

**MY REWARDS™ PREMIUM CARD PROGRAM
BENEFIT GUIDE**

LAST REVISED AND EFFECTIVE DATE: October 1, 2020

All terms not defined in this Benefit Guide will have the meanings ascribed to them in the Rewards Program Terms available at www.adkbankrewards.com/rewardsprogramterms.

I. **VIP CUSTOMER SERVICE.** We provide all Participants a direct line of communication with a customer service representative to discuss questions or matters relating to the Program or the Benefits (including expedited Program Debit Card replacement) by dialing (877) 894-3906 or sending an email to vip@adkbankrewards.com.

II. **DISCOUNT PRESCRIPTION DRUG CARD BENEFIT.** This Prescription Drug Savings Program (the "Rx Card Program") is administered Elixir, dba Elixir Savings, LLC (the "Program Administrator"). The Program Administrator has negotiated discounts and dispensing fees with a network of participating pharmacies, and has contracted with the sponsor of the Program (the "Program Sponsor") named on your Discount Prescription Drug Card (the "Rx Card") to provide access to discounted drugs by Rx Card holders through the participating pharmacies. No portion of the drug cost or dispensing fees for drugs purchased by Rx Card holders under the Rx Card Program is paid by the Program Sponsor or Program Administrator. Rx Card holders are advised to check the Elixir Savings terms and conditions located at <http://tinyurl.com/h9q7uy9> periodically for program updates. Contact the toll-free number on your Rx Card for more information or inquiries.

THE DISCOUNT PRESCRIPTION DRUG CARD PROGRAM IS NOT INSURANCE. The Rx Card holder is responsible to pay 100% of the purchase price for all drugs. The purchase price includes the discounted cost of the drug plus all dispensing fees. The Rx Card holder pays the lower of the discounted drug cost plus dispensing fees, or the participating pharmacy's cash price to customers. The purchase price may vary by drug and by pharmacy. Discounted drugs

must be purchased only at participating pharmacies. All discounted drugs may not be available at all participating pharmacies. The Rx Card may be used at participating pharmacies in the fifty United States, the District of Columbia and Puerto Rico.

Except as otherwise required by applicable state law, if for any reason you become dissatisfied with the level of service provided by the Rx Card Program, you may either: (a) contact our Rx Card Customer Service Department, toll-free, at: (877) 684-0032; or (b) file a complaint or ask a question in writing. Please address your inquiries to:

My Rewards™ Rx Savings Card c/o Elixir Savings
6451 N Federal Highway
Suite 300
Fort Lauderdale, FL 33308

The Rx Card Program will provide a written response to your inquiry within fifteen (15) days of receipt. When submitting your inquiry please include the following: (i) Your name, address and telephone number; (ii) The details surrounding the reason for your inquiry or complaint; (iii) Information concerning the efforts that you have made to resolve the matter; (iv) All responses that other parties have made in response to your complaint; and (v) How you would like to see that matter resolved.

III. **ROADSIDE ASSISTANCE BENEFIT.** The Roadside Assistance Benefit of the Program is provided by the Roadside Assistance Administrator, Roadside Protect. Whenever you need roadside assistance for your vehicle, call our toll-free number at (877) 894-3906 twenty-four (24) hours a day and request dispatch service and the Roadside Assistance Administrator will arrange to send help to your

disabled vehicle from a participating facility or Roadside Contractor. The Roadside Assistance Administrator will make payment to the Roadside Contractor directly for covered dispatch expenses up to your benefit limits. Roadside Protect administers the Roadside Assistance Benefit of the Program, if any such Benefit should exist.

"Roadside Contractor" means any service, service facility, or contractor that is dispatched by the Roadside Assistance Administrator, or dispatched by other means in accordance with these Terms, for the purpose of facilitating the Roadside Assistance Benefit of the Program, if any such Benefit should exist.

1. **Covered Expenses.** All expenses covered under the Roadside Protect Program are capped at an expense limit of One Hundred and NO/100 Dollars (\$100.00) for any single claim and include the following:

(a) **Towing** – When your vehicle is disabled due to mechanical breakdown, the Roadside Assistance Administrator will arrange for a Roadside Contractor to tow it to the nearest service facility of your choice up to the service expense equivalent of \$100. Additional expense will be your responsibility to pay to the towing Roadside Contractor.

