

This guide to benefits contains detailed information about insurance, protection and travel services you can access as a preferred cardholder. These programs and coverages apply to purchases and travel made on or after August 31, 2015. This guide supersedes any guide or program description you may have received earlier.

## MasterCard® Guide to Benefits for Commercial Cardholders and Business Debit Cardholders



We are pleased to include a robust group of **Shopping Benefits**, **Security Benefits**, and **Travel Benefits** that you'll enjoy when you use your Banner Bank Commercial, Commercial Rewards, or Business Debit Card. See either this folder, or [bannerbank.com](http://bannerbank.com), for complete detailed descriptions of each benefit.

### Shopping Benefits:

- **Extended Warranty Coverage:** Doubles the original manufacturer's or U.S. store brand warranty, up to a maximum of one year.
- **Purchase Assurance Coverage:** Provides coverage for most items purchased with your card, if the item is damaged or stolen within 90 days of the date of purchase, up to a maximum of \$1,000.

### Security Benefits:

- **MasterCard Global Service:** 24x7 customer service assistance with Lost and Stolen Card Reporting, Emergency Card Replacement, and Emergency Cash Advance. Call 1-800-MASTERCARD.
- **Zero Liability:** You pay only for the purchases you have authorized on your card, and you won't be held liable in the event of an unauthorized purchase. Exceptions apply.
- **Identity Theft Resolution Services:** Provides cardholders with access to: credit bureau notification, and ID Theft Affidavit, credit and charge card replacement, education materials, and ID Theft Resolution Kit.

### Travel Benefits:

- **MasterRental® Car Rental Collision Damage Waiver Insurance:** Pays for covered damages (physical damage and theft) to a rental vehicle when your card is used to initiate and pay for the entire rental transaction.
- **MasterAssist® Travel Assist Services:** available when 100 miles or more from home, including internationally. Legal Assistance, Travel Personal Assistance, Travel Services, Medical Assistance, and Road Assist Service.
- **MasterCard VAT (Value Added Tax) Reclaim Service:** The VAT Reclaim Service provides companies doing business in Europe, an easy and efficient way to reclaim their VAT.
- **For Commercial and Commercial Rewards Cards only - Worldwide Automatic Travel Accident Insurance and Baggage Delay:** \$250,000 Travel Accident Insurance Benefit during travel by common carrier, providing trip has been paid for using your card, and a Baggage Delay benefit of \$100/day for up to three days.

To file a claim or for more information on any of these services, call the MasterCard Assistance Center at 1-800-MASTERCARD or en Espanol: 1-800-633-4466.

## Extended Warranty

### Evidence of Coverage

Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear in bold and Final 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. Should you fail to properly register the original warranty as required by manufacturer, we will only double the actual warranty time period that you received from the manufacturer. An example of a product with multiple warranty components includes an appliance with original manufacturer's (or U.S. store brand) warranties that differ for parts, labor, compressor, etc.
- If you purchase a service contract or an optional extended warranty of twelve (12) months or less on your item, we will cover up to an additional twelve (12) months after both the original manufacturer's (or U.S. store brand) warranty and the purchased service contract or extended warranty coverage period end. If your service contract or extended warranty exceeds twelve (12) months, this coverage does not apply.
- If you do not have an additional service contract or an optional extended warranty, this Extended Warranty benefit commences the day after your original manufacturer's (or U.S. store brand) warranty expires.

#### C. Coverage limitations:

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

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

#### D. What is NOT covered:

- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a manufacturer warranty (repair or replacement amount will not include market value at time of claim); recycled, previously owned, refurbished, rebuilt, or remanufactured items; product guarantees (e.g., glass breakage).
- Floor models that do not come with an original manufacturer warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Parts, if purchased separately, may be covered.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items (examples: items wired directly to the electrical system or attached to structure of the building), fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Professional Services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals.)
- Application programs, operating software, and other software.
- All types of media with stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, film and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).

- Indirect or direct damages resulting from a covered loss.
- Mechanical failure arising from product recalls.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband, illegal activity, or acts.
- Mechanical failures caused by normal wear and tear or gradual deterioration where no failure has occurred.
- Mechanical failures caused by lack of maintenance/service
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Physical damage to the item.
- Any exclusion listed in the original manufacturer's warranty.
- Interest or conversion fees that are charged to you on the covered card by the financial institution.

