# **Fifth Third Commercial Card Guide to Benefits**

FIFTH THIRD BANK



CORPOR

JOHN M CARDHOLDER

COMPANY NAME

# Key Terms:

The following **Key Terms** apply to the following benefits: MasterRental, Purchase Assurance, Extended Warranty and **Lost** or **Damaged** Luggage.

#### **Key Terms:**

Throughout this document, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to New Hampshire Insurance Company, an AIG company.

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

Authorized driver(s) means a driver with a valid driver's license issued from their state of resident and indicated on the **rental agreement**.

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

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

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

**Checked 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 Mastercard<sup>®</sup> card.

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

**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.

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 <u>www.nada.com</u> 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.

# MasterRental Insurance Coverage Evidence of Coverage

- Pursuant to the below terms and conditions, when you rent a vehicle for thirty-one (31) consecutive days or less with your covered card, you are eligible for benefits under this coverage.
- Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear in bold and Legal Disclosures.

## A. To get coverage:

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

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

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

Your rental agreement must be for a rental period of no more than thirty-one (31) consecutive days. Rental periods that exceed or are intended to exceed thirty-one consecutive days are not covered.

## B. The kind of coverage you receive:

We will pay for the following on a primary basis:

- Physical damage and theft of the vehicle, not to exceed the limits outlined below.
- Reasonable loss of use charges imposed by the vehicle rental company for the period of time the
  rental vehicle is out of service. Loss of use charges must be substantiated by a location and class
  specific fleet utilization log.
- Towing charges to the nearest collision repair facility.
- Theft or damage to personal effects in transit in the rental vehicle or in any building en route during a trip using the rental vehicle. You must first file under other applicable insurance (e.g., home or business), and then we'll cover whatever is not covered by your insurance under our Secondary Personal Effects Insurance. Maximum coverage per rental period is \$1,000 per covered person, per occurrence. The total benefits per rental period cannot exceed \$2,000.

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

## C. Coordination of Benefits:

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

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

If you or an authorized driver's primary auto insurance or other coverage has made payments for a covered loss, we will cover your deductible and any other eligible amounts, described under the kind of coverage you receive, not covered by the other insurance.

Note: In certain parts of the United States and Canada losses to rental vehicles that are covered by your personal vehicle insurance policy liability section may not be subject to a deductible, which means that you may not receive any benefits from this program. Contact your insurance provider for full coverage details pertaining to your personal vehicle liability insurance policy (or similar coverage).

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

## D. Who is covered:

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

## E. Excluded rental vehicles:

- Vehicles not required to be licensed.
- All full-size vans mounted on truck chassis (including, but not limited to, Ford EconoVan), cargo vans, campers, off-road vehicles, and other recreational vehicles.
- Trailers, motorbikes, motorcycles, and any other vehicle having fewer than four (4) wheels.
- Antique vehicles (vehicles that are more than twenty (20) years old or have not been manufactured for at least ten (10) years), or limousines.

## F. Where you are covered:

Coverage is not available in countries where:

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

## G. Coverage limitations:

We will pay the lesser of the following:

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

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:

- Personal Effects Insurance does not cover animals, automobile equipment, motorcycles, boats, motors, sporting equipment, personal computers, household furniture, contact lenses, hearing aids, artificial teeth and limbs, currency, coins, deeds, bullion, stamps, securities, tickets, documents, perishables, delays, loss of market, or indirect or consequential losses or damages of any kind.
- Vehicle keys or rental company portable Global Positioning Systems (GPS).
- Vehicles not rented by the cardholder or **authorized user** on the covered card.
- Any person not designated in the rental agreement as an authorized driver.
- Any obligations you assume other than that what is specifically covered under rental agreement.
- Any violation of the written terms and conditions of the rental agreement.
- Any loss that occurs while driving under the influence of drugs or alcohol. Any loss associated with racing or reckless driving.
- Losses involving the theft of the rental vehicle when you or an authorized driver cannot

produce the keys to the rental vehicle at the time of reporting the incident to police and/or rental agency, as a result of negligence. Loss of keys is considered negligence.

- Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.
- Subsequent damages resulting from a failure to protect the rental vehicle from further damage. Blowouts or tire/rim damage unless caused by theft, vandalism or vehicle collision.
- Any damage that is of an intentional or non-accidental nature, caused by you or an authorized driver of the rental vehicle.
- Depreciation, diminishment of value, administrative, storage, or other fees charged by the vehicle rental company.
- Vehicles with a rental agreement that exceeds or is intended to exceed a rental period of thirty-one (31) consecutive days from a rental agency.
- Losses resulting from any kind of illegal activity.
- Damage sustained on any road not regularly maintained by a municipal, state, or federal entity.
- Losses as a result of war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Any loss involving the rental vehicle being used for hire, for commercial use, or as a public or livery conveyance.
- Theft of, or damage to, unlocked or unsecured vehicles.
- Value-added tax, or similar tax, unless reimbursement of such tax is required by law.
- Rentals made on a monthly basis.
- Items not installed by the original manufacturer.
- Inherent damage.
- Damage to windshields which is not the result a collision or roll-over (damage to a windshield is covered if such damage is due to road debris or road hazard).
- Leases or mini leases.
- Indirect or direct damages resulting from a covered claim.
- Charges for gasoline or airport fees.

In addition, We shall not be deemed to provide cover and We shall not be liable to pay any claim or provide any benefit under the group policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us, our parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

## I. How to file a claim:

- Visit <u>MyCardBenefits.com</u> or call the **1-800-Mastercard** to open a claim. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- 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 may not be honored:
  - Receipt showing the vehicle rental charge.
  - Statement showing the vehicle rental charge.
  - The rental agreement (front and back).
  - Copy of Your valid driver's license (front and back).
  - Copy of the declarations page of any primary vehicle insurance and other valid insurance or coverage if applicable.
  - Police report when the vehicle is stolen, vandalized (regardless of the damage), or involved

in a collision that requires the vehicle; to be towed, in a multi-vehicle collision, or the vehicle is not drivable.

- Police report detailing the theft of personal items.
- Replacement receipt for personal effect items.
- Itemized repair estimates from a factory registered collision repair facility.
- Copy of the vehicle rental company promotion/discount, if applicable.
- Copy of the vehicle rental location class specific fleet utilization log, if loss of use charges is being claimed. You must secure this log from the rental agency.
- Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

# Purchase Assurance Coverage Evidence of Coverage

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

Refer to Key Terms for the definitions of You, Your, We, Us, Our, and words that appear in bold and Legal Disclosures.

#### A. To get coverage:

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

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

- Most items you purchase entirely with your covered card are covered if damaged or stolen 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 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.

## E. How to file a claim:

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

# Extended Warranty Coverage Evidence of Coverage

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

#### A. To get coverage:

- You must purchase the new item entirely with your covered card and/or accumulated points from your covered card for yourself or to give as a gift.
- The item must have an original manufacturer's (or U.S. store brand) warranty of sixty (60) months or less.

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

- Extended Warranty doubles the original manufacturer warranty up to a maximum of twelve (12) months on most items you purchase. For products with multiple warranty components, each warranty time period will be extended up to a maximum of twelve (12) months. An example of a product with multiple warranty components includes an appliance with original manufacturer's (or U.S. store brand) warranties that differ for parts, labor, compressor, etc.
- If you purchase a service contract or an optional extended warranty of twelve (12) months or less on your item, we will cover up to an additional twelve (12) months after both the original manufacturer's (or U.S. store brand) warranty and the purchased service contract or extended warranty coverage period end. If your service contract or extended warranty exceeds twelve (12) months, this coverage does not apply.
- If you do not have an additional service contract or an optional extended warranty, this Extended Warranty benefit commences the day after your original manufacturer's (or U.S. store brand) warranty expires.