(b) **Flat Tire Assistance** – A flat tire will be changed with your spare tire. If, for any reason, the spare is not usable, the lug nuts cannot be removed or the vehicle has two flat tires with one usable spare, towing will be provided in accordance with the towing provisions.

(c) **Fuel Delivery Service** – An emergency supply of fuel of up to three (3) gallons will be delivered if your covered vehicle runs out of fuel. You will be responsible for the cost of fuel.

(d) *Lock Out Service* – If your keys are locked in the vehicle, assistance will be provided to gain entry into the vehicle up to \$100 benefit limit. In the event the keys are lost and a replacement key is required, you will be responsible for the total cost of a new key.

(e) *Jump Start* – Jump start service will be provided to start your vehicle.

(f) *Winching/Extraction* – If your vehicle is stuck in a ditch, mud or snow, but it is accessible from a normally traveled roadway, service will be given to either tow or winch the vehicle. Dispatch coverage for winching is limited to \$100; any expense incurred beyond \$100 will be your responsibility to pay to the Roadside Contractor.

(g) *Travel Planning, Booking and Discounts* – Go to www.roadsideprotect.com and click on the box on the bottom center of the page titled: “Travel Planning, Booking, and Great Hotel Deals!”

2. Coverage Eligibility. One (1) claim limit per membership per year for Gold Program Participants. Three (3) claims limit per membership per year for Platinum Program Participants. Eligible vehicles include all self-propelled vehicles with a gross vehicle weight up to 10,000 lbs. Vehicles must be designed, licensed and used for private, on-road transportation. Service is limited to one tow or service call per disablement. Service is geographically limited to the fifty United States, the District of Columbia, Puerto Rico and Canada. The policy of Roadside Assistance Administrator and the respective Roadside Contractors require that you or another authorized person be with the vehicle in order to receive the service. Please cancel your request for service immediately if it is no longer needed by calling us back utilizing your toll-free number for dispatch service. The Roadside Assistance Administrator will not accept responsibility for repairs or the availability, delivery or installation of parts. All parts used and services provided to you by the Roadside Contractor must be

authorized and paid for by you.

3. Roadside Assistance Reimbursement. If for any reason the Roadside Assistance Administrator dispatch center cannot provide the benefits listed in this Program, you must obtain an authorization number from the Roadside Assistance Administrator dispatch center to use the service provider of your choice. The Roadside Assistance Administrator will reimburse you up to \$100 or the specific amount listed above in the covered expenses (whichever is less) upon presentation of the original paid service provider receipt. The authorization number is required to be eligible for reimbursement. Your reimbursement request must have the following: (a) Your authorization number and membership ID; (b) A bill from service provider including: (i) The date the service occurred; (ii) Description of services provided; and (iii) The amount charged for the service; and (c) Evidence that member paid the service provider (i.e. copy of check or duplicate check, credit card receipt, statement, etc.). The completed form and documentation should be mailed to:

Roadside Protect, Inc. c/o Auto Road Service
Attn: Reimbursement
P.O. Box 55698, Sherman Oaks, CA 91413
Phone 1-800-993-8473 – Claims Dept.

Roadside Protect, Inc. Home Office – 2800 W. Higgins Rd., Suite 210 Hoffman Estates, IL 60169.

Important: Since all Authorized Roadside Contractors are independent contractors and not agents or employees of the Roadside Assistance Administrator, the Roadside Assistance Administrator can assume no liability for any damage to your vehicle resulting from the rendering of service or for personal items left in the vehicle. Any claims for personal injury or damage to the property of a member must be filed against the Roadside Contractor / servicing facility.

4. Roadside Assistance Service Limitations. The Program provides service for most emergency situations but does not include: (a) Service if the operator is not with the disabled vehicle (however if you cannot remain with the vehicle for safety reasons, we will attempt to provide service); (b) Towing or service on roads not regularly maintained including private property; (c) Installation or removal of snow tires and chains nor dismounting, repairing, or rotating tires; (d) Vehicle storage charges, cost of parts and installation, products, materials, impounding, and additional labor related to towing; (e) Service to vehicles with expired safety inspection, license plate, and/or emission sticker where required by law; (f) Service to vehicles that are not in a safe condition to be towed; (g) Service in areas not regularly traveled, such as vacant lots, beaches, open fields or other places that would be hazardous for service; (h) Charging a weak or dead battery; (i) Towing vehicles to a junkyard for disposal; and/or (j) No accident towing.