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

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

## MasterRental 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 Final Legal Disclosures.

#### A. To get coverage:

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

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

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

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

The rented **vehicle** must have a **MSRP** that does not exceed \$50,000 USD.

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

We will pay for the following on a primary basis:

- Physical damage and theft of the **vehicle**, not to exceed the limits outlined below.
- Reasonable loss of use charges imposed by the **vehicle** rental company for the period of time the rental vehicle is out of service. Loss of use charges must be substantiated by a location and class specific fleet utilization log.
- Towing charges to the nearest collision repair facility.
- Theft or damage to personal effects in transit in the **rental** vehicle or in any building en route during a trip using the **rental** vehicle.

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

#### C. Coordination of Benefits:

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

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

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

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

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

#### D. Who is covered:

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

#### E. Excluded rental vehicles:

- All trucks, pickups, full-size vans mounted on truck chassis (including, but not limited to, Ford EconoVan), cargo vans, campers, off-road **vehicles**, and other recreational **vehicles**.
- All sport utility trucks. These are vehicles that have been or can be converted to an open, flat bed truck (including, but not limited to, Chevy Avalanche, GMC Envoy, and Cadillac Escalade EXT).
- Trailers, motorbikes, motorcycles, and any other **vehicle** having fewer than four (4) wheels.
- Antique **vehicles** (**vehicles** that are more than twenty (20) years old or have not been manufactured for at least ten (10) years), or limousines.
- Any rental **vehicle** that has a **MSRP** that exceeds \$50,000 **USD**.

#### F. Where you are covered:

Coverage is available worldwide.

Coverage is not available in countries where:

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

#### G. Coverage limitations:

We will pay the lesser of the following:

- a) The actual repair amount;
- b) Wholesale market value less salvage and depreciation;
- c) The rental agency's purchase invoice less salvage and depreciation; or
- d) \$50,000 **USD**.

In addition, coverage is limited to \$500 **USD** per incident for reasonable loss of use charges imposed by the **vehicle** rental company for the period of time the rental **vehicle** is out of service.

We will not pay for or duplicate the collision/damage waiver coverage offered by the rental agency.

#### H. What is NOT covered:

- Any personal item stolen from the interior or exterior of rental **vehicles**.
- **Vehicle** keys or portable Global Positioning Systems (GPS).
- **Vehicles** not rented by the cardholder or **authorized user** on the **covered card**.
- Any person not designated in the **rental agreement** as an **authorized driver**.
- Any obligations you assume other than that what is specifically covered under **rental agreement** or your primary vehicle insurance or other indemnity policy.
- Any violation of the written terms and conditions of the **rental agreement**.
- Any loss that occurs while driving under the influence of drugs or alcohol.
- Any loss associated with racing or reckless driving.
- Losses involving the theft of the rental **vehicle** when you or an **authorized driver** cannot produce the keys to the rental vehicle at the time of reporting the incident to police and/or rental agency, as a result of negligence.
- Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.
- Subsequent damages resulting from a failure to protect the rental **vehicle** from further damage.
- Blowouts or tire/rim damage that is not caused by theft or vandalism or is not a result of a **vehicle** collision causing tire or rim damage.
- Rental **vehicles** where collision/damage waiver coverage (or similar coverage) was accepted/purchased by you.
- Any damage that is of an intentional or 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.
- Interest or conversion fees that are charged to you on the covered card by the financial institution.

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

- Call the 1-800-MASTERCARD to request a claim form. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- **You may choose to assign your benefits under this insurance program to the rental agency from which you rented your vehicle. Please contact us or our designated representative for further details.**
- Submit the following documentation within one hundred and eighty (180) days of the incident or the claim will not be honored:
  - Completed and signed claim form.
  - Receipt showing the **vehicle** rental.
  - Statement showing the **vehicle** rental.
  - The rental agreement (front and back).
  - Copy of Your valid driver's license (front and back).
  - Copy of the declarations page of any primary **vehicle** insurance and other valid insurance or coverage.
  - Police report when the **vehicle** is stolen, vandalized (regardless of the damage), or involved in a collision that requires the **vehicle** to be towed, in a multi-vehicle collision, or the vehicle is not drivable.
  - Itemized repair estimate from a factory authorized collision repair facility.
  - Copy of the **vehicle** rental company promotion/discount, if applicable.
  - Copy of the **vehicle** rental location class specific fleet utilization log, if loss of use charges are being claimed. You must secure this log from the rental agency.
  - Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