#### C. Coverage limitations:

- The maximum benefit for repair or replacement shall not exceed the actual amount charged on your covered card or \$10,000 USD, whichever is less.
- If either the original manufacturer's (or U.S. store brand) warranty or the service contract covers more than sixty (60) months, this benefit will not apply.
- We or our administrator will decide if a covered failure will be repaired or replaced, or whether you will be reimbursed up to the amount paid for the item. Items will be replaced with those of like kind and quality. However, we cannot guarantee to match exact color, material, brand, size, or model.

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

## D. What is NOT covered:

- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a manufacturer 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.

#### Di. How to file a claim:

- Call 1-800-Mastercard or go to <u>www.mycardbenefits.com</u> to initiate a claim. You must
  report the claim within sixty (60) days of the loss or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days from the date
  of failure or the claim may not be honored:
  - Receipt showing covered item(s).
  - Statement showing covered item(s).
  - Itemized purchase receipt(s).
  - Original manufacturer's (or U.S. store brand) warranty.
  - Service contract or optional extended warranty, if applicable.
  - Itemized repair estimates from a factory authorized service provider.

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

# Terms and Conditions for MasterAssist<sup>™</sup>

This document details the MasterAssist<sup>™</sup> services available to you as a member of the plan described as follows.

**Eligibility:** In order to be eligible for the services and benefits offered by Mastercard International through AXA Assistance USA, you must be a beneficiary as defined below.

Membership to the program is non-transferable.

**Duration of Coverage:** As long as You remain a Mastercard cardholder in good standing, you will have access to the assistance services described herein.

**Availability of Services:** MasterAssist is available worldwide, with the exception of those countries and territories which may be involved in an international or internal conflict, or in those countries and territories where the existing infrastructure is deemed inadequate by AXA Assistance USA to guarantee service. The Beneficiary may contact MasterAssist prior to embarking on a covered trip to confirm whether or not services are available at his/her destination(s).

Access: The services and benefits offered in the Mastercard program will be arranged by AXA Assistance USA.

For 24-hour emergency assistance call the Mastercard Assistance Center at: Toll free number in the United States: 1-800-307-7309 Outside the United States, call collect at 1-636-722-7111

#### I. GENERAL DEFINITIONS

**Beneficiary:** An eligible Mastercard cardholder in good standing whose card has been issued by an institution located in the United States and with his/her permanent address of residence within the United States; such cardholder's spouse; or, a dependent child under the age of nineteen (19) or under the age of twenty-five (25) in the case of a dependent full-time college student. In either case the family member resides permanently at the same address as the cardholder and is traveling with the cardholder.

Family Member: Any Beneficiary's common law spouse, and his or her children. MasterAssist<sup>™</sup>: Service provided by AXA Assistance USA, Inc. on behalf of Mastercard International.

#### II. 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 cannot 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 26, traveling with you.

#### Where you're covered:

 At locales 100 miles or more from your home\*, except in Afghanistan, Iran, Iran, 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, invasion, rebellion, insurrection, riot, or civil 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-Mastercard 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 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 value-added 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 Bene-ficiary (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 Mastercard 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 SERVICES 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 Mastercard 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.

#### 1. 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-Mastercard and tell us where you are.
- We'll send someone to the rescue. This is not only reassuring, but it may also save you
  money because fees for many services (jump-starts, towing, gas delivery, tire changes) are
  pre-negotiated. Road service fees will be automatically billed to your Mastercard
  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-Mastercard**, as many rental agencies have special procedures regarding emergency road service.

Reminder: Please refer to the Legal Disclosure section.

# 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.

Mastercard currently has one VAT Reclaim referral partner:

#### VAT Recovery with VAT IT

VAT IT offers global cross-border VAT and tax recovery. They recover VAT spent on business travel expenses in Europe, Australasia, Canada and Japan; recover tax on goods and services issued by foreign suppliers; recover aviation fuel tax charged in foreign countries; recover import VAT and other taxes when shipping equipment to foreign countries; recover VAT charged by foreign suppliers in the Meetings, Incentive Travel, Conferences, and Exhibitions/Events industry; and recover VAT and taxes on the purchase of travel components such as hotels, car rentals, and tour packages

They source and compile all relevant documentation required from foreign customers and tax authorities in order to facilitate withholder tax recovery.

