys is considered 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 unless caused by theft, vandalism or vehicle collision.
- Rental vehicles where collision/damage waiver coverage (or similar coverage) was accepted/purchased by you.
- Any damage that is of an intentional or non-accidental nature, caused by you or an authorized driver of the rental vehicle.
- Depreciation, diminishment of value, administrative, storage, or other fees charged by the vehicle rental company.
- Vehicles with a rental agreement that exceeds or is intended to exceed a rental period of thirty-one (31) consecutive days from a rental agency.
- Losses resulting from any kind of alleged or actual illegal activity.
- 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, any actual or alleged invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Any loss involving the rental vehicle being used for hire, for commercial use, or as a public or livery conveyance.
- Theft of, or damage to, unlocked or unsecured vehicles.
- Value-added tax, or similar tax, unless reimbursement of such tax is required by law.
- Vehicles rented on a monthly basis.
- Loss arising from any items not installed by the original manufacturer.
- Loss arising from any inherent damage.
- Damage to windshields which is not the result of a collision or roll-over (damage to a windshield is covered if such damage is due to road debris or road hazard).
- Vehicle leases or mini-leases.
- Indirect or direct damages resulting from a covered claim.
- Charges for gasoline or airport fees.

## I. How to file a claim:

- Call **1-800-Mastercard** or go to [www.mycardbenefits.com](http://www.mycardbenefits.com) to initiate a claim. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- You may choose to assign your benefits under this insurance program to the rental agency from which you rented your vehicle. Please contact us or our **administrator** for further details.
- You must submit the following proof of claim documentation within one hundred and eighty (180) days of the incident or the claim will not be covered:
  - Receipt showing the vehicle rental charge.
  - Statement showing the vehicle rental charge.
  - The rental agreement (front and back).

- Copy of your valid driver's license (front and back).
- Copy of the declarations page of any personal vehicle liability insurance policy and/or 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 registered collision repair facility.
- Copy of any 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.

## 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:
  - Receipt showing the purchase of common carrier tickets.
  - Statement showing the purchase of common carrier tickets.
  - Copy of initial claim report submitted to the common carrier.
  - Covered card travel point program statement showing the common carrier ticket was paid for with redeemed points.
  - Report from police, if applicable.
  - The result of any settlement by the common carrier.
  - 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.

## Purchase Assurance

Various provisions in this document restrict coverage. Read carefully to determine all rights and duties and what is and is not covered. Please see the 'Key Terms' section for the terms used throughout this benefit.

#### **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.

#### **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 for 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 \$25,000 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 actual or alleged stolen or damaged jewelry or fine art will be limited to the actual purchase price as listed on your cardholder statement, regardless of sentimental or appreciated market value.
- We shall not be deemed to provide coverage 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 coverage, 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. Wherever coverage provided by this policy would be in violation of any economic or trade sanctions, such coverage shall be null and void.

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

This coverage does not apply to:

- 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 actually or allegedly 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 law enforcement.
- 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 actually or allegedly 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.
- Interest or conversion fees that are charged to you on the covered card by the corresponding financial institution.

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

- Call **1-800-Mastercard** or go to [www.mycardbenefits.com](http://www.mycardbenefits.com) to initiate a claim. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- You must 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 policy(ies) or protection (including, but not limited to, homeowner's, renter's, or auto insurance policy(ies)).
  - Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

### **Legal Disclosure**

Please see the 'Legal Disclosure' section for all disclosures for this benefit.

## **Extended Warranty**

### **Evidence of Coverage**

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

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

- You must purchase the new item entirely with your covered card and/or accumulated points from your covered card for yourself or to give as a gift.
- The item must have an original manufacturer's (or U.S. store brand) warranty of twenty-four (24) months or less.

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

- Extended warranty doubles the original manufacturer's warranty up to a maximum of twenty-four (24) months on most items you purchase. For products with multiple warranty components, each warranty time period will be extended up to a maximum of twenty-four (24) months. An example of a product with multiple warranty components includes an appliance with original manufacturer's (or U.S. store brand) warranties that differ for parts, labor, compressor, etc.
- If you purchase a service contract or an optional extended warranty of twenty-four (24) months or less on your item, we will cover up to an additional twenty-four (24) months after both the original manufacturer's (or U.S. store brand) warranty and the purchased service contract or extended warranty coverage period end. If your service contract or extended warranty exceeds twenty-four (24) months, this coverage does not apply.

