# SCHOOLSFIRST

# Mastercard<sup>®</sup> Guide to Benefits for Credit Cardholders

# SchoolsFirst FCU Rewards Credit Card (World Mastercard + MasterRental)

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

This Guide to Benefits contains detailed information about insurance and other 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. Refer to the Definitions section below.

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

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

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

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

**Covered Card** means the active and valid Mastercardbranded payment card.

**Evidence of Coverage (EOC)** means this document describing the terms, conditions and exclusions of coverage.

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

**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 the entire document carefully to determine all rights and duties and what is and is not covered.

# Key Terms

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 15 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 15 consecutive days. Rental periods that exceed or are intended to exceed 15 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 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 20 years old or have not been manufactured for at least 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.
- 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 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. 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 agency's purchase invoice less salvage and depreciation.
- The contractual liability assumed by you or an authorized driver of the rental vehicle.
- 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 15 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** to initiate a claim. You must report the claim within 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 180 days of the incident or the claim will not be covered:
- o Receipt showing the vehicle rental charge.
- o Statement showing the vehicle rental charge.
- o The rental agreement (front and back).
- o Copy of your valid driver's license (front and back).
- o Copy of the declarations page of any personal vehicle liability insurance policy and/or other valid insurance or coverage.
- o Police report when the vehicle is stolen, vandalized (regardless of the damage), or involved in a collision that requires the vehicle to be towed, in a multi-vehicle collision, or the vehicle is not drivable.
- o Itemized repair estimate from a factory registered collision repair facility.
- o Copy of any vehicle rental company promotion/discount if applicable.
- o Copy of the vehicle rental location class specific fleet utilization log if loss of use charges are being claimed. You must secure this log from the rental agency.
- o Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

# Legal Disclosure

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

# 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** for information on how to avail the offers.

# Terms & Conditions:

Visit **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 (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 card cardholders in the U.S. are eligible for this coverage. Enrollment is required.

# Service Provider:

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

# Access:

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

**Charges:** There is no charge for ID Theft Protection; it is provided by your financial institution.

# Program Provisions for Mastercard ID Theft Protection:

To receive ID Theft Protection, you must enroll as described above. 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 30 days in advance. If the provider nonrenews 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.
- Hacktivist 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.
- Driver's Licenses.
- National Identity Numbers/Social Security Numbers.
- New Lines of Credit.
- •Address Changes.

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

**Self-Service ID Theft Resolution Kit** is a self-service resolution document which informs 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<sup>\*</sup>. Get the most from all your travels whether you are planning a last-minute getaway or your dream family vacation. As a Mastercard<sup>®</sup> cardholder, you have access to a lifestyle manager who 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<sup>\*\*</sup> and Mastercard Hotel Stay Guarantee<sup>\*\*\*</sup> which deliver value and peace of mind.

\*Travel & Lifestyle Services are provided by Ten LifestyleGroup 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 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<sup>™</sup> provides worldwide, 24-hour assistance with **Lost and Stolen Card Reporting.** 

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:

Australia1-800-120-113	Mexico001-800-307-7309
Austria 0800-070-6138	Netherlands 0800-022-5821
France 0-800-90-1387	Poland 0-0800-111-1211
Germany0800-071-3542	Portugal 800-8-11-272
Hungary06800-12517	Spain
Ireland 1-800-55-7378	United Kingdom0800-96-4767
Italy800-870-866	Virgin Islands1-800-307-7309

For additional information, or for country-specific, toll-free telephone numbers not listed above, visit our website at **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<sup>®</sup>, Maestro<sup>®</sup> and Cirrus<sup>®</sup> brands. Also, visit our website at **www.mastercard.com** to use our ATM locator.

You can get cash at over 2 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/airportconcierge** or consult your Travel Advisor.

This benefit may be subject to change without prior notice. Please visit **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.

# 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 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 under the Group Policy (hereinafter 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 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 benefits you were eligible for prior to the date of such terminations, cancellation or non-renewal, subject to the terms and conditions of coverage herein.

**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 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 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 us and/or our **administrator**.

**Misrepresentation and Fraud:** Any coverage benefits hereunder shall be void if the cardholder has concealed or misrepresented any material facts concerning this coverage. See complete fraud warnings below.

**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 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 EOC 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 EOC. In that event, all other provisions of this EOC shall remain valid and enforceable.

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

This EOC is intended as a summary of services, benefits, and coverages and in case of a conflict between the EOC and any master insurance policy(ies) shall control. Provision of services is subject to availability and applicable legal restrictions.

The EOC contains the entire agreement between You and Us. Representations or promises made by anyone that are not contained in the EOC are not a part of your coverage.

> 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.