For information on VAT recovery services, contact:

E-mail:	info@vatit.com
Web:	vatit.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-Mastercard (1-800-627-8372)**. When out-of-country and in need of assistance, you can easily reach a specially trained Mastercard Global Service Representative who can help you 24 hours a day, 365 days a year, in any language. You can call toll free from over 75 countries worldwide. Some of the key toll free Mastercard Global Service telephone numbers are:

Australia	1-800-120-113
Austria	0800-070-6138
France	0-800-90-1387
Germany	0800-819-1040
Hungary	
Ireland	1-800-55-7378
Italy	800-870-866
Mexico	
Netherlands	0800-022-5821
Poland	0-0800-111-1211
Portugal	
Spain	
United Kingdom	

For additional information, or for country-specific toll-free telephone numbers not listed above, visit our Web site at **www.mastercard.com** or call the United States collect at **1-636-722-7111**.

#### Account Information and Card Benefits

When in the United States, contact your card issuer directly for account information and 1-800-Mastercard for card benefits. When traveling outside the 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 <u>www.mastercard.com</u> to use our ATM locator. You can get cash at over two million ATMs worldwide. Be sure you know your PIN (Personal Identification Number) before you travel in order to enable cash access.

# Worldwide Automatic Travel Accident Insurance and Baggage Delay Insurance

**THE PLAN:** As a Fifth Third Commercial Card **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 Fifth Third Commercial Card account. If the entire cost of the passenger fare has been charged to your Fifth Third Commercial Card 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 Fifth Third Commercial Card account. This coverage does not include Commutation. Commutation is defined as travel between the Insured Person's residence and regular place of employment.

In conjunction with a covered trip, we will reimburse the cardholder up to the maximum Baggage Delay Benefit Amount of \$300. Our payment is limited to expenses incurred for the emergency purchase of essential items needed by the cardholder while on a covered trip and at a destination other than the cardholder's location of permanent residence. Baggage Delay means a delay or misdirection of the cardholder's property by a common carrier for more than four (4) hours from the time the cardholder's baggage and personal property contained in the baggage that has been checked in with a common carrier.

**IMPORTANT DEFINITIONS:** Accident or Accidental means a sudden, unforeseen, and unexpected event happening by chance. **Dependent Child(ren)** means those children, including adopted children and children placed for adoption, who are primarily dependent upon the Insured Person for maintenance and support and who are: 1) under the age of twenty-five (25) and reside with the Insured Person: or 2) beyond the age of twenty-five (25), permanently mentally or physically challenged, and incapable of self-support; or 3) under the age of twenty- five (25) and classified as a full-time student at an institute 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 \$250,000 is payable for accidental loss of life, two or more members, sight of both eyes, speech and hearing or any combination thereof. One half of the Benefit Amount is payable for accidental loss of: one member, sight of one eye, 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 World Mastercard for Business Credit Card account. The loss must occur within one year of the accident. The Company will pay the single largest applicable Benefit Amount. In no event will duplicate request forms or multiple charge cards obligate the Company in excess of the stated Benefit Amounts for any one loss sustained by any one individual insured as the result of any one accident. In the event of multiple accidental deaths per account arising from any one accident, the Company's liability for all such losses will be subject to a maximum limit of insurance equal to three (3) times the Benefit Amount for loss of life. Benefits will be proportionately divided among the Insured Persons up to the maximum limit of insurance.

#### **Baggage Delay**

We will reimburse the Insured Person up to the Daily Benefit Amount of \$100 per day for three (3) days in the event of a Baggage Delay. Our payment is limited to expenses incurred for the emergency purchase of essential items needed by the Insured Person while on a covered trip and at a destination other than the Insured Person's primary residence. Essential items not covered by Baggage Delay include, but are not limited to: 1) contact lenses, eyeglasses or hearing aids; 2)artificial teeth, dental bridges or prosthetic devices; 3) tickets, documents, money, securities, checks, travelers checks and valuable papers; or 4) business samples; The Baggage Delay Benefit Amount is excess over any other insurance (including homeowners) or indemnity (including any reimbursements by the airline, cruise line, railroad, station authority, occupancy provider) available to the Insured Person. Baggage Delay means a delay or misdirection of the Insured Person's Baggage by a **Common Carrier** for more than four (4) hours from the time the Insured Person's ticket.

