

# Corporate Travel and Entertainment Program

CERTIFICATES/POLICIES OF INSURANCE AND SUMMARY OF ASSISTANCE SERVICES



### Virginia Surety Company, Inc. 175 W. Jackson Blvd., Chicago, IL 60604

#### **Key Terms**

The following Key Terms apply to the following benefits: MasterRental, Purchase Assurance, Extended Warranty, Baggage Delay, Lost or Damaged Luggage and Hotel/Motel Burglary.

Throughout this document, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to Virginia Surety Company, Inc.

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

**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**.

**Burglary** means the taking of unattended personal property owned by you, from your registered hotel or motel room by **forcible entry**.

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

**Carry-on baggage or luggage** means suitcases or other containers specifically designated for carrying personal property, which are carried on board a **common carrier** by you.

**Checked baggage or luggage** means suitcases or other containers specifically designated for carrying personal property, for which a claim check has been issued to you by a **common carrier**.

**Common carrier** means an air, land, or water motorized transportation carrier operating under a regularly published schedule and current license as required by law for the conveyance of passengers. **Common carrier** does not include helicopters, taxis, rental cars, hired cars, and private and contract carriers.

**Covered card** means the Diners Club Carte Blanche account, Diners Club Corporate Card account, Diners Club Event Card account, Diners Club Travel Account, or BMO Corporate MasterCard account. **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.

**Delay** means baggage (including personal/business articles and/or effects contained within) that is not delivered to you within six (6) hours after arrival at your scheduled destination.

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

**Forcible entry** means that access to your hotel or motel room that has been gained by breaking and entering a locked door, window, or any other opening.

Lost means luggage (including personal property contained within) that is missing for 10 consecutive days and whose whereabouts are unknown to you or the **common carrier**.

Manufacturer suggested retail price (MSRP) means the purchase price of the vehicle or the value of the vehicle based on the National Automobile Dealers Association website at www.nada.com or similar source.

**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.

KT-CC-EOC (9.08)

# MasterRental Coverage

### **Evidence of Coverage**

Pursuant to the below terms and conditions, when you rent a vehicle for forty-five (45) consecutive days or less with your covered card, you are eligible for benefits under this coverage.

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of you, your, we, us, our, and words that appear in bold and Final Legal Disclosures CC-FLD (9.08).

### A. To get coverage:

You must initiate and then pay for the entire **rental agreement** (tax, gasoline, and airport fees are not considered rental charges) with your **covered card** and/or the accumulated points from your **covered card** at the time the **vehicle** is returned. If a rental company promotion/discount of any kind is initially applied toward payment of the rental **vehicle**, at least one (1) full day of rental must be billed to your **covered card**.

You must decline the optional collision/damage waiver (or similar coverage) offered by the rental company.

You must rent the **vehicle** in your own name and sign the **rental agreement**.

Your **rental agreement** must be for a rental period of no more than forty-five (45) consecutive days. Rental periods that exceed or are intended to exceed fortyfive consecutive days are not covered.

The rented **vehicle** must have a **MSRP** that does not exceed \$100,000 **USD**.

## 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**.

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 in Section B, 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 you have no other insurance or your insurance does not cover you in territories or countries outside of the United States, coverage is considered primary coverage.

## D. Who is covered:

The **covered card cardholder** and those designated in the **rental agreement** as **authorized drivers**.

# E. Excluded rental vehicles:

- All trucks, pickups, full-size vans mounted on truck chassis (including, but not limited to, Ford EconoVan), cargo vans, campers, off-road vehicles, and other recreational vehicles.
- All sport utility trucks. These are **vehicles** that have been or can be converted to an open, flat bed truck (including, but not limited to, Chevy Avalanche, GMC Envoy, and Cadillac Escalade EXT).
- Trailers, motorbikes, motorcycles, and any other **vehicle** having fewer than four (4) wheels.
- Antique vehicles (vehicles that are more than twenty (20) years old or have not been

manufactured for at least ten (10) years), or limousines.

• Any rental **vehicle** that has a **MSRP** that exceeds \$100,000 **USD**.

### F. Where you are covered:

Coverage is available worldwide.

Coverage is not available in countries where:

- a. This **EOC** is prohibited by that countries law; or
- b. The terms of the **EOC** are in conflict with the laws of that country.

# G. Coverage limitations:

We will pay the lesser of the following:

- a) The actual repair amount:
- b) Wholesale market value less salvage and depreciation;
- c) The rental agencies purchase invoice less salvage and depreciation; or

d) \$100,000 USD

In addition, coverage is limited to \$500 USD 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:

- Any personal item stolen from the interior or exterior of rental **vehicles**.
- Vehicle keys or portable Global Positioning Systems (GPS).
- Vehicles not rented by the cardholder or authorized user on the covered card.
- Any person not designated in the **rental agreement** as an **authorized driver**.
- Any obligations you assume other than that what is specifically covered under **rental agreement** or your primary **vehicle** insurance or other indemnity policy.
- 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.

- 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 that is not caused by theft or vandalism or is not a result of a **vehicle** collision causing tire or rim damage.
- Rental vehicles where collision/damage waiver coverage (or similar coverage) was accepted/ purchased by you.
- Any damage that is of an intentional or nonaccidental 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 fortyfive (45) 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.
- Interest or conversion fees that are charged to you on the **covered card** by the financial institution.

# I. How to file a claim:

- Call 1-800-MC-ASSIST (1-800-622-7747) or, from outside the U.S., call collect 636-722-7111 to request a claim form. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- You may choose to assign your benefits under this insurance program to the rental agency from which you rented your vehicle. Please contact us or our designated representative for further details.
- Submit the following documentation within one hundred and eighty (180) days of the incident or the claim will not be honored:

- Completed and signed claim form.
- Receipt showing the **vehicle** rental.
- Statement showing the **vehicle** rental.
- 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.
- 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.
- Itemized repair estimate from a factory authorized 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.

