

This Guide to Benefit describes the benefit in effect as of 1/1/10. This benefit and description supersedes any prior benefit and description you may have received earlier. Please read and retain for your records. Your eligibility is determined by the date your financial institution enrolled your account in the benefit

Your Guide to

MasterCard Platinum Benefits

For questions about your balance, call the customer service number on your statement.

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TRAVEL ACCIDENT INSURANCE

Principal Sum: \$1,000,000

THIS IS AN ACCIDENTAL DEATH AND DISMEMBERMENT ONLY POLICY AND DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS

This Description of Coverage is provided to all eligible cardmembers and replaces any and all Descriptions of Coverage previously issued to the insured with respect to insurance described herein.

Eligibility and Period of Coverage

As a cardmember, you are covered beginning on January 1, 2010 or the date your credit card is issued, whichever is later.

You and your dependents¹ become covered automatically when the entire Common Carrier fare is charged to your covered card account ("Covered Persons"). It is not necessary to notify the financial institution, the Insurance Company, or the Plan Administrator when tickets are purchased. Coverage ends when the policy is terminated.

Benefits

Subject to the terms and conditions, if a Covered Person's accidental bodily Injury occurs while on a Covered Trip and results in any of the following Losses within

one (1) year after the date of the accident, the Insurance Company will pay the following percentage of the Principal Sum for accidental Loss of:

| | |
|---|------|
| Life | 100% |
| Both hands or both feet | 100% |
| Sight of both eyes | 100% |
| One hand and one foot | 100% |
| Speech and hearing | 100% |
| One hand or one foot and the sight of one eye | 100% |
| One hand or one foot | 50% |
| Sight of one eye | 50% |
| Speech or hearing | 50% |
| Thumb and index finger on the same hand | 25% |

In no event will multiple charge cards obligate the Insurance Company in excess of the stated benefit for any one Loss sustained by a Covered Person as a result of any one accident. The maximum amount payable for all Losses due to the same accident is the Principal Sum.

Loss means actual severance through or above the wrist or ankle joints with regard to hands and feet; entire and irrevocable loss of sight, speech or hearing; actual severance through or above the metacarpophalangeal joints with regard to thumb and index fingers. The life benefit provides coverage in the event of a Covered Person's death. If a Covered Person's body has not been found within one (1) year of disappearance, stranding, sinking, or wreckage of any Common Carrier in which the Covered Person was covered as a passenger, then it shall be presumed, subject to all other provisions and conditions of this coverage, the Covered Person suffered loss of life.

Injury means bodily injury or injuries, sustained by the insured person which are the direct cause of Loss, independent of disease cause of Loss, independent of disease or bodily infirmity, and occurring while the Covered Person is covered under this policy, while the insurance is in force.

Covered Trip means a trip (a) while the Covered Person is riding on a Common Carrier as a passenger and not as a pilot, operator, or crew member; (b) charged to your card; and (c) that begins and ends at the places designated on the ticket purchased for the trip. Covered Trip will also include travel on a Common Carrier (excluding aircraft), directly to, from, or at any Common Carrier terminal, which travel immediately precedes departure to or follows arrival at the destination designated on the ticket purchased for the Covered Trip.

Common Carrier means any scheduled airline, land, or water conveyance licensed for transportation of passengers for hire.

Exclusion: No payment will be made for any Loss that occurs in connection with, or is the result of: (a) suicide, attempted suicide, or intentionally self-inflicted injury; (b) any sickness or disease; (c) travel or flight on any kind of aircraft or Common Carrier except as a fare-paying passenger in an aircraft or on a Common Carrier operated on a regular schedule for passenger service over an

established route; or (d) war or act of war, whether declared or undeclared.

Beneficiary: Benefit for Loss of life is payable to your estate, or to the beneficiary designated in writing by you. All other benefits are payable to you.

Notice of Claim: Written Notice of claim, including your name and reference your card account, should be mailed to the Plan Administrator within twenty (20) days of a covered Loss or as soon as reasonably possible. The Plan Administrator will send the claimant forms for filing proof of Loss.

The Cost: This travel insurance is purchased for you by your financial institution.

