The chart below identifies the specific benefits of each program at a glance.

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### Purchase Security

**Life is full of surprises...some good surprises; and some, not so good.**

For instance, Your son’s brand new iPad got soaked, in a sudden rainstorm at summer camp. But, You bought the item with Your card so, You may be covered. Purchase Security protects new retail purchases made with Your eligible Account and/or rewards program associated with Your covered Account within the first ninety (90) days from the date of purchase. To be eligible for this coverage, You need to purchase either a portion or the entire cost of the item using Your Account.

At the Benefit Administrator’s discretion, this benefit replaces, repairs, or reimburses You, up to the total purchase price of Your item for a maximum of ten thousand dollars ($10,000.00) per claim and fifty thousand dollars ($50,000.00) per cardholder, in the event of theft or damage. You are eligible for this benefit if You are a cardholder of an eligible card issued in the United States.

Gifts purchased for friends and family members may also be covered if they are purchased with Your covered Account and/or rewards program associated with Your covered Account.

#### Purchase Security covers

Eligible items of property purchased with Your Account and/or rewards program associated with Your covered Account are covered for theft or damage. Purchases made outside the United States are also covered as long as You purchased the item with Your covered Account and/or rewards program associated with Your covered Account.

### Purchase Security does not cover

- Animals and living plants
- Antiques or collectible items
- Boats, aircraft, automobiles, and any other motorized vehicles and their motors, equipment, or accessories, including trailers and other items towable or attachable to any motorized vehicle
- Broken items, unless the result of a covered occurrence
- Computer software
- Items purchased for resale
- Items that are lost, or that ‘mysteriously disappear,” meaning they vanished in an unexplained manner, with no evidence of wrongdoing by one person or several
- Items under the control and care of a common carrier (including the U.S. Postal Service, airlines, or a delivery service)
- Items in Your baggage (unless hand carried, or under Your supervision or that of a companion You know); includes jewelry and watches, among other things
- Theft or damage stemming from abuse, fraud, hostilities (war, invasion, rebellion, insurrection, terrorist activities, and more); confiscation by authorities (if contraband or illegal); normal wear and tear; flood, earthquake, radioactive contamination; damage from inherent product defects
- Theft or damage from misdelivery, or voluntarily parting with property
- Medical equipment
- Perishable or consumable items, including cosmetics, perfumes, rechargeable batteries, among others
- Real estate and items intended for real estate, including hard-wired and hard-plumbed items, garage doors and openers, ceiling fans, among other items
- Rented and leased items
- Traveler’s checks, cash, tickets, credit or debit cards, among other negotiable purchased instruments
- Items used or pre-owned (Refurbished items will not be considered used or pre-owned as long as accompanied by a warranty)

#### How will I be reimbursed?

Once You've met the conditions of this benefit, the Benefit Administrator will resolve Your claim in one of two ways:

- A damaged item may be repaired, rebuilt, or replaced, while a stolen item will be replaced.
- Typically, You will receive notice about this decision within fifteen (15) days upon receipt of Your claim documentation.
- You may receive payment to replace Your item, an amount not more than the original purchase price as recorded on the eligible card receipt.
- Please submit the following documents:
  - A copy of the itemized store receipt demonstrating that the purchase was made on Your eligible Account and/or rewards program associated with Your covered Account
  - A copy of the police report
  - Copy of the insurance company along with Your claim form. Purchase Security provides coverage on an “excess” coverage basis, meaning it does not duplicate coverage, but pays for a loss only after valid and collectible insurance or indemnity (including, but not limited to, homeowner’s, renter’s, automobile, or employer’s insurance policies) has been exhausted. At that point, Purchase Security will cover the loss up to the amount charged to Your eligible Account, subject to the terms, exclusions, and limits of liability of the benefit.

