

Capital One® World MasterCard® Guide to Benefits

Benefits that are always with you

IMPORTANT INFORMATION. PLEASE READ AND SAVE.

This Guide to benefits contains detailed information about extensive travel, insurance, and retail protection services you can access as a preferred cardholder. These programs and coverages apply to travel and retail purchases made on or after January 1, 2015. This Guide supersedes any guide or program description you may have received earlier.

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

“Card” refers to MasterCard card and “Cardholder” refers to a MasterCard cardholder.

EXTENDED WARRANTY

Evidence of Coverage:

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of You, Your, We, Us, Our, and words that appear in bold and Final Legal Disclosures CC-FLD (9.08).

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 twenty-four (24) months or less.

The kind of coverage you receive:

- > Extended Warranty doubles the original manufacturer warranty up to a maximum of twenty-four (24) months on most items you purchase. For products with multiple warranty components, each warranty time period will be extended up to a maximum of twenty-four (24) 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 twenty-four (24) months or less on your item, we will cover up to an additional twenty-four (24) 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 twenty-four (24) 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.

Coverage limitations:

- > The maximum benefit for repair or replacement shall not exceed the actual amount charged on your covered card or \$10,000, whichever is less.
- > If either the original manufacturer’s (or U.S. store brand) warranty or the service contract covers more than twenty-four (24) 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.

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’s 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, 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.
- > Items purchased for resale, professional, or commercial use.
- > Mechanical failures caused by lack of maintenance/service.
- > Losses caused by power surge; or 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.

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.

EW-CC-EOC (9.08)

IDENTITY FRAUD EXPENSE REIMBURSEMENT

Evidence of Coverage:

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of You, Your, We, Us, Our, and words that appear in bold and Final Legal Disclosures CC-FLD (9.08).

The kind of coverage you receive:

We will reimburse you for losses you incur as a result of identity fraud. Coverage is secondary to any other applicable insurance or coverage available to you. Coverage is limited to only those amounts not covered by any other insurance or coverage benefit.

Coverage limitations:

Coverage is limited to eligible expenses, up to \$1,000 per claim, as a result of identity fraud. There is a limit of one (1) claim(s) per twelve (12) month period.

Where you're covered:

Coverage applies only to losses arising out of an identity fraud occurring within any of the fifty (50) United States of America, Canada, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands.

What is NOT covered:

- > An act of fraud, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you, or by any authorized representative of you, whether acting alone or in collusion with you or others.
- > Damages or losses arising out of any business pursuits, loss of profits, business interruption, loss of business information, or other pecuniary loss.
- > Damages or losses arising from the theft or unauthorized or illegal use of your business name, d/b/a/ or any other method of identifying your business activity.
- > Any lost wages due to sickness or emotional breakdown.
- > Damages or losses of any type for which the financial institution is legally liable.
- > Damages or losses of any type resulting from fraudulent charges or withdrawal of cash from a debit or credit card.
- > Damages or losses of any type resulting from fraudulent withdrawals from financial accounts.
- > Indirect or direct damages or losses of any nature.
- > Any incident involving a loss or potential loss not notified to the relevant police authority within seventy-two (72) hours from the date you had knowledge of the loss.
- > Any costs due to delay in providing services, or damages resulting from any delay in services.
- > Losses that were incurred or commenced prior to this coverage being provided to you.
- > Fees or costs associated with the use of any investigative agencies or private investigators.
- > Any loss that is not a direct result of identity fraud.
- > Theft or damages of traveler's checks, tickets of any kind, negotiable instruments, cash or its equivalent, passports, or any documents.
- > Authorized charges that you have disputed based on the quality of goods or services.
- > Authorized account transactions or trades that you have disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions.

What to do if you're a victim of identity fraud:

- > Call **1-800-MASTERCARD** upon discovery of identity fraud to report the incident.
- > Contact all major credit bureaus (Experian, Equifax, TransUnion, etc.) immediately after discovery of identity fraud to place a fraud alert on your credit report.
- > File a police report in your local jurisdiction.
- > File a complaint with the Federal Trade Commission (FTC). You may be requested to file a report with other agencies, as necessary.
- > Follow all procedures for recovery and reasonable requests for information and assistance at all institutions affected.
- > Maintain a copy of all receipts, bills or other records that support

your claim for an Identity Fraud Expense Reimbursement payment. These records shall be kept in such manner that can accurately determine the amount of any loss.