Description of Coverage: This description of coverage details material facts about a Travel Accident Insurance Policy which has been established for you and is underwritten by Virginia Surety Company, Inc. Please read this description carefully. All provisions of the plan are in the policy, issued to the financial institution trust. Any difference between the policy and this description will be settled according to the provisions of the policy.

Questions: Answers to specific questions can be obtained by writing to the **Plan Administrator:**

CBSI Enhancement Services
550 Mamaroneck Avenue, Suite 309
Harrison, NY 10528

Underwritten by: Virginia Surety Company, Inc.
175 West Jackson Blvd., 11th Floor
Chicago, IL 60604

¹Your spouse, unmarried dependent child(ren), under age 19 (25 if a full-time student). No age limit for incapacitated child. Incapacitated child means a child incapable of self sustaining employment by reason of mental retardation or physical handicap, and chiefly dependent on you for support and maintenance. Dependent child(ren) receive 50% of your benefit amount.

Additional Provisions for Travel Accident Insurance: Travel Accident Insurance is provided under a master policy of insurance issued by Virginia Surety Company, Inc. (herein referred to as "Company"). We reserve the right to change the benefits and features of all these programs.

The financial institution or the Company can cancel or choose not to renew the Insurance coverages for all Insureds. If this happens, the financial institution will notify the accountholder at least thirty (30) days in advance of the expiration of the policy. Such notices need not be given if substantially similar replacement coverage takes effect without interruption and is provided by the same insurer. Insurance benefits will still apply to Covered Trips commenced prior to the date of such cancellation or non-renewal, provided all other terms and conditions of coverage are met. Travel Accident Insurance does not apply if Your card privileges have been suspended or canceled. However, insurance benefits will still apply to Covered Trips commenced prior to the date that Your account is suspended or canceled provided all other terms and conditions of coverage are met.

Coverage will be void if, at any time, the accountholder has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or the accountholder's interest herein, or in the case of any fraud or false swearing by the Insured

relating thereto. No person or entity other than the accountholder shall have any legal or equitable right, remedy, or claim for insurance proceeds and/or damages under or arising out of this coverage.

No action at law or in equity shall be brought to recover on this coverage prior to the expiration of sixty (60) days after proof of loss has been furnished in accordance with the requirements of this Description of Coverage.

The Company, at its expense, has the right to have you examined as often as reasonably necessary while a claim is pending. The Company may also have an autopsy made unless prohibited by law.

FORM #VTAI (07/08)

BAGGAGE DELAY REIMBURSEMENT

Reimbursement Level: \$300

How do I benefit from Baggage Delay Reimbursement?

When You pay for the entire cost of Common Carrier tickets with Your covered card, You will be eligible to receive reimbursement for theft or misdirection of your checked baggage by a Common Carrier for essential items needed by you, while on a covered trip and at a destination other than Your location of permanent residence. The maximum benefit is \$100.00 per day per cardmember up to a maximum of three (3) days or a total of \$300.00. Baggage Delay means the Common Carrier's delay or misdirection of Your checked baggage and the personal property contained therein is delayed for more than four (4) hours from the time You arrive at the destination printed on your ticket. This reimbursement is supplemental to and excess of any valid and collectible insurance and/or possible reimbursement from any other source.

Who is eligible?

To be eligible for this benefit, you must be a valid cardmember of an eligible U.S.-issued card.

What items are not covered?

- Business Items, cellular telephones, or art objects.
- Contact lenses, eyeglasses, sunglasses, hearing aids, artificial teeth, dental bridges, and prosthetic limbs.
- Items not contained in delayed checked baggage.
- Items specifically identified or described in and insured under any other insurance policy.
- Loss resulting from abuse, fraud, or hostilities of any kind (including, but not limited to, war, invasion, rebellion, or insurrection).
- Losses arising from confiscation or expropriation by any government or public authority or detention by customs or other officials.
- Money, securities, credit or debit cards, checks, and traveler's checks.
- Property shipped as freight or shipped prior to trip departure date.
- Tickets, documents (travel or otherwise), keys, coins, deeds, bullion, stamps, rugs and carpets, animals, cameras, electronic equipment, sporting equipment, and household furniture.