**Note:** This benefit also pays for the outstanding deductible portion of Your insurance or indemnity for eligible claims. The maximum total limit of liability is up to ten thousand dollars ($10,000.00) per claim occurrence and fifty thousand dollars ($50,000.00) per cardholder. You will receive no more than the purchase price as recorded on the eligible card receipt. When a protected item is part of a pair or set, You will receive no more than the value as described above of the particular part or parts, stolen or damaged, regardless of any special value that item may have as part of such a pair or set, and no more than the proportionate part of an aggregate purchase price of such pair or set.

For faster filing, or to learn more about Purchase Security, visit www.cardbenefitservices.com.
dollar amount to replace or repair the item or the program limit, whichever is less. Under normal circumstances, reimbursement will take place within five (5) business days.

### Extended Warranty Protection

Product warranties can be inconvenient and cumbersome to use. Let’s say You purchased a great gadget about a year ago, but it just stopped working, and You can’t find Your sales receipt and warranty information. For all too common situations like these, Extended Warranty Protection can help.

Extended Warranty Protection provides You with valuable features that help You manage, use, and extend the warranties for eligible items purchased on Your covered Account and/or rewards programs associated with Your covered Account. Services include Warranty Registration and Extended Protection. You are eligible for this benefit if You are a cardholder of an eligible card issued in the United States and You purchase either a portion or the entire cost of the item using Your Account and/or rewards program associated with Your covered Account.

### Here's how Warranty Registration works

When You purchase an eligible item that carries a manufacturer’s warranty, You can register Your purchase by calling 1-800-848-1943 or call collect outside the U.S. at 1-303-967-1096. You can also register Your purchase online at www.cardbenefitservices.com.

The Benefit Administrator will tell You where to send Your item’s sales receipt and warranty information, so You can keep on file should You need them.

If You choose not to register Your item, be sure to keep Your monthly billing statement reflecting the purchase, the itemized sales receipt, the original manufacturer’s written U.S. warranty and any additional warranty in a safe place. These documents will be required to verify Your claim.

### Here's how Extended Protection works

Your warranty coverage can be doubled up to one (1) additional year on eligible warranties of three (3) years or less. For example, a manufacturer’s warranty of three (3) months would be provided with an additional six (6) months of coverage for a combined total of six (6) months of coverage, and a warranty for six (6) months would be provided with an additional six (6) months of coverage for a combined total of twelve (12) months of coverage. However, if the manufacturer’s warranty is for three (3) years, it would only be extended one (1) additional year.

This benefit is limited to no more than the original price of the purchased item (as shown on Your credit card receipt), less shipping and handling fees, up to a maximum of ten thousand dollars ($10,000.00) per claim, and fifty thousand dollars ($50,000.00) per cardholder.

### What Extended Protection does not cover

- Boats, automobiles, and any other motorized vehicles and their motors, equipment, or accessories, including trailers and other items that can be towed by or attached to any motorized vehicle.
- Any costs other than those specifically covered under the terms of the original manufacturer’s written U.S. warranty, as supplied by the original manufacturer, or other eligible warranty.
- Items purchased for resale.
- Real estate and items which are intended to become part of real estate including, but not limited to, items that are hard-wired or hard-plumbed, garage doors, garage door openers, and ceiling fans.
- Rented or leased items.
- Computer software.
- Medical equipment.
- Used or pre-owned items (Refurbished items will be covered as long as it has a warranty with it and would not be considered used or pre-owned).

### Filing an Extended Protection claim

To file a claim, call the Benefit Administrator at 1-800-848-1943 (or call collect outside the U.S., at 1-303-967-1096), immediately after the failure of Your covered item. Please note that if You do not notify the Benefit Administrator within sixty (60) days of product failure, Your claim may be denied.

The Benefit Administrator will request preliminary claim information, direct You to the appropriate repair facility, and send You the claim form. Gift recipients of eligible items are also covered, but they must provide all the documents needed to substantiate their claim.

If You received or purchased a service contract or an extended warranty when You purchased Your item, this benefit will be supplemental to, and in excess of, that coverage.