MR-CC-EOC (2.11)

# Purchase Assurance

### Evidence of Coverage

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

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of you, your, we, us, our, and words that appear in bold and Final Legal Disclosures CC-FLD (9.08).

# 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** for ninety (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.

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

# 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 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 (examples: items wired directly to the electrical system or attached to structure of the building), 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.
- 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).
- 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.
- Interest or conversion fees that are charged to you on the **covered card** by the financial institution.

# E. How to file a claim:

- Call 1-800-MC-ASSIST (1-800-622-7747) or, from outside the U.S., call collect 636-722-7111 to request a claim form. 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:
  - Completed and signed claim form.
  - 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.

**PA-CC-EOC (2.11)** 

# **Extended Warranty**

### **Evidence of Coverage**

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of you, your, we, us, our, and words that appear in bold and Final Legal Disclosures CC-FLD (9.08).

## A. To get coverage:

- You must purchase the new item entirely with your **covered card** and/or accumulated points from your **covered card** for yourself or to give as a gift.
- The item must have an original manufacturer's (or U.S. store brand) warranty of twelve (12) months or less.

### B. The kind of coverage you receive:

- Extended Warranty doubles the original manufacturer warranty up to a maximum of twelve (12) months on most items you purchase. For products with multiple warranty components, each warranty time period will be extended up to a maximum of twelve (12) months. Should you fail to properly register the original warranty as required by manufacturer, we will only double the actual warranty time period that you received from the manufacturer. 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 Final 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 warranty (repair or replacement amount will not include market value at time of claim); recycled, previously owned, refurbished, rebuilt, or remanufactured items; product guarantees (e.g., glass breakage).
- Floor models that do not come with an original manufacturer warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Parts, if purchased separately, may be covered.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items (examples: items wired directly to the electrical system or attached to 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.
- Interest or conversion fees that are charged to you on the covered card by the financial institution.

# E. How to file a claim:

- Call 1-800-MC-ASSIST (1-800-622-7747) or, from outside the U.S., call collect 636-722-7111 to request a claim form. 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:
  - Completed and signed claim form.
  - 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.

EW-CC-EOC (2.11)

# **Baggage Delay**

### Evidence of Coverage

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of you, your, we, us, our, and words that appear in bold and Final Legal Disclosures CC-FLD (9.08).

# A. To get coverage:

You must pay the entire cost of the **common carrier** ticket(s) with your **covered card** and/or accumulated points from your **covered card**.

# B. The kind of coverage you receive:

- Reimbursement for the actual cost of replacing, on an emergency basis, any personal articles (e.g., clothing, hygiene and/or grooming products) or business effects (e.g., uniforms or general office supplies) contained in your **checked baggage**, if the **checked baggage** is delayed in getting to you at your scheduled destination.
- Coverage begins when the baggage is checked in with the **common carrier** by you. This includes curbside check-in with facility-designated personnel.
- Coverage ends when you regain possession of your **checked baggage** from the **common** carrier. This includes curbside checkout with facility-designated personnel.
- Coverage is secondary to any other applicable insurance or coverage available to you including benefits provided by the **common carrier** (including, but not limited to, goodwill payments, refunds, credit/vouchers). Coverage is limited to only those amounts not covered by any other insurance or coverage or **common carrier** benefits (including, but not limited to, goodwill payments, refunds, credit/vouchers).

## C. Coverage limitations:

Coverage is limited to the actual cost, up to \$500 per claim, of replacing, on an emergency basis, any personal articles or business effects contained in your **checked baggage**. There is a maximum of two (2) claim(s) per twelve (12) month period.

### D. What is NOT covered:

- Plants, shrubs, animals, consumables, and perishables.
- Art objects, antique items, collectibles of any kind (such as items designed for people to collect or items that over time become collectibles).
- All types of stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, audio cassettes, and film).
- Keys, travelers' checks, visas, documents of any kind, tickets of any kind (e.g. airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare, or precious metals, stamps, and coins, currency or its equivalent.
- Property shipped as freight (including, but not limited, to automobiles and their equipment, motorcycles, gasoline or oils, and electrical free-standing motors.
- Computers, printers, or any computer related equipment.
- Rugs, cameras, radios, CD or DVD player, sporting equipment, cellular phones, or household furniture.
- Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation, expropriation or detention by any government, public authority, or customs official; illegal activity or acts.
- Losses resulting from contamination by radioactive or hazardous substances, including mold.
- Items specifically identified or described in and/or insured under any other insurance or indemnity policy.
- Indirect or direct damages resulting from a loss.
- Any items not contained in your **checked baggage**.

# E. How to file a claim:

- Call 1-800-MC-ASSIST (1-800-622-7747) or, from outside the U.S., call collect 636-722-7111 to request a claim form. You must report the claim within sixty (60) days of the incident or the claim may not be honored.
- Report the baggage **delay** to the **common carrier** within twenty-four (24) hours.
- Submit the following documentation within one hundred and eighty (180) days of the date of incident or the claim may not be honored:
  - Completed and signed claim form.
  - Receipt showing the purchase of travel tickets.
  - Statement showing the purchase of travel tickets.
  - **Covered card** travel point program statement showing the **common carrier** ticket was paid for with redeemed points, if applicable.
  - Copy of the **delayed checked** baggage report or property irregularity report that was submitted to the common carrier prior to leaving the terminal premises.
  - The result of any settlement by the common carrier.
  - Receipts for the covered purchases.
  - Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

#### BD-CC-EOC (9.08)

### Lost or Damaged Luggage

#### **Evidence of Coverage**

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of you, your, we, us, our, and words that appear in bold and Final Legal Disclosures CC-FLD (9.08).