- > Take any other reasonable steps available to protect your identity from any further fraudulent use.

How to file a claim:

- > Contact **1-800-MASTERCARD** to request a claim form. You must inform us or our administrator of an identity fraud case no later than sixty (60) from the date of discovery.
- > Submit the following documentation within one hundred and eighty (180) days after close of your identify fraud case or the claim may not be honored.
 - > Proof that a fraud alert was placed with each major credit bureau (Experian, Equifax, TransUnion, etc.) immediately after discovery of identity fraud.
 - > Copy of a police report from your local jurisdiction.
 - > Copy of results of any settlement or denial from credit card companies, banks, creditors, collection agencies, etc., concerning your identity fraud claim.
 - > Copy of the complaint filed with the Federal Trade Commission (FTC).
 - > Copy of all receipts, bills or other records that support your claim for an Identity Fraud Expense Reimbursement payment.
 - > Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

IDF-CC-EOC (9.08)

Note: Identity Fraud Expense Reimbursement is not available to residents of the state of New York.

MASTERRENTAL® INSURANCE

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

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 (31) consecutive days are not covered. The rented vehicle must have a MSRP that does not exceed \$50,000 USD.

The kind of coverage you receive:

We will pay for the following on a secondary 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.

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.

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:

- > You or an authorized driver's primary auto insurance;
- > Collision/damage waiver provided to you by the rental agency;
- > Any other collectible insurance;
- > 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 above, 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.

Who is covered:

- > The covered cardholder and those designated in the rental agreement as authorized drivers.

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.

Where you are covered:

Coverage is available worldwide.

Coverage is not available in countries where:

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

Coverage limitations:

We will pay the lesser of the following:

- > The actual repair amount;
- > Wholesale market value less salvage and depreciation;
- > The rental agency's purchase invoice less salvage and depreciation; or
- > \$50,000 USD.

In addition, coverage is limited to \$500 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.

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 what is specifically covered under the 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 the 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 surface, other than a bound surface such as concrete or tarmac.
- > 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.

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

MR-CC-EOC (9.08)

WORLDWIDE AUTOMATIC TRAVEL ACCIDENT AND BAGGAGE DELAY INSURANCE

The Plan:

As a Capital One® World MasterCard Cardholder, you, your spouse or domestic partner and unmarried dependent children

will be automatically insured against accidental loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any licensed common carrier, provided the entire cost of the passenger fare(s), less redeemable certificates, vouchers or coupons, has been charged to your MasterCard account. If the entire cost of the passenger fare has been charged to your MasterCard account prior to departure for the airport, terminal or station, coverage is also provided for common carrier travel (including taxi, bus, train or airport limousine); immediately, a) preceding your departure, directly to the airport, terminal or station b) while at the airport, terminal or station, and c) immediately following your arrival at the airport, terminal or station of your destination. If the entire cost of the passenger fare has not been charged prior to your arrival at the airport, terminal or station, coverage begins at the time the entire cost of the travel passenger fare is charged to your MasterCard account. "Common Carrier" means any land, water or air conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire. This coverage does not include Commutation which is defined as travel between the insured person's residence and regular place of employment.

Important Definitions:

"Accident" or "Accidental" means a sudden, unforeseen, and unexpected event happening by chance. "Dependent Child(ren)" means those children residing with the insured person, under the age of twenty-five (25), who are primarily dependent upon the insured person for maintenance and support. Dependent Children also means children beyond the age of twenty-five (25), who are permanently, mentally and physically challenged and incapable of self-support. Also included in the definition of dependent children are the insured person's dependent children under the age of twenty-five (25) who are classified as full-time students at an institution of higher learning. "Domestic Partner" means a person designated in writing by the primary insured person, who is at least eighteen (18) years of age, and who during the past twelve (12) months: 1) has been in a committed relationship with the primary insured person; and 2) has been the primary insured person's sole spousal equivalent; and 3) has resided in the same household as the primary insured person; and 4) has been jointly responsible with the primary insured person for each other's financial obligations, and who intends to continue the relationship above indefinitely.