### What You must submit to file a claim

Fill out and sign the claim form the Benefit Administrator sent You, then submit the form within ninety (90) days of the product failure, along with the following documents:

- A copy of Your monthly billing statement (showing the last four [4] digits of the Account number) demonstrating that the purchase was made on Your eligible Account and/or rewards program associated with Your covered Account.
- If more than one method of payment was used, please provide documentation as to additional costs such as vouchers and points or any other payment method utilized.
- A copy of the itemized sales receipt.
- A copy of the original manufacturer’s written U.S. warranty, and any other applicable warranty.
- A description of the item and its serial number, and any other documentation deemed necessary to substantiate Your claim (this includes bills and, if necessary, a copy of the maintenance record and receipts).
- The original repair estimate or repair bill, indicating cause of failure. Any other documentation deemed necessary by the Benefit Administrator to substantiate the claim.

All claims must be fully substantiated.

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**How will I be reimbursed?**

If You have substantiated Your claim and met the terms and conditions of the benefit, Your item will be replaced or repaired at the Benefit Administrator’s discretion, but for no more than the original purchase price of the covered item, as recorded on Your credit card receipt, less shipping and handling fees, up to a maximum of ten thousand dollars ($10,000.00) per claim, and a maximum of fifty thousand dollars ($50,000.00) per cardholder. You will only be reimbursed up to the amount charged to Your Account or the program limit, whichever is less. Under normal circumstances, reimbursement will occur within five (5) business days of the receipt and approval of all required documentation.

If Your item is to be repaired, or You may go to an authorized repair facility and file a claim for reimbursement. Only valid and reasonable repairs made at the manufacturer’s authorized repair facility are covered.

In either case, the Benefit Administrator’s payment, replacement, or repair made in good faith will fulfill the obligation under this benefit.

### Definitions

- **Account** means Your credit or debit card Accounts.
- **Eligible Person** means a cardholder who pays for their purchase by using their eligible Account and/or rewards program associated with their covered Account.
- **You or Your** means an Eligible Person who purchase their item to their eligible Account and/or rewards program associated with their covered Account.

### Additional provisions for Purchase Security and Extended Protection

- Signed or printed transactions are covered as long as You use Your eligible card to secure the transaction.
- You shall do all things reasonable to avoid or diminish any loss covered by this benefit. This provision will not be unreasonably applied to avoid claims.
- If You make any claim knowing it to be false or fraudulent in any respect, no coverage shall exist for such claim, and Your benefit may be cancelled. Each cardholder agrees that regulations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.
- No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.
- This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional guide to Benefits mailings, statements, inserts, statement messages or electronic notification. The benefits described in this Guide will not apply to cardholders whose Accounts have been suspended or canceled.
- Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefits for cardholders, and if they do, they will notify You at least thirty (30) days in advance. Indemnity Insurance Company of North America ("Provider") is the underwriter of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.
- After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of the payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.
- This benefit does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the provision of insurance, including, but not limited to, the payment of claims.

**FORM #SEPBUSINESSv1 – 2017 (04/17)**

**PSEP-B**

For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-848-1943, or call collect outside the U.S. at 1-303-967-1096.

### Auto Rental Collision Damage Waiver

No cardholder wants to incur the expense of repairing or replacing a rented car. But accidents do happen, and vehicles do get stolen. No matter what happens to Your rental car, You can be covered with Auto Rental Collision Damage Waiver.

Auto Rental Collision Damage Waiver reimburses You for damages caused by theft or collision -- up to the Actual Cash Value of most rented cars. Auto Rental Collision Damage Waiver covers no other type of loss. For example, in the event of a collision involving Your rented vehicle, damage to any other driver’s car or the injury of anyone or anything is not covered. Rental periods of thirty-one (31) consecutive days are covered. (Longer rental periods, however, are not covered.)