## Purchase Assurance

#### Evidence of Coverage

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

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

#### D. What is NOT covered:

- Items left in public sight, out of arm's reach, lacking care, custody or control by the **cardholder**.
- Lost items, and items that mysteriously disappear (the only proof of loss is unexplained or there is no physical evidence to show what happened to the item) without any evidence of a wrongful act.
- Items that are **stolen** from any location or place (including, but not limited to, exercise facilities, places of employment, schools, or places of worship) due to the lack of due diligence by you or another party.
- Items lost, **stolen**, **damaged**, or mis-delivered while under the care, custody, and control of another party or common carrier (including, but not limited to, airlines, the U.S. Postal Service, UPS, FedEx, or other delivery services).
- Losses due to normal wear and tear, misuse, gradual deterioration, and/or abuse.
- Losses resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Losses that cannot be verified or substantiated.
- Items covered by a manufacturer's recall or class action suit.
- Items that you damage through alteration (including, but not limited to, cutting, sawing, shaping).
- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.

- **Stolen** items without documented report from the police.
- Items that are **damaged** during transport via any mode.
- Items stolen from the interior or exterior of a watercraft/boat, aircraft, motorcycle, automobile or any other motor vehicles.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Motorized equipment not designed for transportation and used solely for the upkeep and maintenance of a residence is eligible for coverage. (including, but not limited to, snow thrower, lawn mowers, and hedge trimmers).
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items (examples: items wired directly to the electrical system or attached to structure of the building), fixtures, or structures.
- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare, or precious metals, stamps, and coins, currency or its equivalent.
- Losses caused by insects, animals, or pets.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods, or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, computer programs, operating software, and other software.
- Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or **damage** by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Losses caused by liquids, fluids, oils, chemicals, or bodily fluids/excretions.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- Rented, leased, or borrowed items for which you will be held responsible.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Interest or conversion fees that are charged to you on the **covered card** by the financial institution.

**E. How to file a claim:**

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

## MasterCard Global Assistance

MasterCard Global Service™ 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 almost everywhere else. Remember, if you report your card lost or stolen, you will not be responsible for any unauthorized transactions on your account.

In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call 1-800-307-7309.

When out-of-country and in need of assistance, you can easily reach a specially trained MasterCard Global Service Representative who can help you 24 hours a day, 365 days a year, in any language. You can call toll-free from over 80 countries worldwide. Some of the key toll-free MasterCard Global Service telephone numbers are:

Australia	1-800-120-113	Mexico	001-800-307-7309
Austria	0800-21-8235	Netherlands	0800-022-5821
France	0-800-90-1387	Poland	0-0800-111-1211
Germany	0800-819-1040	Portugal	800-8-11-272
Hungary	06800-12517	Spain	900-97-1231
Ireland	1-800-55-7378	United Kingdom	0800-96-4767
Italy	800-870-866	Virgin Islands	1-800-307-7309

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

**Account Information and Card Benefits:**

When in the United States, contact your card issuer directly for account information and **1-800-MASTERCARD** for card benefits. When traveling outside the U.S., call MasterCard Global Service to access your card issuer for account information or to access any of your card benefits.

**ATM Locations:**

Call **1-877-FINDATM (1-877-346-3286)** to find the location of a nearby ATM in the MasterCard ATM Network accepting MasterCard®, Maestro®, and Cirrus® brands. Also, visit our Web site at [www.mastercard.com](http://www.mastercard.com) to use our ATM locator.

You can get cash at over one million ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel.