Definitions

Business Items means items that are used in the purchase, sale, production, promotion, or distribution of goods or services (including, but not limited to, manuals, computers and their accessories, software, data, facsimile, samples, collateral materials, etc.).

Checked Luggage means suitcases or other containers specifically designed for carrying personal belongings, for which a claim check has been issued to You by a Common Carrier.

Common Carrier means any land, water, or air conveyance operated under a license for the transportation of passengers for hire and for which a ticket must be purchased prior to commencing travel. Common Carrier does not include taxis, limousine services, or commuter rail or commuter bus lines.

Covered Trip means a trip (a) while the eligible cardmember is riding on a Common Carrier as a passenger and not as a pilot, operator, or crew member; (b) charged to your eligible card; and (c) that begins and ends at the places designated on the ticket purchased for the trip.

Immediate Family Member means Your Spouse or legal dependent children under age 18 (25 if enrolled as a full-time student at an accredited institution).

Spouse includes domestic partner which is a person who is at least 18 years of age and who during the last twelve months: 1) has been in a committed relationship with the cardmember; 2) has been the cardmember's sole spousal equivalent; 3) has resided in the same household as the cardmember; and (4) has been jointly responsible with the cardmember for each other's financial obligations and who intends to continue the relationship as stated above indefinitely.

You and Your means an enrolled Cardmember who has charged the covered trip to the eligible card as well as Immediate Family Members whose trips are charged to the Cardmember's eligible card.

What do I do if my checked baggage is delayed for more than four (4) hours?

Answers to specific questions or to file a claim can be obtained by writing to the Benefit Administrator:

CBSI Enhancement Services
550 Mamaroneck Avenue, Suite 309
Harrison, NY 10528

If Your baggage is delayed for more than four (4) hours, 1) immediately notify the Common Carrier to begin the Common Carrier's claim process, and 2) immediately notify the Benefit Administrator in writing. Written notification to the Benefit Administrator must be made within twenty (20) days from the date the checked baggage was delayed. The Benefit Administrator will answer any questions You may have and send You a claim form and instructions.

How do I file a claim?

Complete the claim form You receive from the Benefit Administrator. Mail the following items within ninety (90) days from the date the baggage was delayed to the address provided:

1. The completed claim form.
2. A copy of Your charge slip or receipt, as proof that the Common Carrier tickets were charged and paid for with Your eligible card.
3. A copy of the check, settlement, denial, or explanation of coverage issued by the Common Carrier together with a copy of the Common Carrier's completed claim form, and a copy of the luggage claim check.
4. A list and receipts for essential items purchased while baggage was delayed.
5. A copy of Your insurance declaration page or documentation of any settlement of the loss or theft.
6. Any other documentation deemed necessary by the Benefit Administrator to substantiate Your claim.

Additional Provisions for Baggage Delay Reimbursement: Baggage Delay Reimbursement is supplemental to and excess of any other valid and collectible avenue of recovery which is available to You, the eligible cardmember. This benefit will reimburse the excess amount once all other reimbursement has been exhausted up to the limit of liability.

This benefit is available only to You, the eligible cardmember. You shall use due diligence and do all things reasonable to avoid or diminish any loss to property protected by this benefit. This provision will not be applied unreasonably to avoid claims.

If You make any claim knowing it to be false or fraudulent, no coverage shall exist for such claim and Your benefits may be canceled. Each cardmember agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact by the cardmember.

No legal action for a claim may be brought against us until sixty (60) days after we receive Proof of Loss. After the expiration of two (2) years from the time written Proof of Loss was to be provided, no action shall be brought to recover on this benefit. Further, no legal action may be brought against us unless all the terms of this Guide to Benefit have been complied with fully.

This benefit is provided to eligible cardmembers at no additional cost. The terms and conditions contained in this Guide to Benefit may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefit mailings, statement inserts, or statement messages. The benefit described in this Guide to Benefit will not apply to cardmembers whose accounts have been suspended or canceled.

Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefit, and if we do, we will notify You at least thirty (30) days in advance. If the insurer non-renews or cancels any benefit provided to eligible cardmembers. This information is a description of the benefit provided to you as a cardmember. It is insured by Indemnity Insurance Company of North America.

FORM #VDEL BAG (09/09)

AUTO RENTAL COLLISION DAMAGE WAIVER

What is this benefit?

When certain terms and conditions are met, the Auto Rental Collision Damage Waiver benefit ("Auto Rental CDW") provides—at no additional charge—reimbursement for damage due to collision or theft up to the actual cash value of most rental vehicles. In your country of residence, this benefit is supplemental to, and excess of, any valid and collectible insurance from any other source. We will reimburse only for that damage or theft not payable by any other party. Here are answers to some commonly asked questions about the benefit.

Who is eligible?

You are eligible only if you are a valid cardmember whose name is embossed on an eligible U.S.-issued card. Only you as the primary renter of the vehicle and any additional drivers permitted by the auto rental agreement are covered.

What is covered?

Subject to the terms and conditions in this Guide to Benefit, Auto Rental CDW reimburses you for the deductible portion of your personal automobile insurance, valid administrative and loss-of use charges imposed by the rental car company, as well as reasonable towing charges resulting from covered damage or theft of the rental vehicle while it is your responsibility. If you do not have personal automobile insurance or any other insurance covering this loss, this benefit reimburses you for the covered damage or theft as well as valid administrative and loss-of-use charges imposed by the auto rental company and reasonable towing charges. Only vehicle rental periods that neither exceed nor are intended to exceed fifteen (15) consecutive days within your country of residence or thirty-one (31) consecutive days outside your country of residence are covered.

The benefit provides reimbursement up to the actual cash value of the vehicle as it was originally manufactured. Most private passenger automobiles, minivans, and sport utility vehicles are eligible, but some restrictions may apply. Please contact the Benefit Administrator to inquire about a specific vehicle.

Within your country of residence, this benefit supplements, and applies excess of, any valid and collectible insurance or reimbursement from any source. This means that, subject to the terms and conditions of this Guide to Benefit, Auto Rental CDW applies to losses or expenses that are not covered by insurance or reimbursement.

Covered losses are:

- Physical damage and/or theft of the covered rental vehicle.
- Valid loss-of-use charges imposed and substantiated by the auto rental company through a fleet utilization log.
- Reasonable and customary towing charges, due to a covered loss, to the nearest qualified repair facility.

How do I activate this benefit?

For the benefit to be in effect, you must:

- Initiate and complete the entire rental transaction with your eligible card, and
- Decline the auto rental company's collision damage waiver (CDW/LDW) option, or similar provision, if offered by the auto rental company.

Helpful hints:

- Check the rental vehicle for prior damage before leaving the rental lot.
- Review the auto rental agreement carefully to make sure you are declining CDW/LDW and also to familiarize yourself with the terms and conditions of the auto rental agreement.

What do I do if I have an accident or the rental vehicle is stolen?

Immediately call the Benefit Administrator at 1-800-348-8472 to report the theft or damage regardless of whether your liability has been established. If you are outside the United States, call collect at 0-804-673-1164. The Benefit Administrator will answer any questions you or the rental agency may have and will then send you a claim form.

All incidents must be reported immediately following the theft or damage, but in no event later than forty-five (45) days* following the date of the theft or damage. Furthermore, we reserve the right to deny any claim that contains charges that would not have been included had the Benefit Administrator been notified before those expenses were incurred. We therefore advise you to notify us immediately after any loss. You must make every reasonable effort to protect the rental vehicle from damage or theft.

What is not covered?

- Any obligation you assume under any agreement (other than the deductible under your personal auto policy).
- Any violation of the auto rental agreement or this benefit.
- Injury of anyone or damage to anything inside or outside the rental vehicle.
- Loss or theft of personal belongings.
- Personal liability.
- Expenses assumed, waived, or paid by the rental agency or its insurer.
- Cost of any insurance or collision damage waiver offered by or purchased through the auto rental company.
- Depreciation of the rental vehicle caused by loss or damage including, but not limited to "diminished value."
- Expenses reimbursable by your insurer, employer, or employer's insurance.
- Loss due to intentional acts, or due to the driver(s) being under the influence of alcohol, intoxicants, or drugs, or due to contraband or illegal activities.
- Wear and tear, gradual deterioration, or mechanical breakdown.
- Items not installed by the original manufacturer.
- Loss due to off-road operation of the rental vehicle.

