

Guide to Benefits

BMO Harris Bank Business Platinum Mastercard®

BMO Harris Bank Business Platinum Rewards 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.

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.

Account holder means a person to whom an eligible account is issued and who holds the eligible account under his or her name.

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

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 and is in good standing.

Covered card means the active and valid Mastercard-branded payment card.

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

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

Eligible cellular wireless telephones means the cellular telephones associated with the primary line and up to the first four secondary, additional or supplemental lines on the eligible person’s monthly billing statement from a cellular provider for the billing cycle preceding the month in which the theft or damage occurred.

Eligible person means a cardholder who charges his or her monthly bill for an eligible cellular wireless telephone to his or her covered card. No person or entity other than the eligible person(s) described shall have any legal or equitable right, remedy or claim for the insurance proceeds arising out of this coverage.

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

Group Policy means the Cellular Protection Insurance Policy entered between New Hampshire Insurance Company, an AIG Company, and Mastercard Insurance Master Trust, which is the subject of this Guide to Benefits.

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

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

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

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

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

MasterRental Insurance Coverage

Evidence of Coverage

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

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

A. To get coverage:

The rental vehicle must be rented primarily for business purposes, and 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 when coverage is secondary. You must rent the vehicle in your own name and sign the rental agreement. Your rental agreement must be for a rental period of no more than thirty-one (31)

consecutive days. Rental periods that exceed or are intended to exceed thirty-one consecutive days are not covered.

B. The kind of coverage you receive:

We will pay for the following on a primary 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.
- Theft or damage to personal effects in transit in the rental vehicle or in any building en route during a trip using the rental vehicle. You must first file under other applicable insurance (e.g., home or business), and then we'll cover whatever is not covered by your insurance under our Secondary Personal Effects Insurance. Maximum coverage per rental period is \$1,000 per covered person, per occurrence. The total benefits per rental period cannot exceed \$2,000.

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

C. Coordination of Benefits:

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

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

If you or an authorized driver's primary auto insurance or other coverage has made payments for a covered loss, we will cover your deductible and any other eligible amounts, described 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 insurance policy liability section may not be subject to a deductible, which means that you may not receive any benefits from this program. Contact your insurance provider for full coverage details pertaining to your personal vehicle liability insurance policy (or similar coverage).

- If the vehicle is rented primarily for business purposes or outside the cardholder's domiciled country, coverage is considered primary coverage.

D. Who is covered:

The covered card cardholder and those designated in the rental agreement as authorized drivers. You, your associates, and immediate family are covered by Secondary Personal Effects Insurance subject to the limits expressed above.

E. Excluded rental vehicles:

- 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 not available in countries where:

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

G. Coverage limitations:

We will pay the lesser of the following:

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

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

- Personal Effects Insurance does not cover animals, automobile equipment, motorcycles, boats, motors, sporting equipment, personal computers, household furniture, contact lenses, hearing aids, artificial teeth and limbs, currency, coins, deeds, bullion, stamps, securities, tickets, documents, perishables, delays, loss of market, or indirect or consequential losses or damages of any kind.
- Vehicle keys or rental company 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 that what is specifically covered under rental agreement.
- Any violation of the written terms and conditions of the rental agreement.
- Any loss that occurs while driving under the influence of drugs or alcohol.
- Any loss associated with racing or reckless driving.
- Losses involving the theft of the rental vehicle when you or an authorized driver cannot produce the keys to the rental vehicle at the time of reporting the incident to 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.
- Any damage that is of an intentional or non-accidental nature, caused by you or an authorized driver of the rental vehicle.
- Depreciation, diminishment of value, administrative, storage, or other fees charged by the vehicle rental company.
- Vehicles with a rental agreement that exceeds or is intended to exceed a rental period of thirty-one (31) consecutive days from a rental agency.
- Losses resulting from any kind of 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, 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.
- Rentals made on a monthly basis.
- Items not installed by the original manufacturer.
- 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).
- Leases or mini leases.
- Indirect or direct damages resulting from a covered claim.
- Charges for gasoline or airport fees.

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.