5. Special Equipment. Roadside Coverage provides one normally equipped service vehicle, one driver and one service call per disablement. Any additional personnel or special equipment is at the vehicle operator’s expense and is not reimbursable.

IV. **SMALL-DOLLAR, SHORT-TERM LOAN BENEFIT.**

The Program makes available to any Participant who is an Enrolled Accountholder (a “Loan-eligible Participant”) a closed-end, small-dollar, short-term loan (the “Loan”) subject to loan eligibility requirements of the Financial Institution. The Loan feature is designed to provide money to meet short-term borrowing needs, such as when an emergency or an unexpected expense arises. The Loan service will be originated by Financial Institution and any Loan may be made (i) in any Financial Institution physical office or location, (ii) via the Program

V. MY AREA DEALS™ BENEFIT. The My Area Deals™

benefit is a combination of several components featured as local or national coupons, cards, online print, electronic, interactive, mobile app or other promotional advertising medium. Promotional merchant offers featured in My Area Deals™ benefit are not gift cards. Offers are available through the My Area Deals™ benefit throughout the fifty United States, the District of Columbia and Canada. For the most current merchant rules of use, please visit www.entertainment.com/rulesofuse.

1. **Obtaining Offers.** Offers may be found online or via the My Rewards™ App and redeemed via printable coupon or mobile redemption. Print online merchant coupons and offers and redeem at participating merchants. Offers expire 14 days after printing, unless otherwise stated on the coupon. Each mobile offer can only be redeemed once by presenting the merchant with the coupon redemption ID found on the offer for 24 hours after selecting "Redeem." Coupons are non-transferable. The barter, trade, sale, photocopying, alteration, purchase, or transfer of these offers by any person or entity is strictly prohibited. These offers are intended for the non-profit use of the individual registered for this program. Any use of an offer in violation of these Rules will render the offer VOID. Offers may not be reproduced and are void where prohibited, taxed, or restricted by law.

2. **Other Rules.** My Rewards LLC, Financial Institution, the Third Party Benefit Provider facilitating the My Area Deals™ Benefit, and/or the parent, subsidiary or affiliated entities of each, will not be responsible if any establishment breaches its contract or refuses to accept an offer; however, the Third Party Benefit Provider facilitating the My Area Deals™ Benefit will attempt to secure merchant compliance to the best of the Third Party Benefit Provider's ability.

VI. **DISCOUNTED HOTELS BENEFIT.** Participants are provided discounted rates with the following hotel

brands: Wyndham Hotels and Resorts®, Ramada®, Days Inn®, Super 8®, Wingate by Wyndham®, Baymont Inn & Suites®, Microtel Inn & Suites by Wyndham®, Hawthorn Suites by Wyndham®, TRYP by Wyndham®, Howard Johnson®, Travelodge® (North America only), Knights Inn®, and Dolce Hotels and Resorts® (the "Wyndham Brand Hotels"). Participants are further provided discounted rates with the following hotel brands: Cambria® hotels & suites, Comfort Inn®, Comfort Suites®, Clarion®, Quality®, Sleep Inn®, Econo Lodge®, Rodeway Inn®, Mainstay Suites®, Suburban Extended Stay Hotel®, and Ascend Hotel Collection® (the "Choice Brand Hotels"). In order to reserve under discounted rates with Choice Brand Hotels, Participants must make advance reservations directly through the Choice Brand Hotels central reservations system (e.g., by calling Choice's dedicated 800 number, booking online at choicehotels.com, or through another Choice Brand Hotels proprietary booking channel) utilizing a booking identification code provided to the Participant at the time of Program Enrollment. Choice Brand Hotel reservations made through a travel agent, third-party distribution channel (e.g., Expedia, Orbitz, Travelocity, etc.), directly with a Choice Hotel Brand property, or on a walk-in basis without advance reservation will not be eligible for a discounted rate. Discounted rates provided under this Program may not be combined with any other Choice Brand Hotel offer or discount. Hotel locations are independently owned and operated, and discounts apply at participating locations only. At participating locations, the nature and degree of the discount may vary in the discretion of the respective owner-operators.