- Loss due to hostility of any kind (including, but not limited to, war, invasion, rebellion, or insurrection).
- Confiscation by authorities.
- Vehicles that do not meet the definition of covered vehicles.
- Rental periods that either exceed or are intended to exceed fifteen (15) consecutive days within your country of residence or thirty-one (31) consecutive days outside your country of residence.
- Leases and mini leases.
- Loss or damage as a result of the cardmember's lack of reasonable care in protecting the rental vehicle before and after damage occurs (for example, leaving the vehicle running and unattended).
- Losses reported more than forty-five (45) days* from the date of loss.
- Losses for which a claim form has not been received within ninety (90) days* from the date of loss.
- Losses for which all required documentation has not been received within 365 days from the date of loss.
- Losses from rental transactions which originated in Israel, Jamaica, the Republic of Ireland, or Northern Ireland.

What if the auto rental company insists that I purchase the auto rental company's auto insurance or collision damage waiver?

Call the Benefit Administrator at **1-800-348-8472** for help. If you are outside the United States, call collect at 0-804-673-1164.

When and where do I have this benefit?

This benefit is available in the United States and most foreign **countries. No benefit is provided for motor vehicles rented in Israel, Jamaica, the Republic of Ireland, or Northern Ireland.** Additionally, this benefit is not available where precluded by law or in violation of the territory terms of the auto rental agreement or prohibited by individual merchants. **Because regulations vary outside the United States, we recommend you check with your auto rental company and the Benefit Administrator before you travel to make sure Auto Rental CDW will apply.**

This benefit is in effect while the rental vehicle remains in your control or in the control of a person permitted to operate the rental vehicle in accordance with the rental agreement between you and the auto rental company. This benefit terminates when the auto rental company re-assumes control of the rental vehicle.

How does this benefit apply?

Within your country of residence, Auto Rental CDW supplements, and applies excess of, any valid and collectible insurance or reimbursement from any source. It does not duplicate insurance provided by or purchased through the auto rental company; it will not pay for losses reimbursed by your own insurer, employer, employer's insurance, or any other valid and collectible insurance; however, it will pay for the outstanding deductible portion or other charges,

including valid administration and loss-of-use charges not covered by your applicable automobile insurance policy. Outside your country of residence or if you do not have automobile insurance, this benefit is primary in those countries where it is available, and in that case, you do not have to claim payment from any other source of insurance before receiving the benefits.

What types of rental vehicles are not covered?

Excluded worldwide are: expensive, exotic, and antique automobiles; certain vans; vehicles that have an open cargo bed; trucks; motorcycles, mopeds, and motorbikes; limousines; and recreational vehicles.

Examples of excluded expensive or exotic automobiles are the Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, and Rolls Royce. However, selected models of BMW, Mercedes-Benz, Cadillac, and Lincoln are covered.

An antique automobile is defined as any vehicle over twenty (20) years old or any vehicle that has not been manufactured for ten (10) years or more.

This benefit is provided for only those vans manufactured and designed to transport a maximum of eight (8) people and which is used exclusively to transport people.

If you have any questions regarding a specific vehicle, call the Benefit Administrator at **1-800-348-8472**. If you are outside the United States, call collect at 0-804-673-1164.

What do I need from the auto rental company in order to file an Auto Rental CDW claim?

At the time of the damage or theft, or when you return the rental vehicle, immediately ask the auto rental company for:

- A copy of the Accident Report Form and claim document, which should indicate the costs you are responsible for and any amounts that have been paid toward the claim.
- A copy of the initial and final auto rental agreement(s).
- A copy of the repair estimate or itemized repair bill.
- Two (2) photographs of the damaged vehicle, if available.
- A police report, if obtainable.

How do I file a claim?