I. How to file a claim:

- Visit **www.mycardbenefits.com** or call **1-800-Mastercard** to open a claim. You must report the claim within sixty (60) days of the failure 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.
- Submit the following documentation within one hundred and eighty (180) days of the incident or the claim may not be honored:
 - Receipt showing the vehicle rental charge.
 - Statement showing the vehicle rental charge.
 - The rental agreement (front and back).

- Copy of Your valid driver's license (front and back).
- Copy of the declarations page of any primary vehicle insurance and other valid insurance or coverage if applicable.
- 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.
- Police report detailing the theft of personal items.
- Replacement receipt for personal effect items.
- Itemized repair estimate from a factory registered collision repair facility.
- Copy of the vehicle rental company promotion/discount, if applicable.
- Copy of the vehicle rental location class specific fleet utilization log, if loss of use charges are being claimed. You must secure this log from the rental agency.
- Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

Purchase Assurance Coverage

Evidence of Coverage

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

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

A. To get coverage:

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

B. The kind of coverage you receive:

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

C. Coverage limitations:

- Coverage is limited to the lesser of the following:
- The actual cost of the item (excluding delivery and transportation costs).
- A maximum of \$10,000 USD per loss and a total of \$50,000 USD per cardholder account per twelve (12) month period.
- Purchases that are made up of a pair or set will be limited to the cost of repair or replacement of the specific item stolen or damaged. If the specific item cannot be replaced individually or repaired, the value of the pair or set will be covered not to exceed the limits above.
- Coverage for stolen or damaged jewelry or fine art will be limited to the actual purchase price as listed on your credit card statement, regardless of sentimental or appreciated market value.

D. What is NOT covered:

- Items left in public sight, out of arm's reach, lacking care, custody or control by the cardholder.
- Lost items, and items that mysteriously disappear (the only proof of loss is unexplained or there is no physical evidence to show what happened to the item) without any evidence of a wrongful act.
- Items that are stolen from any location or place (including, but not limited to, exercise facilities, places of employment, schools, or places of worship) due to the lack of due diligence by you or another party.
- Items lost, stolen, damaged, or mis-delivered while under the care, custody, and control of another party or common carrier (including, but not limited to, airlines, the U.S. Postal Service, UPS, FedEx, or other delivery services).
- Losses due to normal wear and tear, misuse, gradual deterioration, and/or abuse.
- Losses resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Losses that cannot be verified or substantiated.
- Items covered by a manufacturer's recall or class action suit.
- Items that you damage through alteration (including, but not limited to, cutting, sawing, shaping).
- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Stolen items without a documented report from the police.
- Items that are damaged during transport via any mode.
- Items stolen from the interior or exterior of a watercraft/boat, aircraft, motorcycle, automobile or any other motor vehicles.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Motorized equipment not designed for transportation and used solely for the upkeep and maintenance of a residence is eligible for coverage (including, but not limited to, snow thrower, lawn mowers, and hedge trimmers).
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare, or precious metals, stamps, and coins, currency or its equivalent.
- Losses caused by insects, animals, or pets.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Items purchased for resale, rental, professional, or commercial use.
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods, or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, computer programs, operating software, and other software.

- Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Losses caused by liquids, fluids, oils, chemicals, or bodily fluids/excretions.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- Items stolen or damaged at a new home construction site.
- Rented, leased, or borrowed items for which you will be held responsible.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.

E. How to file a claim:

- Visit **www.mycardbenefits.com** or call **1-800-Mastercard** to open a claim. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the date you report the claim:
 - Repair estimate for damaged item(s).
 - Photograph clearly showing damage, if applicable.
 - Receipt showing purchase of covered item(s).
 - Statement showing purchase of covered item(s).
 - Report from police listing any items stolen.
 - Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renter's, or auto insurance policy).
 - Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

Extended Warranty 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 sixty (60) months or less.

B. The kind of coverage you receive:

- Extended Warranty doubles the original manufacturer's 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 USD, whichever is less.
- If either the original manufacturer's (or U.S. store brand) warranty or the service contract covers more than sixty (60) 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.

Note: Salvage may apply to this coverage; see the Legal Disclosures for details.