The Benefits:

The full Benefit Amount of \$200,000 is payable for accidental loss of life, two or more members, sight of both eyes, speech and hearing or any combination thereof. One half of the Benefit Amount is payable for accidental loss of: one member, sight of one eye, speech or hearing. "Member" means hand or foot. One quarter of the Benefit Amount is payable for the accidental loss of the thumb and index finger of the same hand. "Loss" means, with respect to a hand, complete severance through or above the knuckle joints of at least four (4) fingers on the same hand; with respect to a foot, complete severance through or above the ankle joint. The Company will consider it a loss of hand or foot even if they are later reattached. "Benefit Amount" means the Loss amount applicable at the time the entire cost of the passenger fare is charged to a MasterCard account. The loss must occur within one year of the accident. The Company will pay the single largest applicable Benefit Amount. In no event will duplicate request forms or multiple charge cards obligate the Company in excess of the stated Benefit Amounts for any one loss sustained by any one individual insured as the result of any one accident. In the event of multiple accidental deaths per account arising from any one accident, the Company's liability for all such losses will be subject to a maximum limit of insurance equal to three times the Benefit Amount for loss of life. Benefits will be proportionately divided among the insured persons up to the maximum limit of insurance.

Baggage Delay:

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

Eligibility:

This travel insurance plan is provided to Capital One World MasterCard cardholders automatically when the entire cost of the passenger fare(s) are charged to their Capital One World MasterCard account while the insurance is effective. It is not necessary for you to notify Capital One, the administrator, or the Company when tickets are purchased.

The Cost:

This travel insurance plan is provided at no additional cost to eligible Capital One World MasterCard cardholders.

Beneficiary:

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

Exclusions:

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

How to file a claim:

Call **1-800-MASTERCARD** to request a claim form.

Claim Notice:

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

Claim Forms:

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

Claim Proof of Loss:

Complete proof of loss must be given to us within 90 days after the date of loss, or as soon as reasonably possible.

Failure to give complete proof of loss within these time frames will not invalidate any otherwise valid claim if notice is given as soon as reasonably possible and in no event later than 1 year after the deadline to submit complete proof of loss.

Claim Payment:

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

Effective Date:

This insurance is effective 7/1/06, or on the date that you become a Capital One World MasterCard cardholder, whichever is latest; and will cease on the date the Master Policy 6477-44-67 is terminated or on the date your Capital One World MasterCard account ceases to be in good standing, whichever occurs first. As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is simply an informative statement of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of Insurance are contained in the master policy on file with the Policyholder: Financial Customer Insurance Trust. If this plan does not conform to your state statutes, it will be amended to comply with such laws. If a statement in this description of coverage and any provision in the policy differ, the policy will govern. Answers to specific questions can be obtained by writing the Plan Administrator. To make a claim please contact the Plan Administrator.

TRIP CANCELLATION/INTERRUPTION INSURANCE

Who is Covered:

Cardholder, spouse and unmarried dependent children under age 25.

Definitions:

- > "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 institution of higher learning.
- > "Common carrier" means any licensed land, air, or water conveyance operated by those whose occupation or business is the transportation of persons or things without discrimination and for hire.
- > "Covered loss" means death, accidental injury, disease, or physical illness of the insured person or an immediate family member of the insured person; or default of the common carrier resulting from financial insolvency. The death, accidental injury, disease, or physical illness must be verified by a physician and must prevent the insured person from traveling on a covered trip.
- > "Covered trip" means a trip for which common carrier costs (other than taxi) are charged to the insured person's credit card account.
- > "Financial insolvency" means the inability of the entity to provide travel services because it has ceased operations, either following the filing of a petition for bankruptcy, whether voluntary or involuntary, or because it has ceased operations as a result of a denial of credit or the inability to meet financial obligations.
 - > "Immediate family member" means the insured person's (1) spouse; (2) children, including adopted children or stepchildren; (3) legal guardians or wards; (4) siblings or siblings-in-law; (5) parents or parents-in-law; (6) grandparents or grandchildren; (7) aunts and uncles; (8) nieces and nephews. Immediate Family Member also means spouse's children, including adopted children or step children; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-

law; grandparents or grandchildren; aunts and uncles; nieces and nephews.