You are eligible for this benefit if Your name is embossed on an eligible card issued in the United States or if You are authorized by Your company to rent an eligible vehicle using the company’s eligible Account, as long the rental is purchased entirely with the Account. Only You, as the primary renter of the vehicle, and any additional drivers permitted by the Rental Car Agreement are covered.

### How Auto Rental Collision Damage Waiver works with other insurance

Auto Rental Collision Damage Waiver covers theft, damage, valid loss-of-use charges imposed and substantiated by the auto rental company, administrative fees and reasonable and customary towing charges, due to a covered theft or damage to the nearest qualified repair facility.

If the Rental Vehicle is for personal reasons, this benefit is secondary coverage, supplemental to Your personal automobile insurance, meaning You may only be reimbursed for the amount of Your personal insurance deductible or other charges, including valid administrative and loss-of-
use charges not covered under Your personal insurance policy. If You are renting outside Your country of residence, or if You do not have automobile insurance, Auto Rental Collision Damage Waiver acts as primary coverage.

How to use Auto Rental Collision Damage Waiver

1. Use Your card to initiate and complete Your entire car rental transaction.
2. Review the auto rental agreement and decline the rental company’s collision damage waiver (CDW/LDW) option, or a similar provision, as accepting this coverage will cancel out Your benefit.

If the rental company insists that You purchase their insurance or collision damage waiver, call the Benefit Administrator for assistance at 1-800-348-8472. Outside the United States, call collect at 1-804-673-1164.

Before You leave the lot, be sure to check the car for any prior damage.

This benefit is in effect during the time the rental car is in Your (or an authorized driver’s) control, and it terminates when the rental company reassesses control of their vehicle.

This benefit is available in the United States and most foreign countries (with the exception of Israel, Jamaica, the Republic of Ireland or Northern Ireland). However, this benefit is not available where required by law, or where it’s in violation of the territory terms of the auto rental agreement, or when prohibited by individual merchants. Because regulations vary outside the United States, check with Your auto rental company and the Benefit Administrator before You travel, to be sure that Auto Rental Collision Damage Waiver will apply.

Vehicles not covered

Certain vehicles are not covered by this benefit, they consist of expensive, exotic, and antique cars; cargo vans; certain vans; vehicles with an open cargo bed; trucks; motorcycles; mopeds; motorbikes; limousines; and recreational vehicles.

Examples of expensive or exotic cars are the Alfa Romeo, Aston Martin, Bentley, Corvette, Ferrari, Jaguar, Lamborghini, Lotus, Maserati, Maybach, McLaren, Porsche, Rolls Royce, and Tesla. However, selected models of Audi, BMW, Mercedes-Benz, Cadillac, Infiniti, Land Rover, Lexus, Lincoln, and Range Rover are covered.

An antique car is defined as one that is over twenty (20) years old, or one that has not been manufactured for ten (10) years or more.

Vans are not covered. But those designed as small-group transportation vehicles (seating up to nine [9] people, including the driver) are covered.

If You have questions about a specific vehicle’s coverage or organization where the vehicle is being reserved, call the Benefit Administrator at 1-800-348-8472 or call collect outside the United States at 1-804-673-1164.

Related instances; losses not covered

• Any obligation You assume under any agreement (other than the deductible on Your personal auto policy)
• Any violation of the auto rental agreement or this benefit
• Injury of anyone, or damage to anything, inside or outside the Rental Vehicle
• Loss or theft of personal belongings
• Personal liability
• Expenses assumed, waived, or paid by the auto rental company, or its insurer
• The cost of any insurance, or collision damage waiver, offered by or purchased through the auto rental company
• Depreciation of the Rental Vehicle caused by the incident including, but not limited to, “diminished value”
• Expenses reimbursable by Your insurer, employer, or employer’s insurance
• Theft or damage due to intentional acts, or due to the driver(s) being under the influence of alcohol, intoxicants, or drugs, or due to contradeb, or illegal activities
• Wear and tear, gradual deterioration, or mechanical breakdown
• Items not installed by the original manufacturer
• Damage due to off-road operation of the Rental Vehicle
• Theft or damage due to hostility of any kind (including, but not limited to, war, invasion, rebellion, insurrection, or terrorist activities)
• Misappropriation of the vehicle by a person to whom You have assigned the vehicle or are an authorized agent for, or responsible for, the vehicle

“Not applicable to residents in certain states.