**ELIGIBILITY:** This travel insurance plan is provided to Fifth Third Commercial Card **Cardholders** automatically when the entire cost of the passenger fare(s) is charged to a Mastercard Card account while the insurance is effective.

It is not necessary for you to notify your financial institution, the **administrator** or the Company when tickets are purchased.

**THE COST:** This travel insurance plan is provided at no additional cost to eligible Mastercard Card **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 self-inflicted injuries; 3) declared or undeclared war, but war does not include acts of terrorism. This insurance also does not apply to an accident occurring while an Insured is 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.

Essential items not covered by the Baggage Delay Benefits include, but are not limited to: 1) contact lenses, eyeglasses, or hearing aids; 2) artificial teeth, dental bridges or prosthetic devices; 3) tickets, documents, money, securities, checks, travelers checks and valuable papers; or 4) business samples.

**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.

HOW TO FILE A CLAIM: To file a claim please call 1-800-Mastercard. Claims are processed by the Claim Administrator, Crawford and Company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Crawford and Company, P.O. Box 4090, Atlanta, GA 30302, Fax Number 855-830-3728. Once a claim number is assigned, supporting documentation for the claim can also be submitted through Myclaimsagent.com.

**EFFECTIVE DATE:** This insurance is effective on the date that you become an eligible Mastercard Card **cardholder**, and will cease on the date the Master Policy 6477-44-67 is terminated or on the date your Mastercard account ceases to be eligible, 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**: Direct Marketing Group 13265 Bedford Avenue, Omaha, NE 68164.

Plan Underwritten by Federal Insurance Company a member insurer of the Chubb Group of Insurance Companies 9931 South 136th Street, Suite 100, Omaha, NE 68138

# Mastercard Easy Savings® Program

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

### Cardholder Terms & Conditions for Mastercard Easy Savings®Program – U.S. Small Business and Mastercard Easy Savings® Program – U.S. Commercial

Mastercard International Incorporated ("Mastercard") is providing these Mastercard Easy Savings<sup>®</sup> Program - Terms and Conditions ("Terms and Conditions") with respect to your U.S. Mastercard small business signature debit, prepaid, or credit card (each, a "Small Business Card") and/or U.S. Mastercard Multi Card card, Mastercard Purchase Card card, and/or Mastercard Corporate Card card (each, a "Commercial Card"). Upon receipt or affirmative acceptance of these Terms and Conditions, you hereby accept the Terms and Conditions for the applicable Mastercard Easy Savings<sup>®</sup>Program - U.S. Small Business and/or the Mastercard Easy Savings<sup>®</sup>Program - U.S. Commercial (each, as applicable, the "Program"). You further accept these Terms and Conditions and ratify this acceptance by using, receiving or accepting any benefit of a rebate under the Program.

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

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

In these Terms and Conditions, the words "you" and "your" mean the person<sup>®</sup> or entity to whom a Card, as defined below, has been issued and any person or entity that you allow to use a Card, and the words "we," "us" and "our" mean Mastercard. "Program Web Site" means <u>www.easysavings.com</u> for the Mastercard Easy Savings<sup>®</sup> Program - U.S. Small Business or <u>www.easysavings.com/commercial</u> for the Mastercard Easy Savings<sup>®</sup> Program - U.S. Commercial (or such other web sites as we may establish for the Program).

Participation: For Mastercard Easy Savings<sup>®</sup>Program - U.S. Small Business only: If you have been notified by the issuer that issued your Mastercard Small Business Card that your Mastercard Small Business Card has been automatically enrolled in the Program, you may participate in the Program effective as of the date indicated in the notification from the issuer. You may also go to <u>www.easysavings.com</u> and register to receive program updates, and see your and/or your employees' card rebates at that site. Otherwise, you may enroll in the Program, with an eligible Small Business Card, on the Program Web Site. For Mastercard Easy Savings<sup>®</sup> Program - U.S. Commercial only: If you have been notified by the issuer that issued your Mastercard Commercial Card that your Mastercard Commercial Card has been enrolled in the Program, you may participate in the Program immediately.