- > Whenever the term spouse is used, the term 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.
- > "Non-refundable" means the amount of money paid by or on behalf of the insured person for a covered trip which will be forfeited under the terms of the agreement made with the common carrier for unused travel arrangements and for which a travel agent or travel supplier will not provide any other form of compensation.
- > "Pre-existing condition" means accidental injury, disease, or illness of the insured person or immediate family member of the insured person which occurs or manifests itself during the sixty (60) day period immediately prior to the purchase date of common carrier passenger fare(s). Disease or illness has manifested itself when: (1) medical care or treatment has been given; or (2) there exist symptoms that would cause a reasonably prudent person to seek medical diagnosis, care, or treatment. The taking of prescription drugs or medication for a controlled condition throughout this sixty (60) day period will not be considered to be a manifestation of illness or disease.
- > "Trip cancellation" means the cancellation of common carrier travel arrangements when the insured person is prevented from traveling on a covered trip on or before the covered trip departure.
- > "Trip interruption" means the insured person's covered trip is interrupted either on the way to the point of departure or after the covered trip departure.

To get coverage:

- > You must charge the entire cost of the passenger fare(s) to the covered account, less redeemable certificates, vouchers, coupons, or free flights awarded from frequent flier cards.

The kind of coverage you receive:

- > If a covered cardholder must cancel or interrupt a trip due to a covered loss, the policy will pay up to a maximum benefit of \$1,500 per trip to reimburse the cardholder for non-refundable expenses incurred.
- > The cardholder must relinquish any unused vouchers, tickets, coupons, or travel privileges for which he or she has been reimbursed.
- > "Covered trip" means a trip for which common carrier costs (other than taxi) are charged to the insured person's credit card account.

What is NOT covered:

This insurance does not apply to loss caused by or resulting from:

- > A pre-existing condition.
- > Accidental bodily injuries arising from participation in interscholastic or professional sports events, racing or speed contests, or uncertified scuba diving.
- > Cosmetic surgery, unless such cosmetic surgery is rendered necessary as a result of a loss covered under this policy.
- > The insured or an immediate family member being under the influence of drugs (except those prescribed and used as directed by a physician) or alcohol.
- > The insured or an immediate family member: a) traveling against the advice of a physician; or b) traveling while on a waiting list for specified medical treatment; or c) traveling for the purpose of obtaining medical treatment; or d) traveling in the third trimester (seventh month or after) of pregnancy.
- > Loss caused by or resulting from an insured person's emotional trauma, mental or physical illness, disease, pregnancy, childbirth, or miscarriage; bacterial or viral infection; or bodily malfunctions, except physical illness or

disease that prevents the insured person from traveling on a covered trip.

This exclusion does not apply to loss resulting from an insured person's bacterial infection caused by an accident or from accidental consumption of a substance contaminated by bacteria.

How to file a claim

> Call **1-800-MASTERCARD** to request a claim form.

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

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

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

CLAIM PAYMENT: For all benefits, the Company will pay to you the applicable benefit amount within 60 days after complete proof of loss is received and if you have complied with all of the terms of this policy.

Plan Underwritten By
Federal Insurance Company
a member insurer of the
Chubb Group of Insurance Companies
15 Mountain View Road, P.O. Box 1615
Warren, NJ 07061-1615

Plan Agent
Direct Marketing Group
13265 Bedford Avenue
Omaha, NE 68164

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.

TRAVEL ASSISTANCE SERVICES

Rely on Travel Assistance Services when you're away from home. Travel Assistance Services are your guide to many important services you may need when traveling. Benefits are designed to assist you or your travel companions when you're traveling 50 miles or more from home. This is reassuring, especially when you visit a place for the first time or do not speak the language. For services, call **1-800-MASTERCARD**. Enrollment is automatic and the assistance service is free

to cardholders. Please keep in mind that Travel Assistance Services is not insurance coverage and that you will be responsible for the fees incurred for professional or emergency services requested of Travel Assistance Services (for example, medical or legal bills). Travel Assistance Services are 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 to guarantee service. You may contact us prior to embarking on a trip to confirm whether or not services are available at your destination(s).