- If you do not have an additional service contract or an optional extended warranty, this extended warranty benefit commences the day after your original manufacturer's (or U.S. store brand) warranty expires.

### **C. Coverage limitations:**

- The maximum benefit for repair or replacement shall not exceed the actual amount charged on your covered card or \$10,000, whichever is less.
- If either the original manufacturer's (or U.S. store brand) warranty or the service contract covers more than twenty-four (24) months, this benefit will not apply.
- We or our administrator will decide if a covered failure will be repaired or replaced, or whether you will be reimbursed up to the amount paid for the item. Items will be replaced with those of like kind and quality. However, we cannot guarantee to match exact color, material, brand, size, or model.

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

- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a manufacturer's warranty (repair or replacement amount will not include market value at time of claim); recycled, previously owned, refurbished, rebuilt, or remanufactured items; product guarantees (e.g., glass breakage).
- Floor models that do not come with an original manufacturer's warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Parts, if purchased separately, may be covered.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals.)
- Application programs, operating software, and other software.
- All types of media with stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, film and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Indirect or direct damages resulting from a covered loss.
- Mechanical failure arising from product recalls.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband, illegal activity, or acts.
- Mechanical failures caused by normal wear and tear or gradual deterioration where no failure has occurred.
- Items purchased for resale, professional, or commercial use.
- Mechanical failures caused by lack of maintenance/service.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Physical damage to the item.
- Any exclusion listed in the original manufacturer's warranty.

### **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 the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days from the date of failure

or the claim may not be honored:

- Receipt showing covered item(s).
- Statement showing covered item(s).
- Itemized purchase receipt(s).
- Original manufacturer's (or U.S. store brand) warranty.
- Service contract or optional extended warranty, if applicable.
- Itemized repair estimate from a factory authorized service provider.
- Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

## Mastercard ID Theft Protection®

### Program Description:

Mastercard ID Theft Protection (IDT) provides you with access to a number of identity theft resolution services, should you believe you are a victim of identity theft. This product offering will alert you about possible identity theft by monitoring the surface, dark and deep web, searching for compromised credentials and potentially damaging use of your registered personal information in order to detect fraud at its inception.

### Eligibility:

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

### Access:

Simply contact **1-800-Mastercard** if you believe you have been a victim of identity theft.

### Services provided:

Services provided are on a 24-hour basis, 365 days a year. In order to receive the following services, you must enroll at <https://mastercardus.idprotectiononline.com/>. The services include:

- **Online Monitoring Dashboard (requires activation):** The online monitoring dashboard is the primary user interface for cardholders. It serves as a repository of all the personally identifiable information (PII) data the cardholder wants to monitor, tracks and displays cardholders' risk score, and provides access to identity protection tips. It is also the platform for cardholders to respond to identity monitoring alerts.
- **Monthly Risk Alert/Newsletter:** Cardholders will receive a monthly newsletter with information on the cardholder's risk score, and articles pertaining to good identity protection practices.
- **Identity Monitoring:** IDT searches the internet to detect compromised credentials and potentially damaging use of your personal information, and alerts you via email so that you can take immediate action. This platform utilizes automated monitoring and human threat intelligence from cyber operations agents monitoring threat actors and their tactics on the deep and dark web where personal data is bought and sold. Data elements that can be monitored are:
  - Email addresses
  - Debit/credit cards/prepaid cards
  - Bank accounts
  - Web logins; username and password
  - Medical insurance cards
  - Drivers' license
  - Loyalty cards
  - Affinity cards
  - Passport number
  - Vehicle insurance cards
  - Social Security number

To take advantage of this service, the cardholder must enter the personal information they wish to monitor on the dashboard.

- **Resolution Services:** You will have access to a team of identity theft resolution specialists, available 24 hours a day, 365 days a year to help resolve your identity theft incident and prevent further damage. The

resolution specialists are native speakers of English, French and Spanish, and are based out of Bethesda, Maryland. Cardholders are given the option to sign limited power of attorney (LPOA) to the specialist, to allow them to conduct resolution activities on the cardholders' behalf, including contacting police, credit agencies, and other authorities, translating information, and closing and replacing breached accounts.