VII. **DISCOUNTED CAR RENTALS BENEFIT.**

Participants are automatically enrolled in (i) the Budget® car rental Budget® Business Program and (ii) the Avis® car rental Avis® For Business Program.

1. **Budget® Business Program.** As a member of the Budget® Business Program, eligible Program Participants can start unlocking rewards and savings right away. (a) **Benefits.** A three dollar (\$3.00) rental credit will be accrued and paid on a regular basis for each completed Qualified Rental Day (as defined below). A "**Qualified Rental Day**" is defined as a fully-paid completed rental of one full day's time-and-mileage charges, at a participating Budget® location. A new rental day occurs each 24-hour period, commencing at the time of rental. Eligible Program Participant monthly rentals can earn up to a forty-five dollar (\$45.00) rebate per rental agreement. Budget® will mail your rental reward certificates, earned on qualifying rentals, on a quarterly basis in fifteen dollar (\$15.00) increments. Rental reward certificates may be combined. Eligible Program Participants are eligible for discounts up to 30% of their Budget® car rental expense, subject to availability at participating locations. Eligible Program Participants are further automatically enrolled as members in the Budget® Fastbreak® program, allowing eligible Program Participants to bypass counter lines, skip rental paperwork and go directly to their rental car. (b) **Limitations.** Advance reservation is required. Certain rates may charge a per-mileage fee. Additional discount offer applies to time-and-mileage charges only, is subject to vehicle availability at the time of rental, and may not be available on some rates at some times. Taxes and other surcharges are extra. Budget® reserves the right to refuse or expire coupons at any time, and to alter or terminate the program and the related terms and conditions found at <https://goo.gl/qtBmVc> governing the issuance and use of certificates at any time without notice. If an eligible Program Participant has earned rental certificates not listed on your current statement, earnings will appear on the next statement. Rental certificates may not be claimed between statement issuance dates. Rental

Certificates redeemed must be presented and surrendered at the time of rental. A maximum of seven (7) certificates can be used per rental. Certificates have no cash value, are non-transferable, cannot be sold, cannot be exchanged or returned, are non-refundable and will not be replaced if lost, stolen or expired. Certificates that have been sold, altered or copied are void and will not be honored. Certificates that have been purchased or sold from any online or offline retail establishment will not be accepted. Certificates are valid at participating Budget® locations in the contiguous U.S. and Canada on any car class. Taxes, concession recovery fees, vehicle license recovery fee, customer facility charges may apply and are extra. Optional products such as LDW (\$29.99/day or less) and refueling are extra. Renter must meet Budget® car rental age, driver and credit requirements. Minimum age may vary by location. An additional daily surcharge will apply for renters under 25 years old at these locations.

2. *Avis® For Business Program.* Eligible Program Participants will have access to great benefits per these Terms. (a) *Benefits.* Eligible Program Participants are eligible for discounts up to 30% of their Avis® car rental expense, subject to availability at participating locations. Eligible Program Participants are provided a dedicated customer service team that offers account support such as billing options, informational webinars, live chat options, account management, and reservation assistance. Eligible Program Participants earn one Rental Reward Day for every 15 qualifying rental days. A rental day is each 24-hour period commencing at the time of rental, and additional hour charges for periods of less than one day cannot be combined to equal a day. Eligible Program Participants are further automatically enrolled as members in the Avis® Preferred program, allowing eligible Program Participants to bypass counter lines,