Master Trip® Travel Assistance:

- > Before you begin your trip, MasterTrip provides information on travel requirements, including documentation (visas, passports), immunizations, or currency exchange rates. The exchange rate provided may differ from the exact rate that issuers use for transactions on your card. Information on exchange rates for items billed on your statement should be obtained from the financial institution that issued your card. MasterTrip also will help you locate any lost or stolen travel materials, including luggage. This is not an insurance policy for lost/stolen luggage and we do not reimburse you for a permanent loss.
- > If you have a travel emergency and need cash, MasterTrip can arrange to transfer up to \$5,000 from a family member, friend, or business account.
- > This service does not provide maps or information regarding road conditions.

Travel Services Medical Assistance:

- > Provides a global referral network of general physicians, dentists, hospitals, and pharmacies. We also can help you refill prescriptions with local pharmacists (subject to local laws).
- > In the event of emergencies, a stateside physician or nurse can be contacted for consultation with the local medical staff and to monitor your condition. If you are hospitalized, we can arrange to have messages relayed home, transfer you to another facility if medically necessary; or have a family member or close friend brought to your bedside, if you have been traveling alone (at cardholder's expense). If a tragedy occurs, we'll assist in securing travel arrangements for you and your travel companion(s).

MasterLegal® Referral Service:

- > Provides you with English-speaking legal referrals or consultations with appropriate embassies and consulates regarding your situation.
- > Will assist in transfers of up to \$5,000 in cash from a family member, friend, or business to cover legal fees or to post bail. There is no charge for referral services; however, legal and bail fees are your responsibility.

Reminder: Please refer to the Final Legal Disclosure section.

CONCIERGE SERVICES

World MasterCard offers you the Capital One Concierge Service. Imagine your own Personal Assistant 24 hours a day, 7 days a week, 365 days a year, where knowledgeable experts can assist with whatever you need, whenever you need it. This takes "Concierge Service" to the next level with robust, personalized features that will save you time and simplify your day, such as:

- > Personal Profile to track preferences for travel, hotels, dining, entertainment, special occasions – and even food allergies.
- > Local experts who can provide on-site assistance with everyday household needs – like being there when the new appliance is delivered, because you can't be.
- > Access to unique dining and entertainment venues to turn a special occasion into a memorable experience.
- > Reminder service for those dates or events that you can't afford to miss.

- > Pre-trip planning services, providing you with critical information in advance of your trip including: 10-day weather forecast, travel requirements, city-specific news and conditions, safety and security advisory, suggested packing list, pre-arranged confirmations for dining and other services, top must-see attractions etc.

Let the Capital One Concierge assist you today, so you can have your day back! Our experts look forward to assisting you at **1-888-531-4227**.

PRICE PROTECTION COVERAGE

The Final Legal Disclosure is part of this agreement.

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 Virginia Surety Company, Inc.

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

Auction (online or live) means a place or Internet site where items are sold through price bids, price quotes; or where prices fluctuate based on the number of people purchasing, or interested in purchasing a product. (Examples include, but are not limited to, eBay, Ubid, Yahoo, public or private live auctions, etc.).

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.

Non-auction Internet advertisements means advertisements posted on the Internet, by a non-Auction Internet merchant with a valid tax identification number. The advertisement must have been posted within one hundred twenty (120) days after the date you purchased the product and must be for the identical item (advertisement must verify same manufacturer and model number). The printed version of the Internet advertisement must include the merchant's internet address and customer service telephone number, as well as the item including manufacturer, model number, sale price and date of publication.

Printed advertisements means advertisements appearing in a newspaper, magazine, store circular, or catalog which state the authorized dealer or store name, item (including make, model number), and sale price. The advertisement must have been published within one hundred twenty (120) days after the date you purchased the product and must be for the identical item (advertisement must verify same manufacturer and model number).

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. You must see either a printed advertisement or non-auction Internet advertisement for the same product (advertisement must verify same manufacturer and model number) for a lower price within one hundred twenty (120) days from the date of purchase as indicated on your receipt.

The kind of coverage you receive:

- > Purchases you make entirely with your covered card are covered for one hundred twenty (120) days from the date of purchase as indicated on your receipt for the difference between the price you paid and the lower price advertised.
- > 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 including benefits provided by the retailer (including, but not limited to, refunds, exchanges, and store credits). Coverage is limited to only those amounts not covered by any other insurance or coverage, or retailer benefits (including, but not limited to, refunds, exchanges, and store credits).