- **Lost Wallet Assistance:** Cardholders will be provided assistance with notifying the appropriate issuing authorities to cancel and replace stolen or missing items, such as their debit/credit cards, driver's license, Social Security card, and passport.
- **Single Bureau Credit Monitoring:** Cardholders' TransUnion credit file will be monitored for changes that could indicate fraud such as new credit inquiries, an address change or new credit account(s) opened in their name. An alert notification via email will be sent anytime a hard inquiry is made on the cardholders' TransUnion credit file so they can take immediate action to minimize damage. To take advantage of this service, the cardholder must enter their Social Security number on the dashboard and pass credit authentication.
- **Financial Account Takeover:** IDT monitors cardholder's high-risk transactions with more than 300 of the nation's largest companies to uncover and thwart account takeover attempts. Monitored transactions include:
  - Debit/credit cards/prepaid cards
  - Bank accounts
  - Brokerage accounts
  - Healthcare portals
  - Workplace intranets
  - Other services (e.g., peer-to-peer fund transfers) To take advantage of this service, the cardholder must enter the accounts they wish to protect on the dashboard.
- **URL and Domain Monitoring:** URL and domain monitoring allows cardholder to enter up to 10 domain or URL names related to cardholder's business. This service will monitor the domain and URL names for any compromised email addresses associated with the domain or URL names and if compromised email addresses are found in a data breach, this service will alert the registered cardholder via email and provide information regarding the specific email address that was breached along with information about the date found and source (provided that this information is available).

For more information regarding the services stated above and additional information, please visit <https://mastercardus.idprotectiononline.com/>.

### **Charges:**

There is no charge for these services, they are provided by your financial institution.

### **Services not provided:**

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

### **Program Provisions for Mastercard ID Theft Protection®:**

This service applies only to you, the named Mastercard cardholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the program. The provider, Generali Global Assistance, relies on the truth of statement made in the affidavit or declaration from each cardholder. This service is provided to eligible Mastercard cardholders at no additional cost and is in effect for acts occurring while the program is in effect. The terms and conditions contained in this program Guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide mailings, statement inserts, or statement messages. Mastercard or your financial institution can cancel or non-renew these services, and if we do, we will notify you at least thirty (30) days in advance. If the provider non-renews or cancels any services provided to eligible Mastercard cardholders, you will be notified within 30-120 days before the expiration of the service agreement. In the event substantially similar coverage takes effect without interruption, no such notice is necessary. For general questions regarding these services, please contact **1-800-Mastercard**.

# Travel Assistance Services

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

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

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

## **MasterTrip® Travel Assistance:**

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

## **Travel Services Medical Assistance:**

Provides a global referral network of general physicians, dentists, hospitals and pharmacies. We can also help you refill prescriptions with local pharmacists (subject to local laws).

In the event of emergencies, a stateside physician or nurse can be contacted for consultation with the local medical staff and to monitor your condition. If you are hospitalized, we can arrange to have messages relayed home, transfer you to another facility if medically necessary, or have a family member or close friend brought to your bedside if you have been traveling alone (at cardholder's expense). If a tragedy occurs, we'll assist in securing travel arrangements for you and your travel companion(s).

## **MasterLegal® Referral Service:**

This service provides you with English-speaking legal referrals or consults with appropriate embassies and consulates regarding your situation.

This service will assist in transfers up to \$5,000 in cash from a family member, friend or business to cover legal fees or to post bail. There is no charge for referral services; however, legal and bail fees are your responsibility.

## **Master RoadAssist® Roadside Service:**

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

If your car breaks down on the road, just call **1-800-Mastercard** and tell us where you are. We'll send someone to the rescue. This is not only reassuring, but it may also save you money because fees for many services (e.g., jumpstarts, towing, gas delivery, and tire changes) are pre-negotiated. Road service fees will be automatically billed to your Mastercard account.

You are responsible for emergency road service charges incurred by towing facilities responding to your dispatch, even if you are not with your vehicle (or it's gone) when the tow truck arrives. Mastercard International is not responsible or liable for the service the towing facility provides. Towing facilities are independent contractors, solely liable for their services.

Emergency road service is not available in areas not regularly traveled, in "off road" areas not accessible by ordinary towing vehicles, or for over one-ton capacity trailers, campers or if you have a rental car, be sure

to call the rental car agency before you call **1-800-Mastercard**, as many rental agencies have special procedures regarding emergency road service assistance.

## Mastercard Travel & Lifestyle Services®

As a World or World Elite 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 and 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) **1-800-336-6420** 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. Full details are available at [www.mastercard.com/world](http://www.mastercard.com/world).