skip rental paperwork and go directly to their rental car. (b) *Limitations.* Participation in this program is limited to Participants who are U.S. or Canadian residents. Advance reservation is required. Avis® reserves the right to alter or terminate the program and the related terms and conditions (accessible by link from webpage located at <https://goo.gl/p17Arf>) governing the issuance and use of Certificates at any time without notice. If you have earned rental days not listed on your statement, they will appear on an upcoming statement. Reward Day Certificates may not be claimed between statement issuance dates. Reward Day Certificates are not eligible to earn rental day credits in the program. Mini-Lease rentals earn one Reward Day Certificate for every 30 rental days in the U.S. (excluding Hawaii) and Canada. Reward Day Certificates entitle the intended recipient to one day's daily time and mileage charges of any car-class up to a full-size four-door (group G) car, and specialty car classes such as H, F, W, Z, L, V, P, K, X (Cool Cars), and S are excluded. Taxes, concession recovery fees, vehicle license recovery fee, customer facility charges (\$10/contract in CA) may apply and are the responsibility of the renter. Optional products such as LDW (\$29.99/day or less) and refueling are extra. A redemption fee may apply. Rental reward certificates are valid at participating Avis® locations in the U.S. (excluding Hawaii and the New York Metro area), Canada, Puerto Rico and the U.S. Virgin Islands. In the US Virgin Islands, the certificate is valid on car groups B, C, D and E. In Canada and Puerto Rico the certificate is valid up to a Full-Size (Group E). Offer subject to vehicle availability at time of reservation and may not be available on some rates at some times. May not be used in conjunction with any other coupon, promotion or offer. Avis® reserves the right to refuse or expire coupons at any time without prior notification. No more than seven certificates may be used on one rental at any given time. Certificates

cannot be applied to completed rentals. Holiday and other blackout periods may apply. If a rental begins during a blackout period, the whole rental is blacked out and does not qualify for use of a certificate. Certificates have no cash value, are non-transferable, cannot be sold, cannot be exchanged or returned, are non-refundable and will not be replaced if lost or stolen. Certificates that have been sold, altered or copied are void and will not be honored. Certificates that have been purchased or sold from any online or offline retail establishment will not be accepted. Reward Day Certificates must be presented and surrendered at the time of rental. Intended recipient of certificates must visit the Avis® counter to show identification at the time of rental. Renter must meet Avis® age, driver and credit requirements. Minimum age may vary by location. An additional daily surcharge may apply to renters under 25 years old.

VIII. DISCOUNTED AIRPORT TRANSPORTATION.

Participants receive a ten percent (10%) discount off SuperShuttle® and ExecuCar® airport rides booked at SuperShuttle.com or on the SuperShuttle mobile app. Some restrictions may apply. In addition, if Program Participants sign up for a SuperShuttle® membership, they can link their participating frequent flyer program number to earn airline rewards with every SuperShuttle® and ExecuCar® airport ride booked at SuperShuttle.com through five major air carriers – participating airlines include Southwest, American Airlines, Delta, Frontier, and United.

IX. MOBILE DEVICE PROTECTION. Mobile Device Protection provides reimbursement for damage or theft of eligible cellular wireless telephones and will be offered to Platinum Program Participants pursuant to the terms, provisions, and conditions immediately following and included in this Section. Throughout this Section, terms used shall have those

meanings set forth in subsection 2 below, and the term **“Statement of Benefits”** as used in this Section refers to the contents of this Section in their entirety. Various provisions in this Statement of Benefits restrict coverage. Read the entire Statement of Benefits carefully to determine rights, duties and what is and is not covered.

1. LIMITS OF INSURANCE.

<u>Coverage</u>	<u>Aggregate Limit of Liability</u>
<i>Plan Type:</i>	Multi-Line Coverage
<i>Coverage Type:</i>	Primary Insured Person Only
<i>Mobile Device Protection:</i>	\$500 per Claim; 2 Claims Maximum per 12 Month Period;
<i>Deductible:</i>	\$50.00 per Claim

2. DEFINITIONS. **“Account”** means Primary Insured Person’s My Rewards, LLC Debit Card. **“Cardmember”** means an individual who is named on the Account card issued by the Policyholder. **“Cellular Wireless Telephone”** means a mobile telephone or mobile device with phone capability, which is used as a communication device. A Cellular Wireless Telephone may consist of a handset, standard battery, and Subscriber Identity Module (SIM) Card, it does not include accessories such as, but not limited to, wrists straps, carry cases, memory cards or styluses which are not integral to the device. **“Debit Card”** means a payment medium that takes the form of a debit, plate or other identification card or device, issued to the Primary Insured Person who is an owner of a deposit Account maintained by the issuer. The Primary Insured Person, or an authorized person, may use the Debit Card to purchase, hire, rent or lease property or services. **“Debit Card”** does not include a credit card. **“Damage”** means accidental damage caused suddenly and by external means and as a result of an unexpected and

