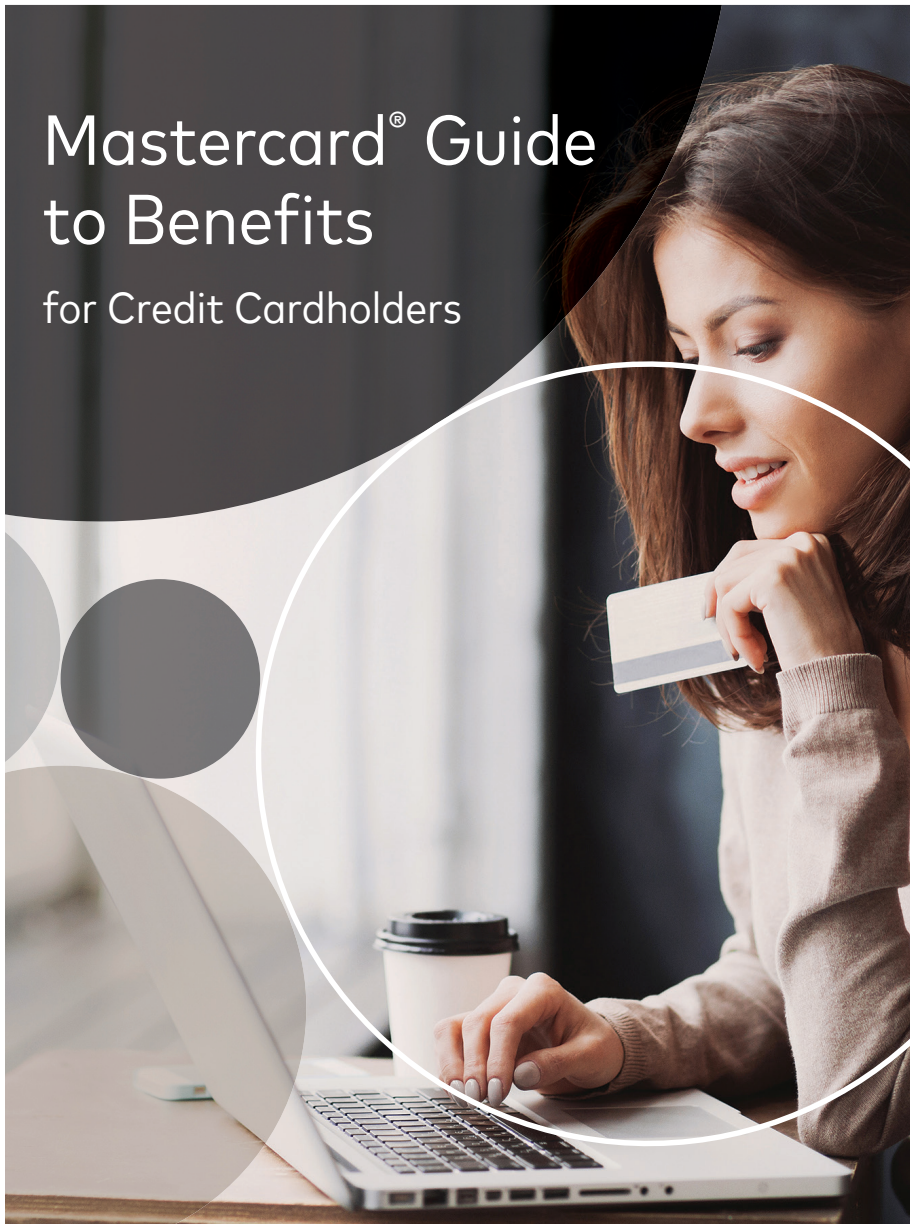


Mastercard® Guide to Benefits

for Credit Cardholders



First National Bank Alaska Mastercard Cardholder Core Credit Benefits + MasterRental + Travel Assistance Services

Important information. Please read and save.

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

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

"Card" refers to 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 resident and indicated on the rental agreement.

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

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

Covered card means the active and valid Mastercard-branded 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 of 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 fifteen (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 fifteen (15) consecutive days. Rental periods that exceed or are intended to exceed fifteen (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 full-size vans mounted on truck chassis (including, but not limited to, Ford EconoVan), cargo vans, campers, off-road vehicles, and other recreational vehicles.
- Trailers, motorbikes, motorcycles, and any other vehicle having fewer than four (4) wheels.
- Antique vehicles (vehicles that are more than twenty (20) years old or have not been manufactured for at least ten (10) years), or limousines.

F. Where you are covered:

Coverage is available worldwide; 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 agencies 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 fifteen (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 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 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:
 - 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.

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 (visas, passports), immunizations or currency exchange rates. The exchange rate provided may differ from the exact rate that issuers use for transactions on your card. Information on exchange rates for items billed on your statement should be obtained from the financial institution that issued your card. MasterTrip will also help you locate any lost or stolen travel materials, including luggage. This is not an insurance policy for lost/stolen luggage and we do not reimburse you for a permanent loss.

If you have a travel emergency and need cash, MasterTrip can arrange to transfer up to \$5,000 from a family member, friend, or business account.

This service does not provide maps or information regarding road conditions.

Travel Services Medical Assistance

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

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

MasterLegal® Referral Service

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

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

Master RoadAssist® Roadside Service

(Available only when traveling in the 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 (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 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://mastercard.us.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**.

Mastercard Global Service

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

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

make purchases or arrange for a cash advance, with your issuer's approval, you can receive a temporary card the next day in the United States, and within two business days almost everywhere else.

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

In the United States (including all 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 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 to use our ATM locator.

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

Mastercard Airport Concierge™

Your passport to the finer side of air travel.

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

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

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

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

Cancellation: The Policyholder 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 fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the cardholder shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your 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.**