## Digital Priority Pass™

As a valued BMO Escape Credit Card cardholder, you are automatically enrolled in the Airport Lounge Access benefit. This benefit offers you a complimentary annual digital membership in Priority Pass - your key to any airport lounge in the Priority Pass network worldwide. As an added benefit, cardholders also receive 2 complimentary visits to participating lounges, which apply against your first 2 members and/or guest visits. After your first 2 visits, you simply pay a \$35 fee per person per visit which will be billed automatically to your BMO Escape Credit Card when the visit is reported to Priority Pass. Membership activation is required. The primary cardholder will receive activation steps at the email address on file within a few days of account opening. You may also visit [www.prioritypass.com/BMOWorld](http://www.prioritypass.com/BMOWorld) for membership activation and benefit details. Membership activation requires the cardholder to be in possession of the credit card. Once activated, the Priority Pass digital membership can be used immediately. As a Priority Pass member, you agree to abide by the Priority Pass Conditions of Use, which can be found in the lounge directory included with your membership credentials or at [www.prioritypass.com](http://www.prioritypass.com) or download the Priority Pass™ mobile app.

## Monthly Hotel Statement Credit

Enjoy \$20 back when you use your BMO Escape Credit Card at hotels. You are eligible for a \$20 statement credit any calendar month you spend a minimum of \$200 in accumulative net purchases at hotels within that calendar month. Your eligible net purchases will be calculated at the close of each calendar month. Most statement credits will be applied to your account within 7 business days of month end when the minimum net purchase is met. Account must be open at time of review to receive statement credit.

## Global Entry, TSA PreCheck, or NEXUS Fee Credit

You will receive one statement credit up to \$100 per account up to once every four years, after the first program (either Global Entry or TSA PreCheck® or NEXUS) application fee is charged to your card, by you or an authorized user. Credit can be earned for only one of these programs within the four year period, whichever program is charged first. The four-year period means the year you first purchase a trusted traveler program beginning with your account open date through the first statement date after your account open date anniversary, and three 12 monthly billing cycles after that year. Statement credit(s) will post to your account and will appear on your monthly credit card billing statement within 2 billing cycles. Account must be open at time of review to receive statement credit.

Global Entry is a U.S. Government program, operated by U.S. Customs and Border Protection (CBP). TSA PreCheck® is a U.S. Government program, operated by the U.S. Transportation Security Administration (TSA). NEXUS is a U.S. Government program, operated by the US Department of Homeland Security. BMO has no control over either program including, but not limited to, applications, approval process or enrollment, or fees charged by CBP or TSA or DHS, and no liability regarding the Global Entry or TSA PreCheck® or NEXUS programs. The purchasing of these services through external or third party agencies may not qualify for this fee credit. For complete application details on the Global Entry, TSA PreCheck® or NEXUS programs, including full terms and conditions, go to <https://tftp.cbp.dhs.gov/>.

## 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/airportconcierge](http://www.mastercard.com/airportconcierge) or consult your travel advisor.

## Mastercard Global Service®

Mastercard Global Service provides worldwide, 24-hour assistance with lost and stolen card reporting and emergency card replacement.

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

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

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

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

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

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

### **Account Information and Card Benefits:**

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

### **ATM Locations:**

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

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

## **Cellular Wireless Telephone Protection**

Please see the 'Key Terms' section for the terms used throughout this benefit.

### **Evidence of Coverage**

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

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

You must charge your monthly **eligible cellular wireless telephone** bill to your covered card. You are eligible for coverage the first day of the calendar month following the payment of your eligible cellular wireless telephone bill to your covered card. If you pay an eligible cellular wireless telephone bill with your covered card and fail to pay a subsequent bill to your covered card in a particular month, your coverage period changes as follows:

1. Your coverage is suspended beginning the first day of the calendar month following the month of nonpayment to your covered card; and
2. Your coverage resumes on the first day of the calendar month following the date of any future payment of your eligible cellular wireless telephone bill with your covered card.

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

- Reimbursement for the actual cost to replace or repair a stolen or damaged eligible cellular wireless telephone.
- Coverage ends on the earliest of: The date you no longer are a cardholder; the date the covered card is determined to be ineligible by the participating organization; the date the participating organization ceases to pay premium on the group policy; the date the participating organization ceases to participate in the group policy; the date the group policy is terminated.