Coverage limitations:

Coverage is limited to the difference between the actual cost of the item (excluding taxes, storage, shipping, and handling costs) and the advertised lower price, up to \$250 per claim. There is a maximum of four (4) claims per cardholder account per twelve (12) month period.

What is NOT covered:

- > Any item purchased from an Internet site whose primary purpose is not the sale of the item or related items.
- > Items purchased for resale, rental, professional, or commercial use.
- > Jewelry, art, used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- > Customized/personalized, one-of-a-kind, or special-order items.
- > Layaway items; items returned to any store.
- > Any items purchased from an auction.
- > Items for which the printed advertisement or non-auction Internet advertisement containing the lower price was published after one hundred twenty (120) days from the date you purchased the item.
- > Items advertised or shown as price quotes, bids or final sale amounts from a non-auction Internet site.
- > Items advertised in or as a result of "limited quantity," "going out-of-business sales," "close out", or as "discontinued".
- > Printed advertisements or non-auction Internet advertisements that display pricing lower than your purchased item due to rebates, special offerings, bonuses, free items/giveaways, manufacturer's coupons, or special financing.
- > Professional services, including workmanship, installation, professional advice/counseling, and technical support, or help line.
- > Plants, shrubs, animals, pets, consumables, and perishables.
- > Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories.
- > Land, any buildings (including, but not limited, to homes and dwellings), permanently installed items, fixtures, structures, or home improvement.
- > Game animals, pets or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- > 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.
- > Differences in price due to sales tax, storage, shipping, handling, postage, transportation, and delivery.
- > Differences in price due to foreign exchange rates or fluctuation in foreign exchange rates.

How to file a claim:

For a Printed Advertisement:

- > Call **1-800-MASTERCARD** to request a claim form. You must report the claim within sixty (60) days of the incident or the claim may not be honored.
- > Submit the following documentation within one hundred and eighty (180) days of the advertisement's publication:
 - > Completed and signed claim form.
 - > A copy of the printed advertisement that shows the date of the advertisement, retailer name, the product (advertisement must verify same manufacturer and model number), and sale price.
 - > Receipt showing the item(s) was purchased.

- > Statement showing item(s) purchased and use of accumulated point.
- > Itemized purchase receipt(s).
- > Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

For a Non-Auction Internet Advertisement:

- > Call **1-800-MASTERCARD** to request a claim form. You must report the claim within sixty (60) days of the incident or the claim may not be honored.
- > Submit the following documentation within one hundred and eighty (180) days of the advertisement's publication:
 - > Completed and signed claim form.
 - > A copy of the non-auction advertisement that shows the date of the advertisement, website address, retailer name, the product (advertisement must verify same manufacturer and model number), sale price, and, if applicable, shipping, handling and other charges.
 - > Receipt showing the item(s) was purchased.
 - > Statement showing item(s) purchased.
 - > Itemized purchase receipt(s).
 - > Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

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**IDENTITY THEFT RESOLUTION SERVICES
FULL RESTORATION**

What are Personal Identity Theft Resolution Services?

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

Who is eligible for this coverage?

To be eligible for this coverage, you must be a valid Capital One World MasterCard cardholder who holds a MasterCard issued by a U.S. financial institution.

How can I access these services?

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

What are the services provided?

Services provided are on a 24-hour basis, 365 days a year. They include:

- > Concierge Level Certified Restoration specialist that works autonomously on behalf of the Cardholder and relieves the Cardholder of the direct involvement of processing necessary documentation, lengthy phone conversations and dispute resolutions.
- > Limited Power of Attorney (LPOA) to represent Cardholder during an identity theft event.
- > Multiple Tri-Bureau credit reports pulled at no cost to the Cardholder to help ensure a complete resolution of identity event and return of Cardholder to pre-victim status.
- > Assistance from a Specialist with cancelling the Cardholder's credit/debit card(s), membership cards, affinity cards and more in the event that identity theft has occurred (even if Cardholder has not experience a lost wallet.)
- > Ongoing communication with Specialist about the most current status of the Cardholder's fraud investigation until the fraud claim is successfully resolved.
- > Access to a Specialist who disputes with the consumer reporting agencies on behalf of the Cardholder to ensure that no fraudulent information negatively affects his consumer report history.
- > 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.
- > 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.