## Worldwide Automatic Travel Accident and Baggage Delay Insurance

### (This benefit is available only with Banner Bank's Commercial and Commercial Rewards Card products.)

Banner Bank Commercial or Commercial Rewards cardholders can benefit from the security and safety offered through Worldwide Automatic Travel Accident and Baggage Delay Insurance. If you charge the entire cost of travel passenger fare to your Banner Bank Commercial or Commercial Rewards card, you, your spouse, and your dependent child(ren) automatically will be insured against accidental loss of life, limb, sight, speech, or hearing; and, if your baggage is delayed, you will be reimbursed for the emergency purchase of essential items up to a maximum of \$300.

#### Key terms:

- **You or yours** means a Banner Bank Commercial or Commercial Rewards cardholder.
- **Common carrier** means any land, water, or air conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire.
- **Commutation** means travel between the insured person's residence and regular place of employment.
- **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 when the cardholder arrives at the destination on the cardholder's ticket.
- **Spouse** includes a domestic partner who is at least 18 years of age and who, during the past 12 months (1) has been in a committed relationship with the primary cardholder, (2) has been the cardholder's sole spousal equivalent, (3) has resided in the same household as the cardholder, and (4) has jointly been responsible with the cardholder for each other's financial obligations and who intends to continue the relationship indefinitely.
- **Dependent child(ren)** means unmarried children, including adopted children, those children placed for adoption, and step-children, who are primarily dependent upon the insured for maintenance and support and who are under the age of twenty-five (25) and reside with the insured; beyond the age of twenty-five (25) who are permanently mentally or physically challenged and incapable of self support; or up to the age of twenty-five (25), if classified as a full-time student at an institute of higher learning.
- **Benefit amount** means the loss amount applicable at the time the entire cost of the passenger fare(s) is charged to your Banner Bank Commercial or Commercial Rewards card account. The loss must occur within one year of the accident.
- **Member** means a hand or foot.
- **Loss** means, with respect to a hand, complete severance throughout or above the knuckle joints of at least four fingers on the same hand; with respect to a foot, complete severance through or above the ankle joint. The insurer will consider it a loss of a hand or foot even if they are later reattached.

#### To get coverage:

- You must charge the entire cost of the passenger fare(s) to your Banner Bank Commercial or Commercial Rewards card account, less redeemable certificates, vouchers, coupons, or free flights awarded from frequent flier cards.
- If the entire cost of the passenger fare has been charged to your Banner Bank Commercial or Commercial Rewards card prior to departure for the airport, terminal, or station, coverage also is 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 Banner Bank Commercial or Commercial Rewards card account.
- It is not necessary for you to notify the administrator or the insurance company when tickets are purchased.

#### The kind of coverage you receive:

##### Travel Accident Insurance Benefit up to \$250,000

##### \$300 Baggage Delay Benefit

- The full benefit 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.
- One-quarter of the benefit amount is payable for the accidental loss of the thumb and index finger of the same hand.
- The Baggage Delay amount is limited to \$100 per day, for three (3) days for a covered trip and at a destination other than the cardholder's location of permanent residence.
- Coverage is in excess if any other insurance, indemnity, or reimbursements from the common carrier are available to the insured person.
- 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) your spouse, b) your children, c) your parents, d) your brothers and sisters, and e) your estate.

#### Coverage limitations:

- The insurer will pay the single largest applicable benefit amount. In no event will duplicate request forms or multiple charge cards obligate the insurance 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 deaths per credit card account arising from any one accident, the insurer's liability for all such losses will be limited to a maximum limit of insurance equal to three times the applicable benefit amount for loss of life. Benefits will be proportionately divided among the insured persons, up to the maximum limit of the insurance.

#### What is NOT covered:

- Loss resulting from your emotional trauma, mental or physical illness; 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.
- Suicide, attempted suicide, or intentionally self-inflicted injuries.
- Declared or undeclared war, but war does not include acts of terrorism.
- An accident that occurs while you are inside, entering, or exiting any aircraft while acting or training as a pilot or crew member, but this exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency.
- Essential items, including but not limited to, contact lenses, eyeglasses, or hearing aids; artificial teeth, dental bridges, or prosthetic devices; tickets, documents, money, securities, checks, travelers checks, and valuable papers; or business samples.
- This coverage does not include commutation.