### **C. Coverage limitations:**

Coverage for a stolen or damaged eligible cellular wireless telephone is subject to the terms, conditions, exclusions, and limits of liability of this benefit. The maximum liability is \$600 per claim for World Mastercard, and \$1,000 per covered card per 12-month period. Each claim is subject to a \$50 deductible. Coverage is limited to two (2) claims per covered card per 12-month period.

Coverage is excess of any other applicable insurance or indemnity available to you. Coverage is limited only to those amounts not covered by any other insurance or indemnity. In no event will this coverage apply as contributing insurance. This "noncontribution" clause will take precedence over a similar clause found in other insurance or indemnity language.

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

The following items are excluded from coverage under the group policy:

- Eligible cellular wireless telephone accessories other than the standard battery and standard antenna



provided by the manufacturer;

- Eligible cellular wireless telephone purchased for resale or for professional or commercial use;
- Eligible cellular wireless telephones that are lost or mysteriously disappear;
- Eligible cellular wireless telephones under the care and control of a common carrier, including, but not limited to, the U.S. Postal Service, airplanes or delivery service;
- Eligible cellular wireless telephones stolen from baggage unless hand-carried and under the **eligible person's** supervision or under the supervision of the eligible person's traveling companion who is previously known to the eligible person;
- Eligible cellular wireless telephones stolen from a construction site;
- Eligible cellular wireless telephones which have been rented or leased from a person or company other than a cellular provider;
- Eligible cellular wireless telephones which have been borrowed;
- Eligible cellular wireless telephones that are received as part of a pre-paid plan;
- Cosmetic damage to the eligible cellular wireless telephone or damage that does not impact the eligible cellular wireless telephone's ability to make or receive phone calls (including minor screen cracks and fractures less than 2 inches in length that do not prevent the ability to make or receive phone calls or to use other features related to making or receiving phone calls);
- Damage or theft resulting from abuse, intentional acts, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion or insurrection), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects or vermin;
- Damage or theft resulting from mis-delivery or voluntary parting from the eligible cellular wireless telephone;
- Replacement of eligible cellular wireless telephone(s) purchased from anyone other than a cellular service provider's retail or internet store that has the ability to initiate activation with the cellular service provider;
- Taxes, delivery or transportation charges or any fees associated with the service provided; and
- Losses covered under a warranty issued by a manufacturer, distributor or seller.

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

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

- Call **1-800-Mastercard** or go to [www.mycardbenefits.com](http://www.mycardbenefits.com) to open a claim. You must report the claim within 90 days of the loss, or as soon as reasonably possible, or the claim may not be honored. Upon receipt of a notice of claim, we will provide you with the necessary instructions for filing proof of loss. Written proof of loss must be submitted to our administrator within 120 days of the loss or the claim may not be honored. Required documentation may include but is not limited to the following:
- Your card statement reflecting the monthly eligible cellular wireless telephone payments for the month preceding the date the eligible cellular wireless telephone was stolen or suffered damage;
- A copy of your current wireless service provider's billing statement;
- If a claim is due to damage, a copy of the repair estimate and photos of the damage;
- If the claim is due to theft, a copy of the police report filed within 48 hours of the theft; and
- Any other documentation or information reasonably requested by us to support the claim.

**Please see the 'Legal Disclosure' section for all disclosures for this benefit.**

## 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.

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

## Legal Disclosure

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract. Benefits are provided to you, the accountholder, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

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

**Effective date of benefits:** Effective October 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, unless otherwise noted. 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 cardholder 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 herein.

**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:** Any coverage benefits hereunder shall be void if the cardholder has concealed or misrepresented any material facts concerning this coverage.

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

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

relating to this EOC and all transactions contemplated by this EOC, including, without limitation, the validity, interpretation, construction, performance and enforcement of this EOC.

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

**Subrogation:** If payment is made under these benefits, we are entitled to recover such amounts from other parties or persons. Any party or cardholder 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, or these rights will be recovered from the cardholder.

**Salvage:** If an item is not repairable, our administrator may request that you and/or the cardholder send the item to our administrator for salvage at your and/or cardholder's expense. Failure to remit the requested item for salvage to our 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. Coverage 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 any any master insurance policy(ies) or group policy or actual offering shall control. Provision of services is subject to availability and applicable legal restrictions. The Guide to Benefits contains the entire agreement between You and Us. Representations or promises made by anyone that are not contained in the Guide to Benefits are not a part of your coverage.

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



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