The Program is available only to cardholders using eligible, enrolled Small Business Cards or Commercial Cards, as applicable, issued by a United States financial institution ("Cards"). You must be enrolled in the Program prior to using a Card at a Merchant, as defined below, or to receive the rebate benefits of the Program.

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

For Mastercard Easy Savings<sup>®</sup> Program – U.S. Small Business: <u>http://www.mastercard.com/easysav-</u> ings/common/en\_US/termsconditions.html, as may be amended from time to time.

For Mastercard Easy Savings<sup>®</sup> Program - U.S. Commercial: <u>http://www.mastercard.com/easysav-</u> ings/common/en\_MM/termsconditions.html, as may be amended from time to time.

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

Your Data: You agree to the terms of the Program's privacy notice as posted at <a href="https://www.mastercard.com/us/business/en/common/privacypolicy.html">https://www.mastercard.com/us/business/en/common/privacypolicy.html</a>, as may be amended from time to

time. You acknowledge and agree that your issuing bank and Mastercard may share and use data regarding you, your personnel and such Card usage with each other and with third parties, such as Merchants and service providers, to operate the Program and for internal operational purposes, including, but not limited to, sending you and your personnel e-mails regarding the Program.

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

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

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

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

**Program Information:** By enrolling or being enrolled in the Program, you agree to receive Program information via e-mail and to advise us of any change in your e-mail address by providing updated information via the Program Web Site. Please note that we will use information regarding purchase transactions initiated with your enrolled Card(s) to provide you with reports via the Program Web Site as well as for other purposes as determined by Mastercard.

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

without notice. Any terms, which by their nature should survive the termination of these Terms and Conditions, shall survive.

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

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

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

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

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

Mastercard Easy Savings<sup>®</sup> Program U.S. Small Business - Participating Merchants Offer Details: Restrictions, conditions, and limitations apply. Visit the Merchant detail pages at www.easysavings.com for more details.

Mastercard Easy Savings<sup>®</sup> Program for Commercial – Participating Merchants Offer Details: Restrictions, conditions, and limitations apply. Visit the Merchant detail pages at www.easysavings.com/commercial for more details.

<sup>®</sup>Mastercard, Mastercard Easy Savings Program, MASTERCARD EASY SAVINGS PROGRAM FOR COMMERCIAL and the Mastercard brand marks are registered trademarks of Mastercard International Incorporated. All third-party product and services names referenced herein are trademarks of their respective owners.

# Mastercard ID Theft Protection™ (IDT)

**Program Description:** Mastercard ID Theft Protection provides you with access to a number of Identity Theft resolution services, should you believe you are a victim of Identity Theft. This product offering prevents identity theft by monitoring the Internet, indexed and not, searching for compromised credentials and potentially damaging use of cardholders' personal information in order to detect fraud at its inception.

**Eligibility:** All Mastercard Corporate, Executive, World Elite, and Multi-Card Commercial cardholders in the US are eligible for this coverage.

Access: Simply contact **1-800-Mastercard** if you believe you have been a victim of Identity Theft.

Services provided: Services provided are on a 24-hour basis, 365 days a year. In order to receive the following services, you must enroll at <a href="https://mastercardus.idprotectiononline.com/">https://mastercardus.idprotectiononline.com/</a>.