### A. To get coverage:

You must pay the entire cost of the **common carrier** ticket(s) with your **covered card** and/or accumulated points from your **covered card**.

# B. The kind of coverage you receive:

- Reimbursement for the actual cost of repairing or replacing your **checked** or **carry-on luggage** and personal property contained therein that is **lost** or **damaged**.
- Coverage begins when the luggage is checked in or carried on to the **common carrier** by you. This includes curbside check in with facilitydesignated personnel.
- Coverage ends each time you regain possession of the **checked luggage** from, or carry the luggage off of the **common carrier** or twentyfour (24) hours after you depart from the **common carrier**, whichever comes first.
- Coverage is secondary to any other applicable insurance or coverage available to you including benefits provided by the **common carrier** (including, but not limited to, goodwill payments, refunds, credit/vouchers). Coverage is limited to only those amounts not covered by any other insurance or coverage, or **common carrier** benefits (including, but not limited to, goodwill payments, refunds, credit/vouchers).

# C. Coverage limitations:

Coverage is limited to the actual cost, up to \$1,250 per incident of repairing or replacing your **checked** and/or **carry-on luggage** and any personal property contained within. There is a maximum of two (2) claim(s) per twelve (12) month period.

## D. Where you are covered:

Coverage applies worldwide.

## E. What is NOT covered:

- Loss or **damage** of luggage or personal property for regularly scheduled short-distance travel under one hundred (100) miles.
- Loss or **damage** resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation, expropriation or detention by any government, public authority, or customs official; illegal activity or acts.

- Loss resulting from contamination by radioactive or hazardous substances, including mold.
- Sporting equipment or musical instruments, unless checked in as luggage with the **common carrier** and for which a claim check has been issued.
- Electronic equipment (including, but not limited to, laptops, PDAs, video/film cameras, or hearing aids).
- Eyeglasses, contact lenses, prosthetic devices, dentures, silverware, furs, household furniture, or documents (including, but not limited to, visas and IDs).
- Plants, shrubs, animals, consumables, and perishables.
- 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.
- Jewelry, art, used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Defective material or workmanship, ordinary wear and tear or normal deterioration.
- Loss or damage not reported within the time period required, as stipulated in the claim procedure.
- Loss or **damage** where the **common carrier** completely denies a claim for **checked** and/or **carry-on luggage**.
- Items excluded under the **common carrier's** coverage (except **carry-on luggage**).
- Loss or **damage** where the **common carrier** pays the claim in full or repairs the **damage**.
- Interest or conversion fees that are charged to your **covered card** by the financial institution.

# F. How to file a claim:

- Call 1-800-MC-ASSIST (1-800-622-7747) or, from outside the U.S., call collect 636-722-7111 to request a claim form. You must report the claim within sixty (60) days of the incident or the claim may not be honored.
- Report within twenty-four (24) hours any loss or damage to the common carrier.
- Submit the following documentation within one hundred and eighty (180) days of the date of incident or the claim may not be honored:
  - Completed and signed claim form.

- Receipt showing the purchase of **common carrier** tickets.
  - Statement showing the purchase of **common carrier** tickets.
  - Copy of initial claim report submitted to the **common carrier**.
  - Covered card travel point program statement showing the **common carrier** ticket was paid for with redeemed points.
  - Report from police, if applicable.
  - The result of any settlement by the **common carrier**.
  - Receipts showing that your luggage or personal property has actually been repaired or replaced.

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

LDL-CC-EOC (9.08)

# Hotel/Motel Burglary

### **Evidence of Coverage**

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of you, your, we, us, our, and words that appear in bold and Final Legal Disclosures CC-FLD (9.08).

# A. To get coverage:

You must pay the entire cost of the hotel or motel room with your **covered card** and/or accumulated points from your **covered card**.

# B. The kind of coverage you receive:

- Reimbursement for the cost of replacing or repairing your item(s) that have been **stolen** or damaged resulting from a **burglary** by **forcible entry** into your hotel or motel room.
- Coverage begins when you check into (i.e., occupy the room) the hotel or motel.
- Coverage ends when you check out (i.e. vacate the room and close out the bill) from the hotel or motel. Coverage will not extend beyond the hotel or motel standard check out time.
- Coverage is secondary to any other applicable insurance or coverage available to you including benefits provided by the hotel/motel company (including, but not limited, to goodwill payments, refunds, credit/vouchers). Coverage is limited to only those amounts not covered by any other insurance or coverage, or hotel/motel

company benefits (including, but not limited to, goodwill payments, refunds, credit/vouchers).

# C. Coverage limitations:

Coverage is limited to the actual cost up to \$1,000 per claim to replace or repair your personal property that has been **stolen** or damaged as a result of a **burglary**. There is a maximum of two (2) claim(s) per twelve (12) month period.

# D. Where you are covered:

Coverage applies worldwide.

# E. What is NOT covered:

- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation, expropriation or detention by any government, public authority, or customs official; illegal activity or acts.
- Loss resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Loss resulting from contamination by radioactive or hazardous substances, including mold.
- Personal property contained in the hotel or motel safety deposit box.
- Electronic equipment (including but not limited to, laptops, PDAs, video/film cameras, or hearing aids) or sporting equipment.
- Eyeglasses, contact lenses, prosthetic devices, dentures, silverware, furs, household furniture, or documents (including, but not limited to, visas and IDs).
- Plants, shrubs, animals, pets, consumables, and perishables.
- 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.
- Jewelry, art, used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Items specifically identified or described in and insured under any other insurance policy.
- Interest or conversion fees that are charged to your **covered card** by the financial institution.