Filing a claim

It is Your responsibility as a cardholder to make every effort to protect Your Rental Vehicle from damage or theft. If You have an accident, or Your Rental Vehicle has been stolen, immediately call the Benefit Administrator at 1-800-348-8472 to report the incident, regardless of whether Your liability has been established. Outside the United States, call collect at 1-804-673-1164.

You should report the theft or damage as soon as possible but no later than forty-five (45) days from the date of the incident.

The Benefit Administrator reserves the right to deny any claim containing charges that would not have been incurred, if notification occurred before the expenses were incurred. Thus, it’s in Your best interest to notify the Benefit Administrator immediately after an incident. Reporting to any other person will not fulfill this obligation.

What You must submit to file a claim

At the time of the theft or damage, or when You return the Rental Vehicle, ask Your car rental company for the following documents:

1. A copy of the accident report form
2. A copy of the initial and final auto rental agreements (front and back)
3. A copy of the repair estimate and itemized repair bill
4. Two (2) photographs of the damaged vehicle, if available
5. A police report, if obtainable
6. A copy of the demand letter which indicates the costs You are responsible for and any amounts that have been paid toward the claim.

Submit all of the above documents from the rental company, along with the following documents, to the Benefit Administrator:

• The completed and signed Auto Rental Collision Damage Waiver claim form (Important: This must be postmarked within ninety (90) days* of the theft or damage date, even if all other required documentation is not yet available – or Your claim may be denied).
• A copy of Your monthly billing statement (showing the last four [4] digits of the Account number) demonstrating that the entire rental transaction was made on Your eligible Account.
• If the rental was for personal use, a statement from Your insurance carrier (and/or Your employer or employer’s insurance carrier, if applicable), or other reimbursement showing the costs for which You are responsible, and any amounts that have been paid toward the claim.
• Or, If You have no applicable insurance or reimbursement, a statement of no insurance or reimbursement is required.

Finally, please note that all remaining documents must be postmarked within three hundred and sixty-five (365) days* of the theft or damage date or Your claim may be denied.

*Not applicable to residents of certain states.

For faster filing, or to learn more about Auto Rental CDW, visit www.visa.com/eclaims

Finalizing Your claim

Your claim will typically be finalized within fifteen (15) days, after the Benefit Administrator has received all the documentation needed to substantiate Your claim.

Transference of claims

Once Your claim has been paid, all Your rights and remedies against any party in regard to this theft or damage will be transferred to the Benefit Administrator, to the extent of the cost of payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.

Definitions

Account means Your credit or debit card Accounts.

Actual Cash Value means the amount a Rental Vehicle is determined to be worth based on its market value, age and condition at the time of loss.

Eligible Person means a cardholder who pays for their auto rental by using their eligible Account.

Rental Car Agreement means the entire contract an eligible renter receives when renting a Rental Vehicle from a rental car agency which describes in full all of the terms and conditions of the rental, as well as the responsibilities of all parties under the contract.

Rental Vehicle means a land motor vehicle with four or more wheels as described in the participating organization’s disclosure statement, which the eligible renter has rented for the period of time shown on the Rental Car Agreement and does not have a manufacturer’s suggested retail price exceeding the amount shown on the participating organization’s disclosure statement.

You or Your means an Eligible Person who uses their eligible card to initiate and complete the rental car transaction.

Account means Your credit or debit card Accounts.