unintentional event in which item can no longer perform the function they were intended to do in normal service due to broken parts, material or structural failures. This does not include damage caused by wear and tear, or any gradually operating cause or faulty design or faulty materials. **“Internet Store”** means a wireless mobile service provider’s internet store (for example Verizon Wireless, Sprint Wireless, T-Mobile, etc.). **“Mysteriously Disappear”** or **“Mysterious Disappearance”** means the vanishing of an item without a reasonable approximation of place and timing where there is absence of evidence of a wrongful act by a person or persons. **“Policyholder”** means My Rewards, LLC. **“Primary Insured Person”** means the person who: (i) has a valid Account in good standing with the Policyholder; and (ii) for which the required premium for coverage under this Policy has been paid for by the Policyholder, and or its affiliates. **“Proof of Loss”** means evidence acceptable to Us that a loss has occurred. **“Subscriber Identity Module (SIM) Card”** means the card containing Primary Insured Person’s subscriber identity and which enables services to be charged to Primary Insured Person’s Cellular Wireless Telephone or an account when used in conjunction with Primary Insured Person’s Cellular Wireless Telephone. **“Weapons of Mass Destruction”** means any weapon whether or not designed or constructed as such, capable of delivering any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or other contamination. **“War”** means: (i) hostilities following a formal declaration of war by a governmental authority; (ii) in the absence of a formal declaration of war by a governmental authority, armed, open and continuous hostilities between two (2) countries or; (iii) armed, open and continuous hostilities between two (2) factions, each in control of territory, or claiming jurisdiction over the geographic area of

hostility. **“We”, “Us”** and **“Our”** refers to the Company providing this insurance, which is American Bankers Insurance Company of Florida, an Assurant company.

3. COVERAGE. We will reimburse the Primary Insured Person for Damage or theft of eligible Cellular Wireless Telephones up to the Aggregate Limit of Liability shown on the Limits of Insurance section of this Statement of Benefits. Eligible Cellular Wireless Telephones are limited to each primary line and the additional, or supplemental lines as listed on Primary Insured Person’s cellular provider’s monthly billing statement for the billing cycle preceding the month in which the theft or Damage occurred. Depending on the nature and circumstances of the Damage or theft, and at Our sole discretion, We may choose to repair or replace the eligible Cellular Wireless Telephone or reimburse the Primary Insured Person for the lesser of: (a) 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 telephone service provided, less the deductible indicated in the Limits of Insurance section of this Statement of Benefits; or (b) the Aggregate Limit of Liability shown on the Limits of Insurance section of this Statement of Benefits. Only one (1) Mobile Device Protection reimbursement benefit will be paid per claim occurrence and only two (2) claims per Primary Insured Person per twelve-month period. Mobile Device Protection is secondary to, and in excess of any other valid and collectible avenue or recovery available (including, but not limited to mobile device insurance programs, homeowner’s, renter’s, automobile, or employer’s insurance policies), and any expenses paid by any other party and applicable insurance. We will reimburse the excess amount once all other coverage has been exhausted and after expenses are paid from any other party and

applicable insurance up to the Aggregate Limit of Liability shown on the Limits of Insurance section of this Statement of Benefits. Primary Insured Person will receive no more than the value of the original eligible Cellular Wireless Telephone, or a replacement Cellular Wireless Telephone with similar features and functionality, up to the Aggregate Limit of Liability, less the deductible, indicated in the Limits of Insurance section of this Statement of Benefits.