# F. How to file a claim:

- Call 1-800-MC-ASSIST (1-800-622-7747) or, from outside the U.S., call collect 636-722-7111 to request a claim form. You must report the claim within sixty (60) days of the incident or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the date of incident or the claim may not be honored:
  - Completed and signed claim form.
  - Receipt showing hotel/motel charges.
  - Statement showing hotel/motel charges.
  - **Covered card** travel point program statement showing the hotel or motel room was paid for with redeemed points.
  - Police report from the police and hotel/motel listing the items that were **stolen**.
  - Result of any settlement or denial by the hotel or motel.
  - Copy of initial claim report submitted to the hotel or motel.
  - Proof of ownership of each item **stolen** (i.e. original receipts, pictures, etc.).

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

HMB-CC-EOC (9.08)

# Final Legal Disclosure

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are purchased and provided free to you, but 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).

MasterRental, Purchase Assurance, Extended Warranty, Baggage Delay, Lost or Damaged Luggage and Hotel/Motel Burglary coverage is provided under a Group Policy of insurance issued by Virginia Surety Company, Inc. This Guide to Benefits is intended as a summary of benefits provided to you. The attached Key Terms and EOC and all the information about the insurance benefits listed in this Final Legal Disclosure is governed by the conditions, limitations, and exclusions of the Group Policy.

#### **Privacy Notice:**

As the insurer of the covered card coverage described herein, Virginia Surety Company, Inc. ("VSC") collects personal information about you from the following sources: Information the insurer gathers from you, from your request for insurance coverage or other forms you furnish to the insurer, such as your name, address, telephone number, and information about your transactions with the insurer such as claims made and benefits paid. The insurer may disclose all information it collects, as described above, to companies that perform administrative or other services on our behalf solely in connection with the insurance coverage you have received. The insurer does not disclose any personal information about former insureds to anyone, except as required by law. The insurer restricts access to personal information about you to those employees who need to know that information in order to provide coverage to you. The insurer maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information. Should you have any questions about the insurance procedures or the information contained within your file, please contact the insurer by writing to:

Compliance Department Virginia Surety Company, Inc. 175 West Jackson Blvd., Chicago, IL 60604

#### Effective date of benefits:

Effective May 1, 2014, 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 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 be notified at least sixty (60) days 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 between You and VSC 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 Your and Our 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, either You or VSC 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. You and VSC 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 You and VSC. Unless otherwise agreed to by You and VSC, 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 Illinois (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 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.

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**.

CC-FLD (9.08)

### Common Carrier Accidental Death and Dismemberment Benefits with 24-Hour Extension

Diners Club Carte Blanche account, Diners Club Corporate Card account, Diners Club Event Card account, Diners Club Travel Account, and BMO Corporate MasterCard account Worldwide Automatic Travel Accident Insurance

The Plan: As a Diners Club Carte Blanche account. Diners Club Corporate Card account, Diners Club Event Card account, Diners Club Travel Account, or BMO Corporate MasterCard account cardholder, you, your spouse or domestic partner and unmarried dependent children will be automatically insured against accidental loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any licensed common carrier, provided the entire cost of the passenger fare(s), less redeemable certificates, vouchers or coupons, has been charged to your Diners Club Carte Blanche account, Diners Club Corporate Card account. Diners Club Event Card account, Diners Club Travel Account, or BMO Corporate MasterCard account. If the entire cost of the passenger fare has been charged to your Diners Club Carte Blanche account, Diners Club Corporate Card account, Diners Club Event Card account, Diners Club Travel Account, or BMO Corporate MasterCard account prior to departure for the airport, terminal or station, coverage is also provided for common carrier travel (including taxi, bus, train or airport limousine); immediately, a) preceding your departure, directly to the airport, terminal or station b) while at the airport, terminal or station, and c) immediately following your arrival at the airport, terminal or station of your destination.

If the entire cost of the passenger fare has not been charged prior to your arrival at the airport, terminal or station, coverage begins at the time the entire cost of the travel passenger fare is charged to your Diners Club Carte Blanche account, Diners Club Corporate Card account, Diners Club Event Card account, Diners Club Travel Account, or BMO Corporate MasterCard account. Common Carrier means any land, water or air conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire. This coverage does not include Commutation which is defined as travel between the Insured Person's residence and regular place of employment.

#### **Benefit Amounts:**

- 1) While riding as a passenger in, entering or exiting any licensed common carrier:
  - a. Diners Club Corporate Card account, Diners Club Event Card account, Diners Club Travel Account, or BMO Corporate MasterCard account: \$500,000
  - b. Diners Club Carte Blanche account: \$1,000,000
- 2) Twenty-four (24) hour coverage for business and pleasure travel: \$300,000

# 24-Hour Business Travel Extension of Coverage

Coverage is also included for business and pleasure travel for which Common Carrier costs are charged to the Insured Person's Account. Twenty-four (24) hour coverage for business and pleasure travel is activated when travel begins on the departure date printed on the Common Carrier ticket and ends on the return date printed on the Common Carrier ticket. For Covered Trips more than thirty (30) days in length, coverage remains in effect until 12:01 a.m. on the thirty-first (31st) day of the covered trip; and will be reactivated only for the Insured Person's return trip while:

- 1) on a Common Carrier; or
- 2) riding as a passenger in, entering or exiting any Conveyance licensed to carry the public for hire or any Courtesy Transportation provided without a specific charge and while traveling to or from the airport, terminal or station: a. immediately preceding the departure of the scheduled Common Carrier on which the Insured Person has purchased passage; or b. immediately following the arrival of the scheduled Common Carrier on which the Insured Person was a passenger; or
- at the airport, terminal or station at the beginning or end of the Covered Trip.