Internet Monitoring: MasterCard is making available CS Identity's proprietary Internet surveillance technology that proactively detects stolen personally identifiable information (PII) and compromised confidential data online. At any point in time, the Internet Monitoring functionality is tracking thousands of websites and millions of data points, alerting Cardholders that their personal information is detected in a compromised position online. This information is being gathered in real-time, giving Cardholders the opportunity to react quickly and take the necessary steps to protect themselves. For enrollment, Cardholders will have to register online and provide their specific PII to be tracked as monitored elements.

Is there a charge for these services?

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

When are services not provided?

- > When it is determined you have committed any dishonest, criminal, malicious, or fraudulent act.
- > When your financial institution or card issuer, which provides this service, has investigated the event and deemed you are responsible 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.

Program provisions for personal identity theft services

This service applies only to you, the named Capital One World 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, CS Identity, relies on the truth of statement made in the Affidavit or declaration from each cardholder. This service is provided to eligible Capital One World 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 Capital One World 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**.

MASTERCARD GLOBAL SERVICE

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

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

Account Information and Card Benefits:

When in the United States, contact your card issuer directly for account information and **1-800-MASTERCARD** for card benefits. When traveling outside the 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 **1-800-4CIRRUS** to find the location of a nearby ATM in the MasterCard ATM Network accepting MasterCard, Maestro®, and Cirrus® brands. Also, visit our website at 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.

ACCOUNT AND BILLING INFORMATION

Important:

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

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 Identity Fraud Expense Reimbursement coverage is provided under a Group Policy of insurance issued by Virginia Surety Company, Inc. This Guide to Benefits is intended as a summary of benefits provided to you. The attached Key Terms and EOC and all the information about the insurance benefits listed in this Guide to Benefits is governed by the conditions, limitations, and exclusions of the Group Policy.

Privacy Notice:

As the insurer of the covered card coverage described herein, Virginia Surety Company, Inc. (“VSC”) collects personal information about you from the following sources: Information the insurer gathers from you, from your request for insurance coverage or other forms you furnish to the insurer, such as your name, address, telephone number, and information about your transactions with the insurer such as claims made and benefits paid. The insurer may disclose all information it collects, as described above, to companies that perform administrative or other services on our behalf solely in connection with the insurance coverage you have received. The insurer does not disclose any personal information about former insureds to anyone, except as required by law. The

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

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

Effective date of benefits:

Effective January 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 sixty (60) days in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

Benefits to you:

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

Transfer of rights or benefits:

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

Misrepresentation and Fraud:

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

Dispute Resolution—Arbitration:

This EOC requires binding arbitration if there is an unresolved dispute between You and VSC concerning this EOC (including the cost of, lack of or actual repair or replacement arising from a loss or breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this EOC by a judge and/ or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, either You or VSC must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. You and VSC will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an “umpire.” Each party

will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and VSC. Unless otherwise agreed to by You and VSC, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this EOC. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this EOC and all transactions contemplated by this EOC, including, without limitation, the validity, interpretation, construction, performance and enforcement of this EOC.

Due Diligence:

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

Subrogation:

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

Salvage:

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

Other Insurance:

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

In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies. Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt and/or possession of this Guide to Benefits does not guarantee coverage or coverage availability. CC-FLD (9.08)

Key Terms:

The following Key Terms apply to the following benefits:

Extended Warranty, MasterRental, and Identity Fraud Expense Reimbursement.

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

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

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

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

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

Covered card means the MasterCard card.

Eligible expense(s) means reasonable and necessary attorney fees or court costs associated in removing any civil suit wrongfully brought against you as a result of identity fraud or any suit brought against you by a creditor or collection agency or other entity for non-payment of goods and/or services as a result of identity fraud, actual U.S. wages lost due to time off relating to efforts in resolving your identity fraud issues, loan applications fees, notarizing affidavits or other similar document cost, long distance telephone cost, and postage cost you may have incurred as a direct result of identity fraud.

Evidence of Coverage (EOC) means the document describes 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.

Identity fraud means the use of your name, address, Social Security number (SSN), bank, or credit card account number, or other identifying information without your knowledge to commit fraud or deception.

Loss means the eligible expenses related to your identity fraud.

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

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

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.

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

To file a claim or request Travel Assistance Services, call **1-800-MASTERCARD**, or en Español: **1-800-633-4466**. Visit our website at www.mastercard.com.

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