#### How to file a claim for Worldwide Automatic Travel Accident and Baggage Delay Insurance coverage:

- Call 1-800-MASTERCARD to request a claim form.
- Submit the following documentation within one hundred eighty (180) days of the incident or the claim will not be honored:
  - Completed and signed claim form.
  - MasterCard statement showing purchase of the fare.
  - Claim check and lost baggage report.
  - Receipts for any items purchased.
  - Any other documentation that may reasonably be requested.

Answers to specific questions can be obtained by writing to the Plan Agent: Plan Agent, DFS&A Insurance Agency, Inc., 80 West Upper Ferry Road, Suite 5, PO Box 77358, Ewing, NJ 0862

## MasterAssist Travel Assist Services

This document details the MasterAssist™ 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 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™:** 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 can not be dispatched, other arrangements will be made by MasterAssist and options will be offered to the Beneficiary. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder.

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

#### Medical transportation/Medical evacuation

If the MasterAssist medical department determines that adequate medical facilities are not locally available in the event of an accident or illness, MasterAssist service will arrange for an emergency evacuation to the nearest facility capable of providing adequate care. The MasterAssist service team of physicians will be able to make travel recommendations including the mode of transport, whether or not an escort is needed (medical or nonmedical), 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, Iraq, Kampuchea, Laos, Libya, Myanmar, North Korea, Sri Lanka, Vietnam, and other countries we deem unsafe.

#### When you're covered:

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

#### What is NOT covered:

- Services, supplies, or charges not prescribed by, or performed by, or upon the direction of a physician or dentist, not medically necessary, rendered by other than hospital providers, not legally obligated to pay in the absence of any coverage.
- Experimental/investigative services, or telephone consultations.
- Medical or dental expenses payable under any existing group health or accident insurance or for any expenses incurred after your return to your city of residence.
- War or hostilities of any kind (for example, 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 Final Legal Disclosure section.

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

#### 3. LEGAL ASSISTANCE

The Beneficiary is entitled to obtain the following services:

##### Legal Referrals

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

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

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

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

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

#### 4. TRAVEL PERSONAL ASSISTANCE

MasterAssist will make available to Beneficiary:

- Information for preparing a journey
- Information on visas, passports
- Information on inoculation requirements for foreign travel
- Information on customs and duty regulations,
- Information on foreign exchange rates and 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 Beneficiary (to be charged to cardholder's account and subject to authorization by the Card issuer).

##### Urgent message relay

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

##### Luggage assistance

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

##### Lost document, ticket replacement, and return trip assistance

In case of loss or theft of the 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™ 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.

#### 6. Master RoadASSIST® Service

- if your car breaks down on the road while you are traveling in the 50 United States or the District of Columbia, just call 1-800-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 Final 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.

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

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

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

**U.S. Toll free:** 1.800.306.6068

**Int'l. telephone:** +353.66.97.61772

**E-mail:** [contact@fexcovatrefunds.com](mailto:contact@fexcovatrefunds.com)

**Web:** [www.fexcovatrefunds.com](http://www.fexcovatrefunds.com)

## Identity Theft Resolution Services

### Program Description:

Personal Identity Theft Resolution Services provides you with access to a number of Identity Theft resolution services, should you believe you are a victim of Identity Theft.

### Eligibility:

To be eligible for this coverage, you must be a valid cardholder, whose name is embossed on an eligible MasterCard, and who resides in the United States.

### 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. They include:

- Providing the cardholder with a uniform Identity Theft Affidavit and providing assistance with completion of the Affidavit. It is the responsibility of the cardholder to submit the Affidavit to the proper authorities, credit bureaus, and creditors.
- Notifying all three major credit reporting agencies to obtain a free credit report for the cardholder and placing an alert on the cardholder's record with the agencies.
- Assisting the cardholder with debit, credit and/or charge card replacement.
- Assisting cardholder with membership/affinity card replacement.
- Educating the cardholder on how Identity Theft can occur and of protective measures to avoid further occurrences.
- Providing the cardholder with the Identity Theft Resolution Kit.
- Providing the cardholder with sample letters for use in canceling checks, ATM cards, and other accounts.

### Charges:

No, your Financial Institution provides these to you at no extra cost.