**Important Definitions:** Accident or Accidental means a sudden, unforeseen, and unexpected event happening by chance. Dependent Child or Dependent Children means those children residing with the insured person, under the age of 25, who are primarily dependent upon the insured person for maintenance and support. Dependent Children also means children beyond the age of 25, who are permanently, mentally and physically challenged and incapable of self-support. Also included in the definition of dependent children are the insured person's dependent children under the age of 25 who are classified as full-time students at an institution of higher learning. Domestic

Partner means a person designated in writing by the primary insured person, who is at least eighteen (18) years of age, and who during the past twelve (12) months: 1) has been in a committed relationship with the primary insured person; and 2) has been the primary insured person's sole spousal equivalent; and 3) has resided in the same household as the primary insured person; and 4) has been jointly responsible with the primary insured person for each other's financial obligations, and who intends to continue the relationship above indefinitely.

The Benefits: The full Benefit Amount of is payable for accidental loss of life, two or more members, sight of both eves, speech and hearing or any combination thereof. One half of the Benefit Amount is payable for accidental loss of: one member, sight of one eve, speech or hearing. "Member" means hand or foot. One quarter of the Benefit Amount is payable for the accidental loss of the thumb and index finger of the same hand. "Loss" means, with respect to a hand, complete severance through or above the knuckle joints of at least 4 fingers on the same hand; with respect to a foot, complete severance through or above the ankle joint. The Company will consider it a loss of hand or foot even if they are later reattached. "Benefit Amount" means the Loss amount applicable at the time the entire cost of the passenger fare is charged to a Diners Club Carte Blanche account, Diners Club Corporate Card account, Diners Club Event Card account, Diners Club Travel Account, or BMO Corporate MasterCard account. The loss must occur within one year of the accident. The Company will pay the single largest applicable Benefit Amount.

Maximum Limit Of Insurance: For losses resulting from a Common Carrier Accident ONLY: In the event of multiple accidental deaths per account arising from any one Common Carrier accident, the Company's liability for all such losses will be subject to a maximum limit of insurance equal to three times the Benefit Amount for loss of life. Benefits will be proportionately divided among the Insured Persons up to the maximum limit of insurance.

For all other losses: In the event of multiple accidental deaths (arising from any one accident) of Insured Persons who are employees or independent contractors traveling at the request of the same employer, their spouses, or Unmarried Dependent Children, the Company's liability for all such losses will be subject to a maximum limit of insurance of \$3,500,000.

**Eligibility:** This travel insurance plan is provided to Diners Club Carte Blanche account, Diners Club Corporate MasterCard account, Diners Club Event Card account, Diners Club Travel Account, or BMO Corporate Card account cardholders automatically when the entire cost of the passenger fare(s) are charged to a Diners Club Carte Blanche account, Diners Club Corporate MasterCard account, Diners Club Event Card account, Diners Club Travel Account, or BMO Corporate MasterCard account while the insurance is effective. It is not necessary for you to notify BMO Harris Bank N.A. ("BMO", or, "Diners Club"), the administrator or the Company when tickets are purchased.

**The Cost:** This travel insurance plan is provided at no additional cost to eligible Diners Club Carte Blanche account, Diners Club Corporate Card account, Diners Club Event Card account, Diners Club Travel Account, or BMO Corporate MasterCard account cardholders.

**Beneficiary:** The Loss of Life benefit will be paid to the beneficiary designated by the insured. If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order: a) the Insured's spouse, b) the Insured's children, c) the Insured's parents, d) the Insured's brothers and sisters, e) the Insured's estate. All other indemnities will be paid to the Insured.

**Exclusions:** This insurance does not cover loss resulting from: 1) an Insured's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection (except bacterial infection caused by an accident or from accidental consumption of a substance contaminated by bacteria), or bodily malfunctions; 2) suicide, attempted suicide or intentionally selfinflicted injuries; 3) declared or undeclared war, but war does not include acts of terrorism; 4) travel between the Insured Person's residence and regular place of employment. This insurance also does not apply to an accident occurring while an Insured is in, entering, or exiting any aircraft owned, leased, or operated by BMO or Diners Club; or any aircraft while acting or training as a pilot or crew member, but this exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency.

**Claim Notice:** Written claim notice must be given to the Company within 20 days after the occurrence of any loss covered by this policy or as soon as reasonably possible. Failure to give notice within 20 days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

**Claim Forms:** When the Company receives notice of a claim, the Company will send you forms for giving proof of loss to us within 15 days. If you do not receive the forms, you should send the Company a written description of the loss.

**Claim Proof Of Loss:** Complete proof of loss must be given to us within 90 days after the date of loss, or as soon as reasonably possible. Failure to give complete proof of loss within these time frames will not invalidate any otherwise valid claim if notice is given as soon as reasonably possible and in no event later than 1 year after the deadline to submit complete proof of loss.

**Claim Payment:** For all benefits, the Company will pay you or your beneficiary the applicable benefit amount within 60 days after complete proof of loss is received and if you, the Policyholder and/or the beneficiary have complied with all the terms of this policy.

Effective Date: This insurance is effective the date you first become an eligible insured and will cease on the date the Master Policy 6477-44-67 terminates (in which case you will be notified by the Policyholder), or on the date you no longer qualify as an eligible insured or on the expiration date of any applicable period of coverage for any insured, whichever occurs first. As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is simply an informative statement of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of Insurance are contained in the master policy on file with the Policyholder: Financial Customer Insurance Trust. If this plan does not conform to your state statutes, it will be amended to comply with such laws. If a statement in this description of coverage and any provision in the policy differ, the policy will govern. Answers to specific questions can be obtained by writing the Plan Administrator. To make a claim please call 1-800-MC-ASSIST (1-800-622-7747) or, from outside the U.S., call collect 636-722-7111 to request a claim form.