D. What is NOT covered:

- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a manufacturer's warranty (repair or replacement amount will not include market value at time of claim); recycled, previously owned, refurbished, rebuilt, or remanufactured items; product guarantees (e.g., glass breakage).
- Floor models that do not come with an original manufacturer's warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Parts, if purchased separately, may be covered.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items (examples: items wired directly to the electrical system or attached to the structure of the building), 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.
- Mechanical failures caused by lack of maintenance/service.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Physical damage to the item.
- Any exclusion listed in the original manufacturer's warranty.

E. How to file a claim:

- Visit www.mycardbenefits.com or call **1-800-Mastercard** to open a claim. You must report the claim within sixty (60) days of the failure or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days from the date of failure or the claim may not be honored:
 - Receipt showing covered item(s).
 - Statement showing covered item(s).
 - Itemized purchase receipt(s).
 - Original manufacturer's (or U.S. store brand) warranty.
 - Service contract or optional extended warranty, if applicable.
 - Itemized repair estimate from a factory authorized service provider.
 - Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

Mastercard Global Service

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

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

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-Mastercard (1-800-627-8372)**. 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 GlobalService 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 Easy Savings® Program

If you already receive all the automatic rebates in the Program and/or have already registered in the Program, the terms and conditions of this tier of the Program are outlined below:

Cardholder Terms & Conditions for Mastercard Easy Savings® Program - U.S. Small Business

Mastercard International Incorporated (“Mastercard”) is providing these Mastercard Easy Savings® Program - Terms and Conditions (“Terms and Conditions”) with respect to your U.S. Mastercard small business. Upon receipt or affirmative acceptance of these Terms and Conditions, you hereby accept the Terms and Conditions for the applicable Mastercard Easy Savings® Program - U.S. Small Business and/or the Mastercard Easy Savings® Program. You further accept these Terms and Conditions and ratify this acceptance by using, receiving or accepting any benefit of a rebate under the Program.

If you do not wish to participate in the Program, please contact your issuing bank.

These Terms and Conditions set forth the terms applicable to your use of the Program. The Program provides you with automatic rebates on eligible purchases from participating merchants in the United States if you use an eligible, enrolled Mastercard Small Business Card. Please read these Terms and Conditions carefully and keep them for your records.

In these Terms and Conditions, the words “you” and “your” mean the person or entity to whom a Card, as defined below, has been issued and any person or entity that you allow to use a Card, and the words “we,” “us” and “our” mean Mastercard. “Program Website” means www.easysavings.com for the Mastercard Easy Savings® Program - U.S. Small Business.

Participation: For Mastercard Easy Savings® Program - U.S. Small Business only: If you have been notified by the issuer that issued your Mastercard Small Business Card that your Mastercard Small Business Card has been automatically enrolled in the Program, you may participate in the Program effective as of the date indicated in the notification from the issuer. You may also go to www.easysavings.com and register to receive program updates, and see your and/or your employees’ card rebates at that site.

The Program is available only to **cardholders** using eligible, enrolled Small Business Cards, as applicable, issued by BMO Harris Bank N.A. You must be enrolled in the Program prior to using a Card at a Merchant, as defined below, or to receive the rebate benefits of the Program.

If you access the Program Website or use the Program, you also accept the Terms and Conditions as posted on the Program Website and as posted at:

For Mastercard Easy Savings® Program - U.S. Small Business:

http://www.Mastercard.com/easysavings/common/en_US/termsconditions.html, as may be amended from time to time.

If you request a user ID to access rebate information on the Program Website, we may need to validate your Card in order to ensure that you can receive applicable rebates and as part of this validation an authorization hold of \$1 may appear on your account information. Once the validation is confirmed, usually within 2-7 days, this authorization hold will be removed from your account.

Your Data: You agree to the terms of the Program’s privacy notice as posted at <https://www.Mastercard.com/us/business/en/common/privacypolicy.html>, as may be amended from time to time. You acknowledge and agree that your issuing bank and Mastercard may share and use data regarding you, your personnel and such Card usage with each other and with third parties, such as Merchants and service providers, to operate the Program and for internal operational purposes, including, but not limited to, sending you and your personnel emails regarding the Program.