### Services are NOT provided when:

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

### Identity Theft Alerts:

MasterCard is offering Cardholders cyber security through Identity Theft Alerts, CSID's proprietary Internet surveillance technology that proactively detects the illegal trading and selling of personally identifiable information (PII) online. At any point in time, Identity Theft Alerts 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. Get started at no cost to you by enrolling at <http://www.mastercard.us/idtheftalerts>

### Program provisions for Personal Identity Theft Services

This service applies only to you, the eligible 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, CSIDentity Corporation 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.

## Final Legal Disclosure

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

Benefits are purchased and provided free to you, but non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

MasterRental, Extended Warranty and Purchase Assurance coverage is provided under a Group Policy of insurance issued by New Hampshire Insurance Company, an AIG company. This Guide to Benefits is intended as a summary of benefits provided to you. The attached Key Terms and EOC and all the information about the insurance benefits listed in this Guide to Benefits is governed by the conditions, limitations, and exclusions of the Group Policy.

**Effective date of benefits:** Effective February 1, 2015, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at anytime. Notice will be provided for any changes.

**Cancellation:** The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all **cardholders**. If the Policyholder does cancel these benefits, you will be notified at least thirty (30) days in advance. However, in the event that substantially similar coverage takes effect without interruption following the cancellation or non-renewal of benefits, you will not be notified. Any such notification, if necessary, may be in the form of the posting of a revised Guide to Benefits on [Marketingcenter.mastercard.com](http://Marketingcenter.mastercard.com). 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 You and Our positions.

The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, 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](http://www.adr.org)) will apply to any arbitration under this **EOC**. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this **EOC** and all transactions contemplated by this **EOC**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **EOC**.

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



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

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

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

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

Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. **Receipt and/or possession of this 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.

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

## Key Terms

### KEY TERMS

The following Key Terms apply to the following benefits: MasterRental, Extended Warranty and Purchase Assurance.

#### 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**.

**Covered card** means the MasterCard 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.

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

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

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

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

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

## MasterCard Easy Savings® Program for Business - U.S. Commercial Cardholder Terms & Conditions (09-14)

MasterCard International Incorporated ("MasterCard") is providing these MasterCard Easy Savings Program for Business - U.S. Commercial Cardholder Terms and Conditions ("Terms and Conditions") with respect to one or more of your U.S. MasterCard Commercial Credit Cards and/or Business Debit Cards. Upon receipt or affirmative acceptance of these Terms and Conditions, you hereby accept these Terms and Conditions for the MasterCard Easy Savings Program for Commercial (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 an eligible, enrolled Commercial Credit or Business Debit card. Please read these Terms and Conditions carefully and keep them for your records.

In these Terms and Conditions, the words "you" and "your" mean the person or entity to whom a Card, as defined below, has been issued and any person or entity that you allow to use a Card, and the words "we", "us" and "our" mean MasterCard. "Program Web Site" means [www.easysavings.com/commercial](http://www.easysavings.com/commercial) or such other web site as we may establish for the Program.

**Participation:** If you have been notified by the issuer that issued your MasterCard Commercial Credit Card or Business Debit Card that your MasterCard has been enrolled in the Program, you may participate in the Program immediately. The Program is available only to cardholders using eligible, enrolled Commercial Credit Cards and Business Debit Cards issued by a United States financial institution (each, a "Card"). 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 [http://www.mastercard.com/easysavings/common/en\\_MM/termsconditions.html](http://www.mastercard.com/easysavings/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 <https://www.mastercard.com/us/business/en/common/privacypolicy.html>, as may be amended from time to time. You acknowledge and agree that your issuing bank and MasterCard may share and use data regarding you, your personnel and such Card usage with each other and with third parties, such as Merchants and service providers, to operate the Program and for internal operational purposes, including, but not limited to, sending you and your personnel 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 for other purposes. Please refer to the Offer details provided by your issuing bank, 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.

**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 will not affect the validity of the remaining portions. Any waiver by us of our rights under these Terms and Conditions is binding only if in a writing signed by us. The use of your issuing bank and merchant names and logos in the Program is by permission only.

**MasterCard Easy Savings Program for Commercial – Participating Merchants Offer Details**  
Restrictions apply. Go to [www.easysavings.com/commercial](http://www.easysavings.com/commercial) for more details.

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If you do not wish to participate in the MasterCard Easy Savings Program, please contact Banner Bank at 1-800-272-9933.



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