Plan Underwritten By Federal Insurance Company a member insurer of the Chubb Group of Insurance Companies

15 Mountain View Road, P.O. Box 1615 Warren, NJ 07061-1615

Plan Agent DFS&A Insurance Agency, Inc. 80 West Upper Ferry Road Suite 5, PO Box 77358 Ewing, NJ 08628

### **Assistance Services**

This MasterCard Commercial Guide to Benefits describes the valuable programs available to you as a "Cardholder" of one of the following eligible "Cards" issued by Bank of Montreal and/or BMO Harris Bank N.A. ("Card Issuer") a:

Diners Club Carte Blanche account, Diners Club Corporate Card account, Diners Club Event Card account, Diners Club Travel Account, or BMO Corporate MasterCard account (referred to as "Card" within this section).

## Important information

#### Please read and save.

To file a claim or for more information on any of these services, call the MasterCard Assistance Center at **1-800-MC-ASSIST** (1-800-622-7747), or, from outside the U.S., call collect 636-722-7111, or en Español: **1-800-633-4466**.

## **Content of the Assistance Services**

The Beneficiary is entitled to obtain the following services (i) when 100 miles (160km) or more away from such Beneficiary's primary residence; or (ii) while traveling overseas outside the home country of origin:

### 1. Travel Medical Emergency Assistance

**Referrals to medical services:** If you have a medical emergency while traveling, **MasterAssist will refer you to qualified:** physicians, hospitals, clinics, ambulances, private duty nurses, dentists, dental clinics, services for the disabled, opticians, ophthalmologists, pharmacies, suppliers of contact lenses and medical aid equipment. For the convenience of the cardholder, MasterAssist will make arrangements for a general practice physician to consult the Beneficiary's hotel or current location while traveling. Although MasterAssist service will make every effort, this service may not be available in all states and countries. If a physician can not be dispatched, other arrangements will be made by MasterAssist and options will be offered to the Beneficiary. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder.

**Hospital admission:** If you require hospitalization, MasterAssist can organize the hospital admission and, if requested, the guarantee of medical expenses. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

**Medical transportation/Medical evacuation** If the MasterAssist medical department determines that adequate medical facilities are not locally available in the event of an accident or illness, MasterAssist service will arrange for an emergency evacuation to the nearest facility capable of providing adequate care. The MasterAssist service team of physicians will be able to make travel recommendations including the mode of transport, whether or not an escort is needed (medical or non-medical), as well as ground transport requirements (for example, wheelchair assistance, ambulance at each end). It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder.

#### **Repatriation of remains**

In the event of the Beneficiary's death, MasterAssist will arrange for the repatriation of remains to the place of burial in his/her country of residence. Transportation of remains will be subject to international laws and regulations. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder.

### **Prescription transfer/shipping**

MasterAssist helps the Beneficiary replace lost or misplaced medication or other important items such as eyeglasses or contact lenses, by first endeavoring to find a local resource for replacement, or by locating and arranging prompt shipment of the item or its equivalent (subject to local law).

#### 2. Travel Services Medical Protection

If you have a medical emergency away from home, MasterAssist Medical Protection can help you get the best care. MasterAssist Medical Protection is an insurance program.

### What is covered:

- A global referral network of local physicians, dentists, hospitals, and pharmacies.
- Emergency treatment by a physician or dentist, for covered medical, surgical, and dental conditions arising from illness or accidental injury incurred during your trip. Each covered individual can receive up to USD \$2,500 in coverage. (Because coverage is secondary, file with your own insurance company first, then we'll help cover the difference.) There is a deductible of USD \$50 per person, per trip.
- Coverage is limited to emergency medical services resulting from accidental injury or emergency illness, which, if not treated immediately, could be expected by a prudent layperson to place a patient's life, or the life of an unborn child, in jeopardy or seriously impair the patient's bodily functions. Emergency illness benefits are limited to a maximum of USD \$500 per day.
- If you're hospitalized while traveling alone, we'll make arrangements to obtain care. If needed, we'll pay for transportation to another medical facility or your home. If you're traveling with dependent children, we'll arrange, and pay, for their return home if your hospitalization is expected to last 8 days or more.
- When you're traveling alone and hospitalized outside the United States for more than 8 days, we'll make and pay for travel arrangements for a round-trip, economy-class ticket to bring a relative or close friend to you. If you need to recuperate in a hotel after hospitalization, we'll pay up to USD \$75 a day, up to 5 days, to help cover hotel expenses.
- If you die while traveling, we'll arrange for your remains to be sent home, pay for repatriation, and help make arrangements for your travel companions(s) to get home. We would do the same for you if your travel companion(s) should die.
- If one of your immediate relatives dies at home while you're traveling abroad, we'll pay for your return to the United States.
- Coverage is secondary to any existing health and dental coverage (such as worker's compensation, disability benefits law, or similar law) whether or not a claim is filed under such insurance.

### Who is covered:

• You, your spouse, and unmarried dependent children under age 22, traveling with you.

### Where you're covered:

• At locales 100 miles or more from your home\*, except in Afghanistan, Iran, Iraq, Kampuchea, Laos, Libya, Myanmar, North Korea, Sri Lanka, Vietnam, and other countries we deem unsafe.

### When you're covered:

• You're covered from the day you leave until midnight of the 60th day of your trip, or the day you return to your city of residence, whichever is sooner. If your trip is extended due to a covered illness or injury, coverage extends to 48 hours after your return.