Merchant Offers: Merchants that are participating in the Program (“Merchant(s)”) may provide offers for rebates on purchases of goods or services (“Offers”) at participating Merchant locations for Cards. The amount of any rebate and other terms and conditions applicable to a rebate will be determined by the Merchant, and are subject to change at any time and without notice. Please refer to any disclosures provided by your issuing bank and the Program Website for any details on any Offer terms and conditions. Offers may be redeemed only at participating Merchant locations. See the Program Website for the latest information on available Offers. Certain issuers may restrict your access to: (i) or the ability to make purchases from, certain Merchants; (ii) certain Offers; or (iii) certain elements of the Program for other purposes. Please refer to the Offer details provided by your issuing bank, the Program Website, and/or the Offer details below for the latest information on available offers.

Offer Acceptance: When you purchase goods or services using a Card from a participating Merchant, you will receive a rebate on your purchase, subject to any terms and conditions of the Offer and provided that the purchase

transaction: (a) originated in the United States, (b) is authorized, settled and cleared through the Mastercard Global Clearance and Processing System, and (c) is not a PIN-based transaction. The rebate will not appear on your receipt at the point of sale. The form of the rebate may be a credit to your Card account or the rebate may be in another form, as determined by the Issuer. If a rebate is credited to your Card account, please note that it might not appear on the same statement as the related purchase. There may be a delay of up to one statement cycle in crediting a rebate. Please note that rebates will be based on the standard currency related to your Card.

Reversals: All or a portion of a rebate may be reversed in certain circumstances, including without limitation, upon a return, dispute, adjustment, or fraudulent card activity.

Disclaimer of Liability: Our role under the Program is limited to processing information regarding Offers on behalf of Merchants and the issuing banks. We are not responsible for any Offers or rebates, your ability to use Offers or rebates, the crediting of any rebates to your Card account, reversals of Offers or rebates, accuracy or completeness of information about Offers or rebates, or any acts or omissions of the issuing banks or Merchants. We provide the Program on an "AS IS" basis, and we disclaim any and all warranties, including without limitation, any warranties of merchantability or fitness for a particular purpose, except as required by applicable law. We are not liable to you for any damages that you suffer in connection with your participation in the Program, unless the damage results directly from our failure to perform the express obligations under these Terms and Conditions. We and our affiliates, our respective directors, officers, employees, agents, and successors and assigns, are not responsible, and shall not be liable for, any direct, indirect, special, incidental, or consequential damages (including lost profits). Without limiting the foregoing, we are not responsible for any Card account fees or penalties that you incur on your Card, including fees and penalties that may result from rebate reversals. Any tax liability resulting from your participation in the Program shall be your sole responsibility, and not our responsibility or the responsibility of any Merchant or the issuing bank. Merchants or the issuing bank may report information regarding the Program and your participation in it to tax authorities. Merchants and the issuing bank may not vary these Terms and Conditions as applied to the relationship between you and us and may not make any commitments that are binding on us.

Program Information: By registering on the easysavings.com site, you agree to receive Program information via email and to advise us of any change in your email address by providing updated information via the Program Website. Please note that we will use information regarding purchase transactions initiated with your enrolled Card(s) to provide you with reports via the Program Website as well as for other purposes as determined by Mastercard.

Termination: You may terminate your participation in the Program at any time by notifying your issuing bank. There may be a delay of up to 30 days in effecting such termination, and reversals or adjustments of rebates may continue after termination, as determined in our discretion. We or your issuing bank may terminate your participation in the Program at any time, without notice unless required by law. We reserve the right to add or terminate any participating Merchant or any Offer without notice. Any terms, which by their nature should survive the termination of these Terms and Conditions, shall survive.

Change of Terms: We can add to, delete from, or change (each, a “change”) the terms of these Terms and Conditions and/or the Program at any time. We will notify you of changes by posting the revised terms and conditions on the Program Website.

Questions Regarding the Program: You should direct any questions related to the Program, Offers, any Program restrictions, or rebates to your issuing bank.

Disputes: Any disputes regarding Offers or rebates, or your ability to participate or receive them, may be determined by us, by your issuing bank, or Merchants. That resolution will be final and binding on you.

Additional Terms: Your issuing bank and Merchants may impose additional terms on your participation in the Program. These Terms and Conditions are in addition to, and do not amend or replace, your card agreement with your issuing bank.

