

Capital One Debit Mastercard

Important information. Please read and save.

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

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

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

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To file a claim, call **1-800-Mastercard: 1-800-627-8372**, or **en Español: 1-800-633-4466**.



Key Terms

Key Terms:

Throughout this document, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to New Hampshire Insurance Company, an AIG company, Inc. (Except for Satisfaction Guarantee refer to AIG Warranty Guard, Inc.).

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

Auction (online or live) means a place or Internet site where items are sold through price bids, price quotes; or where prices fluctuate based on the number of people purchasing, or interested in purchasing a product. (Examples include, but are not limited to, Ebay, Ubid, Yahoo, public or private live **auctions**, etc.).

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

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

Covered Card means the Mastercard card.

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

Non-auction Internet Advertisements means advertisements posted on the Internet, by a non-Auction Internet merchant with a valid tax identification number. The advertisement must have been posted within sixty (60) days after the date you purchased the product and must be for the identical item (advertisement must verify same manufacturer and model number). The printed version of the Internet advertisement must include the merchant's Internet address and customer service telephone number, as well as the item including manufacturer, model number, sale price and date of publication.

Printed Advertisements means advertisements appearing in a newspaper, magazine, store circular, or catalog which state the authorized dealer or store name, item (including make, model number), and sale price. The advertisement must have been published within sixty (60) days after the date you purchased the product and must be for the identical item (advertisement must verify same manufacturer and model number).

Mastercard ID Theft Protection™

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

Eligibility: All Mastercard cardholders in the US are eligible for this coverage. Enrollment is required.

Service Provider: ID Theft Protection is provided by Iris® Powered by Generali. 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.

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

Contact: 1-800-Mastercard if you believe you have been a victim of identity theft.

Program Provisions: To receive ID Theft Protection, you must enroll as described above and such benefits related to ID Theft Protection accrue as of the date of enrollment.

Mastercard ID Theft Protection is governed by the terms provided in this Guide to Benefits and the Terms and Conditions and Terms of Service available at https://mastercardus.idprotectiononline.com/. The terms and conditions contained in this Guide to Benefits may be modified by subsequent mailings, statement inserts, or statement messages.

Mastercard or your financial institution can cancel or non-renew these services, and if we do, we will notify you at least thirty (30) days in advance. If the provider non-renews or cancels any services provided to eligible Mastercard cardholders, you will be notified within 30–120 days before the expiration of the service agreement. In the event substantially similar service takes effect without interruption, no such notice is necessary.

For general questions regarding these services, please contact **1-800-Mastercard** or please see **https://mastercardus.idprotectiononline.com/**.

ID Theft Protection Services Provided:

1. IDENTITY AND FRAUD THREAT DETECTION

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 webpages people can visit without third parties being able to trace the location of the web visitors or the webpage 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. SUSPICIOUS ACTIVITY ALERTS

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

3. SELF-SERVICE RESOLUTION OR SPECIALIST SUPPORT

Self-Service ID Theft Resolution Kit is self-service resolution document 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.

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 twelve (12) months or less.

B. The kind of coverage you receive:

- Extended Warranty doubles the original manufacturer warranty up to a maximum of twelve (12) months on most items you purchase. For products with multiple warranty components, each warranty time period will be extended up to a maximum of twelve (12) 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 twelve (12) months or less on your item, we will cover up to an additional twelve (12) 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 twelve (12) 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 twelve (12) 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 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 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:

- 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 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:
- o Receipt showing covered item(s).
- o Statement showing covered item(s).
- o Itemized purchase receipt(s).
- o Original manufacturer's (or U.S. store brand) warranty.
- o Service contract or optional extended warranty, if applicable.
- o 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.

Satisfaction Guarantee

The Legal Disclosure is part of this agreement.

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:

- Purchases you make entirely with your covered card are covered for sixty (60) days from the date of purchase as indicated on your receipt for a full refund in the event that you are dissatisfied with your purchase and the store will not accept the item for return.
- 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.

C. Coverage limitations:

- Coverage is limited to the actual cost of the item (excluding taxes, storage, shipping, and handling costs), up to \$250 per claim. In no event will we pay more than the purchase price of the item.
- Items must be returned undamaged, in good working condition, and in its original and complete packaging. You are responsible for all mailing costs.

D. What is NOT covered:

- Damaged, defective, or non-working items.
- 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.
- Customized/personalized, rare, one of a kind, or special order items.
- Professional services, including workmanship, installation, professional advice/counseling, and technical support, or help line.
- Items purchased for resale, professional, or commercial use.
- Plants, shrubs, animals, pets, consumables, and perishables.
- All types of stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, audio cassettes).
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- 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.
- Shipping charges, taxes, storage fees, postage, transportation and delivery charges; promised time frames of delivery.
- Products purchased at auctions.

E. How to file a claim:

Call **1-800-Mastercard** or go to **www.mycardbenefits.com** to initiate a claim. You must report the claim within sixty (60) days of the date of purchase or the claim may not be honored.