You, the cardmember, are responsible for reporting your claim to the Benefit Administrator immediately, but in no event later than forty-five (45) days* from the date of theft or damage, or your claim may be denied. Notice to any other party will not suffice. Furthermore, we reserve the right to deny any claim that contains charges that would not have been included had the Benefit Administrator been notified before those expenses were incurred. We therefore advise you to notify us immediately after any theft or damage.

Mail the following documentation to the Benefit Administrator:

- The completed and signed Auto Rental CDW Claim Form. **Your completed claim form must be postmarked within ninety (90) days* of the date of the damage or theft, even if all other required documentation is not yet available, or your claim may be denied.**
- A copy of your receipt or monthly billing statement as proof that the entire vehicle rental was charged and paid for with your eligible card.
- A statement from your insurance carrier (and/or your employer or employer's insurance carrier, if applicable) or other reimbursement showing the costs for which you are responsible and any amounts that have been paid toward the claim. Or, if you have no applicable insurance or reimbursement, please provide a notarized statement to that effect.
- A copy of the declaration page from your automobile insurance carrier.

Enclose all the documents you received from the auto rental company:

- A copy of the Accident Report Form.
- A copy of the entire auto rental agreement(s).
- A copy of the repair estimate or itemized repair bill.
- Two (2) photographs of the damaged vehicle, if available.
- A police report, if obtainable.
- Any other documentation deemed necessary by the Benefit Administrator to substantiate the claim.

If you experience difficulty in obtaining all the required documents within ninety (90) days* of the date of theft or damage, just submit the claim form and any documentation you already have available. NOTE: All remaining documents must be postmarked within 365 days of the date of theft or damage.

Do I have to do anything else?

Usually not. Under normal circumstances, the claim will be paid within fifteen (15) days after the Auto Rental CDW Benefit Administrator has received all documentation necessary to fully substantiate your claim.

However, after the Benefit Administrator has paid your claim, all your rights and remedies against any party in respect of this theft or damage will be transferred to the Benefit Administrator to the extent of the cost of payment made to you.

You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.

* Not applicable to residents of certain states.

Additional Provisions for Auto Rental CDW: You must make every effort that would be made by a reasonable and prudent person to protect the Rental Vehicle from damage or theft. This provision will not be unreasonably applied to avoid claims.

If you make any claim knowing it to be false or fraudulent in any respect including, but not limited to, the cost of repair services, no coverage shall exist for such claim and your benefits may be canceled. Each cardmember agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud,

intentional concealment, or misrepresentation of material fact by the cardmember.

Once you report an occurrence, a claim file will be opened and shall remain open for six (6) months from the date of the damage or theft. No payment will be made on a claim that is not completely substantiated in the manner required by the Benefit Administrator within twelve (12) months of the date of damage or theft.

No legal action for a claim may be brought against us until sixty (60) days after we receive Proof of Loss. After the expiration of three (3) years from the time written Proof of Loss was to be provided, no action shall be brought to recover on this benefit. Further, no legal action may be brought against us unless all the terms of this Guide to Benefit have been complied with fully.

This benefit is provided to eligible cardmembers at no additional cost. The terms and conditions contained in this Guide to Benefit may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefit mailings, statement inserts, or statement messages. The benefit described in this Guide to Benefit will not apply to cardmembers whose accounts have been suspended or canceled.

Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefit, and if we do, we will notify you at least thirty (30) days in advance. This information is a description of the benefit provided to you as a cardmember. It is insured by Indemnity Insurance Company of North America.

FORM #VCCDW01 (06/08)

CELLULAR TELEPHONE PROTECTION

What is Cellular Telephone Protection?

Subject to the terms and conditions provided in this Guide to Benefit, Cellular Telephone Protection will reimburse the enrolled cardmember (the "Cardmember", also referred to as "You" or "Your") for damage to or theft of eligible Cellular Wireless Telephones. Eligible Cellular Wireless Telephones are limited to the primary line and up to the first two secondary, additional, or supplemental lines as listed on Your cellular provider's monthly billing statement for the billing cycle preceding the month in which the theft or damage occurred. Cellular Telephone Protection is subject to a fifty-dollar (\$50.00) co-payment per claim and a maximum of two (2) claims per twelve (12) month period. The maximum benefit limit is \$200 per claim and \$400 per twelve (12) month period.