### What is NOT covered:

- Services, supplies, or charges not prescribed by, or performed by, or upon the direction of a physician or dentist, not medically necessary, rendered by other than hospital providers, not legally obligated to pay in the absence of any coverage.
- Experimental/investigative services, or telephone consultations.
- Medical or dental expenses payable under any existing group health or accident insurance or for any expenses incurred after your return to your city of residence.
- War or hostilities of any kind (for example, commotion); confiscation or damage caused by any government, public authority or customs official; risks of contraband; illegal activity or acts and military duty.
- Air travel, except as a passenger on a licensed aircraft operated by an airline or air charter company.
- Non-emergency services, supplies, or charges.
- Injury, illness, or loss due to normal pregnancy or childbirth, professional athletics or training, participation in any athletic events that require payment of any entry fee, including training for such event(s); mountain climbing, motor competition, intentionally self-inflicting harm.

## Additional information:

 All medical transportation must be approved by both the attending doctor and the Assistance Center staff. All other travel benefits must be approved in advance by the Center. All travel will be scheduled, economy class, if original ticket(s) cannot be used. MasterAssist must be given the return ticket(s), or must be reimbursed the value of unused ticket(s). Expenses without prior approval of the Center will not be reimbursed. The maximum amount paid for travel and repatriation costs, beside shipment of remains, is USD \$10,000 on any single covered trip.

• By making a request for assistance, or a claim for health or dental benefits, you assign to AXA Assistance the rights to receive benefits and/or reimbursement payable under other health or dental insurance for covered services performed or paid for by AXA Assistance.

### How to file a claim:

- 1. Call **1-800-MC-ASSIST (1-800-622-7747)** or, from outside the U.S., call collect **636-722-7111** to obtain a claim form. Report the claim within 60 days of the completion of the care you receive, or we will not be able to honor your claim.
- 2. Complete and send the claim form with all documentation to the MasterCard Assistance Center.

**Reminder:** Please refer to the Final Legal Disclosure section.

\*If a cardholder's mailing address is in the State of New York, mileage requirement is not applicable.

#### 3. Legal Assistance

The Beneficiary is entitled to obtain the following services:

#### Legal Referrals

MasterAssist provides referrals to lawyers or other legal service providers including the provider's name, address, telephone number, office hours, specialty and language resources. Whenever there is sufficient information to do so, we shall refer you to two or more legal professionals so that the Beneficiary may have the benefit of choosing. MasterAssist uses reasonable efforts to ensure that its referrals are to legal service providers who meet the reasonable professional standards of the country or city where the traveler is located. MasterAssist will also follow up with the Beneficiary in each case to ensure that the service rendered was satisfactory.

#### Legal Assistance - Up to USD \$1,000

If you are jailed (or threatened to be) following a road traffic accident, MasterAssist can appoint and advance the fees of a lawyer. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

#### Advance payment for bail bond–Up to USD \$5,000

If you are jailed (or threatened to be) following a road traffic accident, MasterAssist shall advance the bail bond. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

#### 4. Travel Personal Assistance

MasterAssist will make available to Beneficiary:

- Information for preparing a journey
- Information on visas, passports
- Information on inoculation requirements for foreign travel
- Information on customs and duty regulations,
- Information on foreign exchange rates and valueadded taxes
- Referrals to Embassies or Consulates
- Referrals to Interpreters
- Dispatch of an Interpreter

In case of imprisonment, hospitalization or circumstances that demand the services of an interpreter, MasterAssist shall make the necessary arrangements to provide the Beneficiary with an interpreter. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

#### 5. Travel-Oriented Emergency Assistance Cash advances Up to USD \$5,000

In the event of lost or stolen cash, Travelers Checks, credit and charge cards or in the event that there are no ATMs available at the Beneficiary's location, MasterAssist shall advance cash to the Beneficiary (to be charged to cardholder's account and subject to authorization by the Card issuer).

#### Urgent message relay

Transmission of urgent messages from the Beneficiary to relatives, business associates, friends residing in his/her country of residence and vice versa.

#### Luggage assistance

MasterAssist shall provide assistance in locating lost luggage and shall provide to the Beneficiary regular updates on the location status.

# Lost document, ticket replacement, and return trip assistance

In case of loss or theft of the Card, travel tickets, passport, visa or other identity papers necessary to return home, MasterAssist will provide assistance in replacing them by contacting local police, consulates, airline company or other appropriate entities. In the event of loss or theft of the transportation ticket to return home, a replacement transportation ticket can be arranged. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

# III. Cost of the Assistance Service Provided

MasterAssist offers valuable emergency assistance services, however it is not insurance coverage. Please keep in mind that you will be responsible for the fees incurred for professional or emergency services requested of MasterAssist<sup>™</sup> Travel Assistance Services (such as, medical or legal bills).

Most of the assistance services are offered to the cardholder at no cost; however, according to circumstances and depending on the nature of the requested service, AXA Assistance may have to advance payment on behalf of the cardholder subject to the cardholder's approval. In this case, the advanced payment and associated delivery fees shall be reimbursed to AXA Assistance through the debit of the cardholder's Card account, subject to prior approval of the cardholder's issuing bank. In the event approval for the charge is not granted by the issuing bank, the payment coverage/monetary advance will not be provided.

#### 6. Master Roadassist® Service

- If your car breaks down on the road while you are traveling in the 50 United States or the District of Columbia, just call **1-800-MC-ASSIST** (1-800-622-7747) 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 (jump-starts, towing, gas delivery, tire changes) are pre-negotiated. Road service fees will be automatically billed to your Card account.
- You are responsible for emergency road service charges incurred by towing facilities responding to your dispatch, even if you are not with your car (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 vehicle, be sure to call the car rental agency before you call **1-800-MC-ASSIST**, (1-800-622-7747) as many rental agencies have special procedures regarding emergency road service.