Miscellaneous: These Terms and Conditions will be governed by the laws of New York State, without regard to conflict of law principles. Any dispute arising out of or in connection with the interpretation or performance of these Terms and Conditions, that is not settled in accordance with the section of these Terms and Conditions entitled “Disputes”, shall be finally settled by the Courts located in the City and State of New York, which shall have exclusive jurisdiction. YOU AND WE HEREBY WAIVE ANY RIGHT TO A JURY TRIAL. You may not assign your rights under these Terms and Conditions. We may assign our rights and obligations at any time. The invalidity of any provision of these Terms and Conditions will not affect the validity of the remaining portions. Any waiver by us of our rights under these Terms and Conditions is binding only if in a writing signed by us. The use of your issuing bank and Merchant names and logos in the Program is by permission only.

Mastercard Easy Savings® Program U.S. Small Business – Participating Merchants Offer Details: Restrictions, conditions, and limitations apply. Visit the Merchant detail pages at www.easysavings.com for more details. © Mastercard, Mastercard Easy Savings Program and the Mastercard brand marks are registered trademarks of Mastercard International Incorporated. All third-party product and service names referenced herein are trademarks of their respective owners.

Mastercard ID Theft Protection™ (IDT)

Program Description:

Mastercard ID Theft Protection 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 prevents identity theft by monitoring the Internet, indexed and not, searching for compromised credentials and potentially damaging use of cardholders’ personal information in order to detect fraud at its inception.

Eligibility:

All Mastercard Small Business 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 theft 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 theft practices.

Identity Monitoring: IDT searches the internet to detect compromised credentials and potentially damaging use of cardholders' personal information, and alerts them via email so that they 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
- Bank Accounts
- Passport number
- Medical insurance cards
- Web logins; username & password
- Loyalty cards
- Affinity cards
- Drivers' license
- Vehicle Insurance cards
- Social Security Number

Mastercard is offering cardholders the above-mentioned protections through Iris OnWatch, Generali Global Assistance's proprietary internet surveillance technology that proactively detects the illegal trading and selling of personally identifiable information (PII) online. At any point in time, Iris is tracking thousands of websites and millions of data points, and alerting cardholders whose personal information they find has been compromised online. This information is being gathered in real-time so that Cardholders have the opportunity to react quickly and take the necessary steps to protect themselves.

Resolution Services: Cardholders will have access to a team of identity theft resolution specialists, available 24 hours a day, 365 days a year to help resolve cardholders' identity theft incidents 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 give 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, Social Security card, and passport. **Travel Arrangements:** Cardholders are provided assistance with making travel arrangements, including airline, hotel, and car rental reservations. This service is available when an ID theft event occurs more than 100 miles away from the cardholders' primary place of residence.

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.

Financial Account Takeover: IDT monitors cardholder's highrisk transactions with more than 300 of the nation's largest companies to uncover and thwart account takeover attempts.

Monitored transactions include:

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

An alert is sent to the cardholder if a series of knowledgebased authentication questions are used to authenticate the account's user. To take advantage of this service, the cardholder must enter the accounts they wish to protect on the dashboard.

URL and Domain Monitoring: IDT identity monitoring services are enhanced by adding URL and Domain monitoring to the existing list of monitored items. URL and Domain monitoring searches for cardholders' business URL and domain within corporate data breaches, malicious third-party botnets, and criminal forums.

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

Charges:

There is no charge for these services, they are provided by BMO Harris Bank N.A.

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**.

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 vehicles-in-tow. 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 Mobile Receipt Management

Program Description:

Mastercard offers a free Mobile Receipt Management application for all Small Business Credit cardholders in the United States. Business owners and employees can snap photos of receipts to store them securely in the cloud. This will help businesses to better understand their expenses and manage their financial health. Receipts are foundational to better cash management for small businesses and the Mastercard Mobile Receipt Management app helps them categorize expenses (including personal vs. business), attach detailed notes, easily export data, and view clear reporting. Sort and view stored receipts based on merchant name, purchase date, amount, or expense category. Once the information is in the system, easily export your receipt images and/or the associated expense data to share with a bookkeeper or accountant.

Eligibility and Activation:

To use the Mastercard Mobile Receipt Management app, simply download the free iOS or Android version from the Apple or Google app store. Then use your valid Mastercard Small Business Credit card (issued by a U.S. financial institution) to activate the mobile app.