Who is eligible for this protection?

Only Cellular Wireless Telephones purchased by the eligible cardmember will be covered. To be eligible for Cellular Telephone Protection, You must be a valid cardmember of an eligible U.S.-issued card enrolled in the Cellular Telephone Protection benefit and charge Your monthly Cellular Wireless Telephone bills to Your eligible card. Following the program effective date set forth above, Your Cellular Telephone Protection begins the first day of the calendar month following the payment of the Cellular Wireless Telephone bill using an eligible card. If a cardmember fails to make a Cellular Wireless Telephone bill payment in a particular month, the Cellular Telephone Protection is suspended until the first

day of the calendar month following the date of any future Cellular Wireless Telephone bill payment with the eligible card while the Cellular Telephone Protection benefit continues to be offered.

What type of protection is this?

Cellular Telephone Protection is supplemental to, and excess of, valid and collectible insurance or indemnity (including, but not limited to, Cellular Wireless Telephone insurance programs, homeowner's, renter's, automobile, or employer's insurance policies).

After all insurance or indemnity has been exhausted, Cellular Telephone Protection will cover the damage or theft up to \$200 per claim, subject the terms, conditions, exclusions, and limits of liability of this benefit as well as the fifty-dollar (\$50.00) co-payment. The maximum limit of liability is \$200 per claim occurrence, and \$400 per twelve (12) month period.

You will receive no more than the purchase price less your fifty-dollar (\$50.00) co-payment as recorded on Your submitted receipt.

What is not covered?

- Cellular Wireless Telephone accessories other than standard battery and/or standard antenna provided by the manufacturer.
- Cellular Wireless Telephone purchased for resale, professional, or commercial use.
- Cellular Wireless Telephones that are lost or "mysteriously disappear." "Mysterious disappearance" means the vanishing of an item in an unexplained manner where there is absence of evidence of a wrongful act by a person or persons.
- Cellular Wireless Telephone under the care and control of a common carrier (including, but not limited to, U.S. Postal Service, airplanes, or delivery service).
- Cellular Wireless Telephone stolen from baggage unless hand-carried and under Your personal supervision, or under the supervision of Your traveling companion who is previously known to You.
- Cellular Wireless Telephone stolen from a construction site.
- Cellular Wireless Telephone which has been rented, leased, borrowed or Cellular Wireless Telephones that are received as part of a pre-paid plan or "pay as you go" type plans.
- Cosmetic damage to the Cellular Wireless Telephone or damage that does not impact the Cellular Wireless Telephone's ability to make or receive phone calls.
- Damage or theft resulting from abuse, intentional acts, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion, or insurrection), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects or vermin.

- Damage or theft resulting from misdelivery or voluntary parting with the Cellular Wireless Telephone.
- Replacement Cellular Wireless Telephone not purchased from a cellular service provider's retail or Internet store.
- Taxes, delivery and transportation charges, and any fees associated with the cellular service provider.

Do I need to keep copies of receipts or any other records?

Yes. If You want to file a claim, You will need copies of Your card statement reflecting monthly Cellular Wireless Telephone bill payments during the time of the damage or theft and Your store receipt for purchase of Your new Cellular Wireless Telephone.

How do I file a claim?

Call the Benefit Administrator at 1-866-894-8569 within sixty (60) days of damage or theft. Please note: If You do not give such notice within sixty (60) days after the damage or theft Your claim may be denied. The Benefit Administrator representative will ask You for some preliminary claim information and send You the appropriate claim form. This claim form must be completed, signed, and returned with all the requested documentation within ninety (90) days from the date of damage or theft of the eligible Cellular Wireless Telephone or Your claim may be denied.

What do I need to submit with my claim?