4. **EXCLUSIONS.** (1) We will not pay for loss caused by or resulting from any of the following: (a) intentional or dishonest acts by: the Primary Insured Person; Primary Insured Person's employees or authorized representatives; whether or not acting alone or in collusion with other persons and whether or not occurring during the hours of employment; or (b) wear and tear, depreciation or obsolescence through normal course of use or consumption. (2) We will not pay for loss or loss of property caused directly or indirectly by any of the following: (a) the Primary Insured Person's commission or attempted commission of any illegal act including but not limited to any felony; (b) confiscation, expropriation or detention by any government, public authority, or customs official; (c) illegal activity or acts of the Primary Insured Person; Primary Insured Person's employees or authorized representatives; (d) any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or other contamination; (e) declared or undeclared War; (f) warlike action by military force including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other authority using military personnel or other agents; (g) invasion, insurrection, riot or civil commotion, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these; or (h) any

Weapons of Mass Destruction. (3) What this agreement does not cover: (a) loss or loss of property when the United States of America has imposed any trade or economic sanctions prohibiting insurance of any loss or loss of property; (b) any other legal prohibition against providing insurance for any loss or loss of property; (c) any loss which occurred while the Primary Insured Person was not an active Cardmember of the Policyholder. Mobile Device Protection does not cover: (1) losses covered under the Cellular Wireless Telephone's existing manufacturer's warranty; (2) Cellular Wireless Telephone accessories other than standard battery and/or standard antenna provided by the manufacturer; (3) Cellular Wireless Telephones purchased for resale, professional, or commercial use; (4) Cellular Wireless Telephones that are lost or Mysteriously Disappear; (5) Cellular Wireless Telephones under the care and control of a common carrier (including, but not limited to, United States Postal Service, airplanes, or delivery service); (6) Cellular Wireless Telephones stolen from baggage unless hand-carried and under Primary Insured Person's personal supervision, or under the supervision of Primary Insured Person's traveling companion who is previously known to Primary Insured Person; (7) Cellular Wireless Telephones stolen from a construction site; (8) Cellular Wireless Telephone which has been rented, leased or borrowed, or Cellular Wireless Telephones that are received as part of a pre-paid plan or pay as you go type plans; (9) 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; (10) Damage or theft resulting from abuse, intentional acts, fraud, confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, or Damage from inherent product defects [or vermin]; (11) Damage or theft resulting from misdelivery or voluntary parting with

the Cellular Wireless Telephone; (12) replacement Cellular Wireless Telephone not purchased from a mobile service provider's retail or Internet Store; or (13) taxes, delivery and transportation charges and any fees associated with the service provider.

5. **CONDITIONS.**

(1) **Claim Notice.** Claim notice must be given to Us no later than sixty (60) days following the eligible Cellular Wireless Telephone's Damage or theft, or as soon as reasonably possible. If the claim is reported after sixty 60 days following the date of Damage or theft, Primary Insured Person's claim may be denied. Failure to provide a claim notice within sixty (60) days will not invalidate or reduce any otherwise valid claim, if notice is given to Us as soon as is reasonably possible. Reporting the loss to another party, other than Us, will not fulfill Primary Insured Person's responsibility to report the loss to Us. Notice must include enough information to identify the Primary Insured Person and the Policyholder. We reserve the right to deny any claim containing charges that would not have been included had We been notified before the expenses were incurred. All reasonable effort must be made by the Primary Insured Person to mitigate penalties and/or expenses resulting from a loss.

(2) **Proof of Loss.** Primary Insured Person must complete and submit claim form, or verbally complete claim attestation, along with the submission of the required items within ninety (90) days from the date of Damage or theft, or as soon as reasonably possible, even if all required documentation is not yet available. If Primary Insured Person's claim form is not submitted within this time frame, Primary Insured Person's claim may be denied. Failure to provide Proof of Loss within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as is reasonably possible, and in no event later than one (1) year after the ninety (90) day deadline to submit

Proof of Loss, except in cases where the claimant lacks legal capacity. 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 coverage. Insurance under this Policy is void if any Primary Insured Person has intentionally concealed or misrepresented any material fact relating to this Policy before or after a loss or any Primary Insured Person files a false report of a loss.