Intuit QuickBooks® Online Discount

Program Description:

QuickBooks Online is accounting software for self-employed and small businesses designed to help manage sales and expenses, get invoices paid, accept payments and much more. With real-time, accurate data you can access anywhere, anytime, and with any device, you'll always know where you stand so you can focus on your business. Mastercard cardholders can sign up for a 30-day free trial and save up to 50% on QuickBooks Online products.

Eligibility:

To be eligible for a discount on Intuit QuickBooks Online, you must have a valid Mastercard Small Business Credit card issued by a U.S. financial institution. Trial and discount offers are valid for new QuickBooks Online subscriptions only.

How to use the Intuit QuickBooks® Online benefit:

Visit https://intuit.me/quickbooks_mc_bmoh and follow instructions to purchase the appropriate version of QuickBooks® Online for your business. Use your Mastercard Small Business Credit card to pay for your discounted purchase (discounts for new QuickBooks® Online customers only).

Terms and Conditions:

QuickBooks Terms of Service can be found at <https://quickbooks.intuit.com/global/terms-of-service/>.

Intuit TurboTax® Discount

Program Description:

TurboTax, the #1 best-selling tax preparation software, coaches consumers and small businesses step-by-step through their federal and state taxes, no previous tax knowledge needed. TurboTax guarantees 100% accurate calculations and your maximum tax refund, so you can be confident your taxes are done right. Mastercard cardholders can save up to \$20 on TurboTax federal products.

Discounts are applicable to TurboTax Online and TurboTax download versions:

- TurboTax Self-Employed uncovers industry-specific deductions personalized to you and your line of work
- TurboTax Business (download version) is designed for Partnerships, S Corps, C Corps, multi-member LLCs, trusts and estates
- TurboTax Live products offer real-time expert advice on demand and a final review of your return by a CPA or EA

Eligibility:

To be eligible for a discount on Intuit TurboTax, you must have a valid Mastercard Small Business credit card issued by a U.S. financial institution.

How to use the Intuit TurboTax benefit:

Visit <https://turbotax.com/affiliate/bmohmc> and follow instructions. Use your Mastercard Small Business credit card to pay for your discounted purchase.

Terms of Service and Guarantees:

TurboTax Terms of Service can be found at <https://turbotax.intuit.com/corp/terms-of-service.jsp> and TurboTax Product Guarantees and other important information are located at <https://turbotax.intuit.com/lp/yoy/guarantees.jsp>.

Cellular Wireless Telephone Protection

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

Evidence of Coverage

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

A. To get coverage:

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

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

B. The kind of coverage you receive:

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

C. Coverage limitations:

Coverage for a stolen or damaged eligible cellular wireless telephone is subject to the terms, conditions, exclusions, and limits of liability of this benefit. The maximum liability is \$600 per claim for World Mastercard, and \$1,000 per covered card per 12-month period. Each claim is subject to a \$50 deductible. Coverage is limited to two (2) claims per covered card per 12-month period. Coverage is excess of any other applicable insurance or indemnity available to you. Coverage is limited only to those amounts not covered by any other insurance or indemnity. In no event will this coverage apply as contributing insurance. This "noncontribution" clause will take precedence over a similar clause found in other insurance or indemnity language.

D. What is NOT covered

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

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

- Taxes, delivery or transportation charges or any fees associated with the service provided; and
- Losses covered under a warranty issued by a manufacturer, distributor or seller. In addition, we shall not be deemed to provide coverage and we shall not be liable to pay any claim or provide any benefit under the group policy to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us, our parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

E. How to file a claim

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

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

Account and Billing Information

Important: Contact BMO Harris Bank N.A. 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. BMO Harris Bank's phone number can be found on the back of your card or on your monthly billing statement. 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 are governed by the Group Policy.

Effective date of benefits: Effective December 7, 2022, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

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

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

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

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

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

arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

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

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

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

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

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

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

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

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

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



mastercard.

To file a claim, call **1-800-Mastercard: 1-800-627-8372**,
or en **Español: 1-800-633-4466**.
Visit our website at **www.Mastercard.com**.

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