- Your completed and signed claim form.
- Copies of Your card statement reflecting the entire monthly Cellular Wireless Telephone payments for the month preceding the date of damage or theft.
- A copy of Your cellular wireless service provider billing statement that corresponds with the above card statement.
- A copy of the original Cellular Wireless Telephone purchase receipt or other sufficient proof, as determined in the Benefit Administrator's sole discretion, of the Cellular Wireless Telephone model currently linked to Your Cellular Wireless Telephone account.
- If the claim is due to theft or criminal action, a copy of the police report filed within 48 hours of the occurrence.
- If the claim is due to damage, a copy of an insurance claim or other report as the Benefit Administrator, in its sole discretion, deems necessary to determine eligibility for coverage. In addition the Benefit Administrator may in its sole discretion require (a) an itemized estimate of repair from an authorized Cellular Wireless Telephone repair facility or (b) the Cardmember to submit the Cellular Wireless Telephone to the Benefit Administrator to evaluate the damage or (c) an itemized store receipt for the replacement Cellular Wireless Telephone showing the purchase was made at a cellular service provider's retail or Internet store (for example: Verizon Wireless, Cingular, Sprint Wireless, etc.).
- If the claim amount is less than Your personal homeowner's, renter's, or

automobile insurance deductible, a copy of Your insurance policy personal declaration page is sufficient for Your claim. If the claim amount is greater than Your personal homeowner's, renter's, or automobile insurance deductible, You are required to file a claim with Your applicable insurance company and to submit a copy of any claims settlement from Your insurance company along with Your claim form.

- Documentation (if available) of any other settlement of the claim.
- Any other documentation deemed necessary, in the Benefit Administrator's sole discretion, to substantiate Your claim. All claims must be fully substantiated as to the time, place, cause, and purchase price of the Cellular Wireless Telephone.

How will I be reimbursed?

Depending on the nature and circumstances of the damage or theft, the Benefit Administrator, at its sole discretion, may choose to repair or replace the Cellular Wireless Telephone or reimburse the cardmember for the lesser of a) \$200 excess of the fifty-dollar (\$50.00) co-payment; or b) the current suggested retail price of a replacement Cellular Wireless Telephone of like kind and quality, excluding taxes, delivery and transportation charges, and any fees associated with the Cellular Wireless Telephone service provider, less the fifty-dollar (\$50.00) co-payment. Please note: Cellular Telephone Protection is subject to a maximum of two (2) claim occurrences per twelve (12) month period. Under normal circumstances, reimbursement will take place within ten (10) business days of receipt and approval of claim form and all required documents.

Additional Provisions for Cellular Telephone Protection: This protection provides benefits only to You the eligible cardmember. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to the Cellular Wireless Telephone from damage or theft. This provision will not be applied unreasonably to avoid claims.

If You make any claim knowing it to be false or fraudulent in any respect including, but not limited to, the cost of repair services, no coverage shall exist for such claim and the Cellular Telephone Protection benefit may be canceled. Each cardmember agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact by the cardmember.

Once You report an occurrence of damage or theft, a claim file will be opened and shall remain open for six (6) months from the date of the damage or theft. No payment will be made on a claim that is not completely substantiated in the manner required by the Benefit Administrator within six (6) months of the date of damage or theft. After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of payment made to You. You must give all assistance as may be reasonably necessary to secure all rights and remedies.

No legal action for a claim may be brought against Us until sixty (60) days after the Benefit Administrator receives all necessary documentation needed to substantiate damage or theft. After the expiration of three (3) years from the time written Proof of Loss was to be provided, no action shall be brought to recover on this benefit. Further, no legal action may be brought against Us unless the terms and conditions of this Guide to Benefit have been complied with fully.

This benefit is provided to eligible cardmembers at no additional cost. The terms and conditions contained in this Guide to Benefit may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefit mailings, statement inserts, or statement messages. The benefit described in this Guide to Benefit will not apply to cardmembers whose accounts have been suspended or canceled. The Cellular Telephone Protection described in this Guide to Benefit will not apply to cardmembers whose applicable card account(s) are closed, delinquent, or otherwise in default.

Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefit, and if we do, we will notify You at least thirty (30) days in advance. This information describes the benefit provided to You as a cardmember. It is insured by Indemnity Insurance Company of North America.

FORM #CELLPHONE (10/08)

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