The services include:

- Online Monitoring Dashboard (requires activation): The online monitoring dashboard is the primary user interface for cardholders. It serves as a repository of all the personally identifiable information (PII) data the cardholder wants to monitor, tracks and displays cardholders' risk score, and provides access to identity protection tips. It is also the platform for cardholders to respond to identity theft alerts.
- Monthly Risk Alert / Newsletter: Cardholders will receive a monthly newsletter with information on the cardholder's risk score, and articles pertaining to good identity theft practices.
- Identity Monitoring: IDT searches the internet to detect compromised credentials and potentially damaging use of cardholders' personal information, and alerts them via email so that they can take immediate action. This platform utilizes automated monitoring and human threat intelligence from cyber operations agents monitoring threat actors and their tactics on the deep and dark web where personal data is bought and sold. Data elements that can be monitored are:
  - Email addresses
  - Debit/credit cards
  - Bank Accounts
  - Web logins; username and password
  - Medical insurance cards
  - Drivers' license
  - Loyalty cards
  - Affinity cards
  - Passport number
  - Vehicle Insurance cards
  - Social Security Number

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

- Resolution Services: Cardholders will have access to a team of identity theft
  resolution specialists, available 24hours a day, 365 days a year to help resolve
  cardholders' identity theft incidents and prevent further damage. The resolution
  specialists are native speakers of English, French and Spanish, and are based out of
  Bethesda, Maryland. Cardholders are given the option to give limited power of
  attorney (LPOA) to the specialist, to allow them to conduct resolution activities on
  the cardholders' behalf, including contacting police, credit agencies, and other
  authorities, translating information, and closing and replacing breached accounts.
- Lost Wallet Assistance: Cardholders will be provided assistance with notifying the appropriate issuing authorities to cancel and replace stolen or missing items, such as their debit/credit, Social Security card, and passport.
- Emergency Cash Advance and Travel Arrangements: Cardholders are provided an emergency cash advance of up to \$500 and assistance with making travel arrangements, including airline, hotel, and car rental reservations. This service is available when an ID theft event occurs more than 100 miles away from the cardholders' primary place of residence.
- Single Bureau Credit Monitoring: Cardholders' TransUnion credit file will be
  monitored for changes that could indicate fraud such as new credit inquiries, an
  address change or new credit account(s) opened in their name. An alert
  notification via email will be sent anytime a hard inquiry is made on the
  cardholders' TransUnion credit file so they can take immediate action to minimize
  damage.

- Financial Account Takeover: IDT monitors cardholder's high-risk transactions with more than 300 of the nation's largest companies to uncover and thwart account takeover attempts. Monitored transactions include:
  - Credit cards
  - Bank accounts
  - Brokerage accounts
  - Healthcare portals
  - Workplace intranets
  - Other services (e.g. peer-to-peer fund transfers)

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

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

For more information regarding the service stated above and additional information, please visit <a href="https://mastercardus.idprotectiononline.com/">https://mastercardus.idprotectiononline.com/</a>.

#### Charges:

There is no charge for these services, they are provided by your Financial Institution.

#### Services NOT provided:

- When it is determined you have committed any dishonest, criminal, malicious or fraudulent act.
- When your financial institution or card issuer which provides this Service, has
  investigated the event and deemed you are responsible the charge or event.
- When any theft or unauthorized use of an account by a person to whom the account
  has been entrusted has been committed.

**Program provisions for Mastercard ID Theft Protection:** This service applies only to you, the named Mastercard cardholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the program. The provider, Generali Global Assistance, relies on the truth of statement made in the Affidavit or declaration from each cardholder. This service is provided to eligible Mastercard cardholders at no additional cost and is in effect for acts occurring while the program is in effect. The terms and conditions contained in this program guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide mailings, statement inserts, or statement messages. Mastercard or your financial institution can cancel or non-renew these services, and if we do, we will notify you at least thirty (30) days in advance. If the Provider non-renews or cancels any services provided to eligible Mastercard cardholders, you will be notified within 30–120 days before the expiration of the service agreement. In the event substantially similar coverage takes effect without interruption, no such notice is necessary. For general questions regarding these services, please contact **1-800-Mastercard**.

# **Account and Billing Information**

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

# 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 March 1, 2017, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

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

**Benefits to you:** These benefits apply only to the cardholder whose cards are issued by U.S. financial institutions. The United States is defined as the fifty (50) United States and the District of Columbia. 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.

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

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

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

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

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





Credit products are subject to credit approval and mutually acceptable documentation. Fifth Third Bank, National Association. Member FDIC.