**Reminder:** Please refer to the Final Legal Disclosure section below.

# MasterCard VAT reclaim service

#### VAT Refunds on Business Travel Expenses

U.S. Companies are entitled to recover the Value Added Taxes (VAT) expenses that your company employees incur on foreign business travel.

The VAT paid on hotel accommodations, employee meals, conferences, exhibitions, trade shows, car hire, and similar business travel expenses are recoverable in most European countries.

The rules and scope of VAT recovery vary from country to country, but we will determine what is eligible for reclaim and will handle all the claim processing and submissions to the VAT Refunding Authorities.

To claim VAT refunds, it is essential that your company be able to provide the original hard-copy supplier invoices on which you paid VAT.

Cardholders can avail themselves of a discounted fee based on a percentage of the recovered VAT.

For information on our VAT recovery services and to commence your company's VAT reclaim process, contact:

U.S. Toll free:1.800.306.6068Int'l. telephone:+353.66.97.61772E-mail:contact@fexcovatrefunds.comWeb:www.fexcovatrefunds.com

### MasterCard Global Service

MasterCard Global Service<sup>®</sup> provides worldwide, 24-hour assistance with lost and stolen card reporting, emergency card replacement, and emergency cash advance. Call MasterCard Global Service immediately to report your card lost or stolen and to cancel the account. If you need to make purchases or arrange for a cash advance, with your issuer's approval, you can receive a temporary card the next day in the United States, and within two business days most 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-MC-ASSIST** (1-800-622-7747) or, from outside the U.S., call collect 636-722-7111. 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 75 countries worldwide. Some of the key toll free MasterCard Global Service telephone numbers are:

Australia	
Austria	
France	
Germany	
Hungary	
Ireland	
Italy	
Mexico	
Netherlands	
Poland	0-0800-111-1211
Portugal	
Spain	
United Kingdom	

For additional information, or for country-specific tollfree telephone numbers not listed above, visit our Web site at www.mastercard.com or call the United States collect at **636-722-7111**.

#### **Account Information and Card Benefits**

When in the United States, contact your card issuer directly for account information and **1-800-MC-ASSIST (1-800-622-7747)** for card benefits. When traveling outside the United States, call MasterCard Global Service to access your card issuer for account information or to access any of your card benefits.

#### **ATM Locations**

Call 1-800-4CIRRUS to find the location of a nearby ATM in the MasterCard ATM Network accepting MasterCard<sup>®</sup>, Maestro<sup>®</sup>, and Cirrus<sup>®</sup> brands. Also, visit our Web site at **www.mastercard.com** to use our ATM locator. You can get cash at over one million ATMs worldwide. Be sure you know your PIN (Personal Identification Number) before you travel in order to enable cash access. Applies to Cards setup with ATM access.

#### Account and Billing Information disclosure

**Important:** Contact your card-issuing financial institution directly for questions concerning your account, such as account balance, credit line, billing inquiries (including transaction exchange rates), merchant disputes, or information about additional services not described in this Guide. Your financial institution's phone number should be available on your monthly billing statement or on the back of your card.

#### **Final Legal Disclosure**

This Guide is not a policy or contract of insurance or other contract.

Benefits are purchased by MasterCard and provided free to you, but 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).

MasterRental, Purchase Assurance, Extended Warranty, and Travel Services Medical Protection coverage are provided under a master policy of insurance issued by Virginia Surety Company, Inc. This Guide is intended as a summary of benefits provided to you. All information about the insurance benefits listed in this Guide is governed by the conditions, limitations, and exclusions of the master policy.

As the insurer of the MasterCard coverage described herein, Virginia Surety Company, Inc. ("VSC") collects personal information about you from the following sources:

Information the insurer gathers from you, from your request for insurance coverage, or other forms you furnish to the insurer, such as your name, address, telephone number, and information about your transactions with the insurer such as claims made and benefits paid. The insurer may disclose all information it collects, as described above, to companies that perform administrative or other services on our behalf solely in connection with the insurer does not disclose any personal information about former insureds to anyone,

except as required by law. The insurer restricts access to personal information about you to those employees who need to know that information in order to provide coverage to you. The insurer maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information. Should you have any questions about the insurance procedures or the information contained within your file, please contact the insurer by writing to:

Compliance Department Virginia Surety Company, Inc. 175 W. Jackson Blvd. Chicago, IL 60604

**Effective date of benefits:** Effective May 1, 2014, this Guide replaces all prior disclosures, program descriptions, advertising, and brochures by any party. MasterCard and the insurer reserve the right to change the benefits and features of these programs at any time.

**Cancellation:** We can cancel these benefits at any time or choose not to renew the insurance coverage for all cardholders. If we do cancel these benefits, you will be notified at least sixty (60) days in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to MasterCard, 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 Cardholders 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.

**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.

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.

Benefits listed in this Guide are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt or possession of this Guide to Benefits does not guarantee coverage or coverage availability. FLD-2 (3/05)

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 a member's, or the MasterCard actual offerings, such master policies or actual offering shall control.

To file a claim or request MasterAssist Services, call

1-800-MC-ASSIST (1-800-622-7747) or, from outside the U.S., call collect 636-722-7111, or en Español: 1-800-633-4466.

Visit our Web site at www.mastercard.com.

BMO Financial Group is a registered trademark of Bank of Montreal. Diners Club, Diners Club International with Split Circle Device, and Carte Blanche are registered service marks of Diners Club International Ltd.

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