Guide to Benefits for Mastercard® Cardholders

Common Carrier Trip Cancellation and Trip Interruption

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 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.

Charge means any non-refundable cancellation or change fee imposed by the 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 card.

Destination means the place where you expect to travel on your trip as indicated on your common carrier ticket.

Domestic Partner means an unmarried person in an intimate, committed relationship of mutual caring. They must share responsibility for basic living expenses with you. They must be at least eighteen (18) years old and not currently married and/or committed to another person.

Economy Fare means the lowest published rate for the most direct one-way ticket on the common carrier used for your trip.

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

Family Member means the spouse or domestic partner of you. It includes unmarried children of you under nineteen (19) years of age. It also includes unmarried children under twenty-six (26) years of age if a full-time student at an accredited college or university.

Injury means bodily injury caused by an accident that occurs while you are covered under this program, and results directly and independently of all other causes of loss. The injury must be verified by a physician.

Medically Imposed Restrictions means a restriction certified by your physician prohibiting you from traveling on a common carrier.

Physician means a licensed medical, surgical, or dental practitioner acting within the scope of his or her license. The treating physician may not be you, your family member, a traveling companion or related to you by blood.

Pre-existing Medical Condition means any condition resulting from any injury or sickness affecting you, a traveling companion, or a family member traveling with you within the sixty (60) day period prior to the purchase date of your trip. The condition must have (a) first manifested itself or exhibited symptoms which would have caused one to seek diagnosis, care, or treatment; (b) required taking prescribed drugs or medicine; or (c) required medical treatment or treatment was recommended by a physician. Taking maintenance medications for a condition that is considered stable shall not be included as a pre-existing medical condition.

Return Destination means the place to which you expect to return from your trip as indicated on your common carrier ticket.

Sickness means an illness or disease that is diagnosed or treated by a physician.

Traveling Companion means any individual(s) with whom you have arranged to travel on the same trip with the same itinerary and for which the cost of trip was charged with your covered card.

Trip means a scheduled period of travel with a destination and return destination away from your primary residence using a common carrier.

Trip Completion Date means the date on which you are scheduled to return to the return destination. Trip departure date means the date on which you are originally scheduled to leave on your trip.

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

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 **trip** entirely with your **covered card** for you, or your **family member**, and your **traveling companions**. If redeemable certificates, vouchers, coupons, or discounts awarded from frequent flier programs are used to purchase the trip, any remaining **charge** for the trip must be purchased entirely with your covered card.

B. The kind of coverage you receive:

Trip Cancellation

We will reimburse you for any incurred charge if you are required to cancel the trip, prior to the **trip departure date**, due to a covered reason. You must cancel the trip with your **common carrier** as soon as the covered reason arises. You must also advise the **administrator** immediately, as we will not pay benefits for any additional charges incurred that would not have been charged had you notified the common carrier and the claim administrator as soon as reasonably possible.

Covered reason is a **sickness**, **injury**, or death of you, your family member, or your traveling companion, which results in **medically imposed restrictions**.

Term of Coverage:

Coverage begins on the date the trip was purchased and ends on the trip departure date.

Coverage Limitations:

Coverage is limited to the lesser of the following:

- [Insert $ per trip, for example "$1,500"] per trip; and
- [Insert $ per 12 month period, for example "$5,000"] per 12 month period.

Coverage is secondary to any other applicable insurance or benefit available to you including benefits provided by the common carrier (including, but not limited to, exchanged tickets, drop in ticket prices, goodwill payments, refunds, credits, or vouchers).

Trip Interruption

If the trip is interrupted for a covered reason, we will reimburse you for the travel on a common carrier to your **return destination** or to rejoin your family members or travel companions at their current location.

Covered reason is a sickness, injury, or death of you, your family member, or your traveling companion, which results in medically imposed restrictions.

Term of Coverage:

Coverage begins on the trip departure date and ends on the **trip completion date**.

Coverage Limitations:

Coverage is limited to the lesser of the following:

- [Insert $ per trip, for example "$1,500"] per trip; and
- [Insert $ per 12 month period, for example "$5,000"] per 12 month period.

Coverage is secondary to any other applicable insurance or benefit available to you including benefits provided by the common carrier (including, but not limited to, exchanged tickets, drop in ticket prices, goodwill payments, refunds, credits, or vouchers).

C. What is NOT covered:

- **Pre-existing medical conditions.**
- Intentionally self-inflicted injuries, including suicide or attempted suicide.
- War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war.
- Participation in any military maneuver or training exercise.
- Piloting or learning to pilot or acting as a member of the crew of any aircraft.
- Mental or emotional disorders, unless hospitalized.
- Participation in professional athletics or underwater activities.
- Being under the influence of drugs or intoxicants.
- Commission of or the attempt to commit a criminal act.
- Participating in bodily contact sports (ex. boxing); skydiving; hang gliding; parachuting; mountaineering; any race; bungee cord jumping; or speed contest.
- Dental treatment except as a result of accidental injury to sound, natural teeth.
- Any non-emergency treatment or surgery, routine physical examinations.
- Hearing aids, eye glasses or contact lenses.
- Curtailment or delayed return for other than a covered reason.
- One-way travel that does not have a return destination.

D. How to file a claim:

- Call **1-800-Mastercard** or go to **www.mycardbenefits.com** to initiate a claim. You must report the claim within sixty (60) days of the failure or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days from the date of loss or the claim may not be honored:
  - o Covered card billing statement showing the charge for the covered trip.
  - o Proof of a covered reason including the completed **physician**'s form.
  - o Copy of the cancellation policy of the common carrier.
  - o Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

Legal Disclosure

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

Benefits are provided to you, the accountholder, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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