Additional Provisions for Auto Rental Collision Damage Waiver

• Signed or pinned transactions are covered as long as You use Your eligible Account to secure the transaction.
• You shall do all things reasonable to avoid or diminish any loss covered by this benefit. This provision will not be unreasonably applied to avoid claims.
• If You make any claim knowing it to be false or fraudulent in any respect, no coverage shall exist for such claim, and Your benefit may be cancelled. Each cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.
• No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.
• This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, statement messages or electronic notification. The benefits described in this Guide to Benefits will not apply to cardholders whose Accounts have been suspended or cancelled.
• Termination dates may vary by financial institutions. Your financial institution can cancel or renew the benefits for cardholders, and if they do, they will notify You at least thirty (30) days in
Travel and Emergency Assistance Services

Emergencies can escalate quickly when You are traveling away from home. Something that is relatively straightforward when You are not traveling, like replacing prescription medication, can be a difficult task when You are dealing with local laws or language barriers.

Travel and Emergency Assistance Services are made available to help You in case of an emergency while You are traveling away from home. The Benefit Administrator can connect You with the appropriate local emergency and assistance resources available, 24 hours a day, 365 days a year.

Please note that due to occasional issues such as distance, location, or time, neither the Benefit Administrator nor its service providers can be responsible for the availability, use, cost, or results of any medical, legal, transportation, or other services.

What are Travel and Emergency Assistance Services and how do I use these services when I need them?

Travel and Emergency Assistance Services are made available to You, if You are a cardholder of an eligible card issued in the United States. You, Your Immediate Family Members and business associates are also eligible to use these services. Travel and Emergency Assistance Services provide assistance and referral only. You are responsible for the cost of any actual medical, legal, transportation, cash advance, or other services or goods provided.

To use the services, simply call the toll-free, 24-hour Benefit Administrator line at 1-800-992-6029. If You are outside the United States, call collect at 1-804-673-1675.

What are the specific services and how can they help me?

• Emergency Message Service – can record and relay emergency messages for travelers, their Immediate Family Members or business associates. The Benefit Administrator will use reasonable efforts to relay emergency messages in accordance with benefit guidelines and limitations, but cannot take responsibility for the failure to transmit any message successfully. All costs are Your responsibility.
• Medical Referral Assistance – provides medical referral, monitoring, and follow-up. The Benefit Administrator can give You names of local English-speaking doctors, dentists, and hospitals; assign a doctor to consult by phone with local medical personnel, if necessary, to monitor Your condition; keep in contact with Your family, and provide continuing liaison; and help You arrange medical payments from Your personal account. All costs are Your responsibility.
• Lost Luggage Locator Service – can help You locate and claim lost luggage. The Benefit Administrator can also follow up to make sure that You receive damaged luggage or repaired luggage. All costs are Your responsibility.
• Lost Luggage Service – can help You locate lost luggage and claim payment for loss, damage, or theft. All costs are Your responsibility.
• Pre-Trip Assistance – can give You information on Your destination before You leave – such as ATMs locations, currency exchange rates, weather reports, health precautions, necessary immunizations, and required passport visas.

Definitions

Common Carrier means any mode of transportation by land, water or air operating for hire under a license to carry passengers for which a ticket must be purchased prior to travel. Do not include taxi, limousine service, commuter rail or commuter bus lines.

Immediate Family Member means Your Spouse or dependent children under twenty-two (22) years old.

You or Your means an eligible person whose name is embossed on an eligible U.S. issued card, and You reside in the United States.

LEGAL DISCLOSURE

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

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

Effective date of benefits: Effective October 1, 2016, this Guide to Benefits replaces all prior disclosures, program descriptions and advertisements or communications by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at anytime. 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 not be entitled to any further benefits under this policy and all benefits will terminate.

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

If You disagree with any arbitration if there is an undisputed 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 will be final and binding and cannot be reviewed or changed by, or appeal to, any Federal, State or local court.

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 laws 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 liability if the claim is filed in the program. The “due diligence” means that the claim is filed when 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 card actual offerings, such master policies or actual offering shall control. Provision of services is subject to availability and applicable legal restrictions.