- Submit the following documentation within one hundred and eighty (180) days of the date you report the claim:
- o Receipt showing the purchased item(s).
- o Statement showing the purchased item(s).
- o Itemized purchase receipt(s).
- o Written documentation from the store manager or equivalent on store letterhead documenting the refusal to accept the returned item.
- o A copy of the store's return policy.

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

You must send the item to us or our administrator before any claim will be paid. Item must be returned in its original packaging along with the original owner's manuals and warranty information. You are responsible for all mailing or shipping costs to us or our administrator. Items sent to us or our administrator will not be returned to you.

Price Protection

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.

You must see either a **printed advertisement** or **non-auction Internet advertisement** for the same product (advertisement must verify same manufacturer and model number) for a lower price within sixty (60) days from the date of purchase as indicated on your receipt.

B. The kind of coverage you receive:

- Purchases you make entirely with your **covered card** are covered for sixty (60) days from the date of purchase as indicated on your receipt for the difference between the price you paid and the lower price advertised.
- 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 including benefits provided by the retailer (including, but not limited to, refunds, exchanges, and store credits). Coverage is limited to only those amounts not covered by any other insurance or coverage, or retailer benefits (including, but not limited to, refunds, exchanges, and store credits).

C. Coverage limitations:

• Coverage is limited to the difference between the actual cost of the item (excluding taxes, storage, shipping, and handling costs) and the advertised lower price, up to \$250 per claim. There is a maximum of four (4) claim(s) per **cardholder** account per twelve (12) month period.

D. What is NOT covered:

- Any item purchased from an Internet site whose primary purpose is not the sale of the item or related items.
- Items purchased for resale, rental, professional, or commercial use.
- 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.
- Customized/personalized, one-of-a-kind, or special-order items.

- Layaway items; items returned to any store.
- Any items purchased from an auction.
- Items for which the **printed advertisement** or **non-auction Internet advertisement** containing the lower price was published after sixty (60) days from the date you purchased the item.
- Items advertised or shown as price quotes, bids or final sale amounts from a non-**auction** Internet site.
- Items advertised in or as a result of "limited quantity," "going out-ofbusiness sales," "close out", or as "discontinued".
- Printed advertisements or non-auction Internet
 advertisements that display pricing lower than your purchased
 item due to rebates, special offerings, bonuses, free items/
 giveaways, manufacturer's coupons, or special financing.
- Professional services, including workmanship, installation, professional advice/counseling, and technical support, or help line.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, structures, or home improvement.
- Game animals, pets or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- 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.
- Differences in price due to sales tax, storage, shipping, handling, postage, transportation, and delivery.
- Differences in price due to foreign exchange rates or fluctuation in foreign exchange rates.

E. How to file a claim:

For a Printed Advertisement:

- Visit **www.mycardbenefits.com** or call **1-800-Mastercard** to open a claim. You must report the claim within one hundred twenty (120) days of the incident or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the advertisement's publication:
- o A copy of the **printed advertisement** that shows the date of the advertisement, retailer name, the product (advertisement must verify same manufacturer and model number), and sale price.
- o Receipt showing the item(s) was purchased.
- o Statement showing item(s) purchased and use of accumulated points.
- oltemized purchase receipt(s).
- o Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

For a Non-Auction Internet Advertisement:

- Visit www.mycardbenefits.com or call 1-800-Mastercard to open a claim. You must report the claim within one hundred twenty (120) days of the incident or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the advertisement's publication:
- oA copy of the non-**auction** advertisement that shows the date of the advertisement, website address, retailer name, the product (advertisement must verify same manufacturer and model number), sale price, and, if applicable, shipping, handling and other charges.
- o Receipt showing the item(s) was purchased.
- oStatement showing item(s) purchased.
- oltemized purchase receipt(s).
- o Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

Mastercard Global Service

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

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

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

In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call **1-800-307-7309**. When out-of-country and in need of assistance, you can easily reach a specially trained Mastercard Global Service Representative who can help you 24 hours a day, 365 days a year, in any language.

You can call toll-free from over 80 countries worldwide. Some of the key toll-free Mastercard Global Service telephone numbers are:

1-800-120-113	Mexico 001-800-307-7309
0800-070-6138	Netherlands0800-022-5821
0-800-90-1387	Poland0-0800-111-1211
0800-071-3542	Portugal800-8-11-272
06800-12517	Spain900-822-756
1-800-55-7378	United Kingdom 0800-96-4767
800-870-866	Virgin Islands 1-800-307-7309
	0800-070-6138 0-800-90-1387 0800-071-3542 06800-12517 1-800-55-7378

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 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** are governed by the Group Policy.

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

Cancellation: The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all **cardholders**. If the Policyholder does cancel these benefits,

you will be notified in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

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

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

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

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

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

state of New York (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this EOC and all transactions contemplated by this EOC, including, without limitation, the validity, interpretation, construction, performance and enforcement of this EOC.

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

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

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

Other Insurance: Coverage is secondary to and in excess of any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

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

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

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

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

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.