(3) **How to File a Claim.** Call (877) 894-3906 to initiate a claim. The following items are required to be submitted to Us: (a) fully completed and signed claim form or insured person's recorded verbal attestation as to the itemized contents of the claim form prepared by Our claim adjuster on insured person's behalf; and (b) a document from the mobile service provider, or other sufficient proof, as determined by Us, that the Cellular Wireless Telephone Primary Insured Person is claiming, is currently linked to Primary Insured Person's mobile service provider account. We may at Our sole discretion require: (a) an itemized estimate of repair from an authorized Cellular Wireless Telephone repair facility; (b) the Primary Insured Person to submit the Cellular Wireless Telephone to Us to evaluate the Damage; (c) an itemized store receipt for the replacement Cellular Wireless Telephone showing the purchase was made at a mobile service provider's retail or Internet Store; (d) documentation (if available), of any other settlement of the claim; or (e) any other documentation deemed necessary by Us to substantiate the claim. All claims must be fully substantiated as the time, place, cause, and purchase price of the Cellular Wireless Telephone.

The Mobile Device Protection described herein is underwritten by American Bankers Insurance Company of Florida, an Assurant company.

X. **MEDICAL EVACUATION & TRAVEL ASSISTANCE SERVICES.** Medical Evacuation & Travel Assistance Services will be offered to all Program Participants pursuant to the terms, provisions, and conditions immediately following and included in this Section.

1. DEFINITIONS. For purposes of the Services (as defined below) performed pursuant to this Section, the following terms shall be defined as follows:

"Accident" means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the Eligible Person (as defined below) is traveling.

"Agreement" means this Medical Evacuation & Travel Assistance Services Section and any and all Appendices, Schedules, and Exhibits thereto, as well as any amendments to this Agreement that AXA and My Rewards may mutually agree to in writing.

"AXA" means AXA Assistance USA, Inc.

"Common Carrier" means any land, sea, and/or air conveyance operating under a license for the transportation of passengers for hire.

"Complications of Pregnancy" means conditions which require medical treatment before pregnancy ends, and whose diagnosis is distinct from, but are caused or affected by pregnancy. Such conditions are: acute nephritis or nephrosis, cardiac decompensation; missed abortion; hyperemesis gravidarum; pre-eclampsia; non-elective cesarean section; termination of ectopic pregnancy; and spontaneous termination when a live birth is not possible. Complications of Pregnancy do not include: false labor; occasional spotting; voluntary abortion; physician prescribed rest during pregnancy; morning sickness; and similar conditions not medically distinct from a difficult pregnancy.

"Covered Accident" means an accident that occurs while coverage is in force for a Eligible Person and

results directly and independently of all other causes in a loss or Injury (as defined below) covered by the program for which benefits are payable.

"Covered Person" means a Participant.

"Covered Trip" means scheduled trips, tours or cruises for which the Eligible Person is traveling more than 100 miles from his or her permanent place of residence.

"Dependent" means an Eligible Person's natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or step-child (including the child of a Domestic Partner (as defined below)) and who, in each case, is under age 26 and supported by an Eligible Person. Benefits under this Section will continue for any Dependent child who reaches the age limit and continues to meet the following conditions: 1) the child is handicapped, 2) is not capable of self-support and 3) depends mainly on the Eligible Person for support and maintenance. The Eligible Person must provide satisfactory proof that the child meets these conditions, when requested, but not more than once a year. The term "Dependent" does not include any person who is otherwise an Eligible Person under the program.

"Dependent" also means a Domestic Partner.

"Domestic Partner" means each of two people, one of whom is a Covered Person, who have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be: 1) 18 years of age or older; 2) unmarried; 3) the sole domestic partner of the other; 4) sharing a primary residence with the other; and, 5) not related to the other in a manner that would bar their marriage in

the jurisdiction in which they reside. A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and signed by the Covered Person.

"Economy Transportation" means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that the Eligible Person purchased for the Covered Trip, reduced by the value of an unused return travel ticket.

"Eligible Person" means a Covered Person, his/her legal spouse (or common-law spouse where legal), or Domestic Partner (if applicable) and his/her Dependent (if applicable).

"Family Member" means any of the following: an Eligible Person's or an Eligible Person's traveling companion's: legal spouse (or common-law spouse where legal), legal guardian, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Domestic Partner, an employed caregiver who lives with the Eligible Person, or a person for whom the Eligible Person is the primary caregiver with whom the Eligible Person has lived for 12 continuous months prior to the effective date of the Eligible Person's coverage, whether or not they travel with the Eligible Person.

"Hospital" means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state or legal jurisdiction in which it is located: (b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility: (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals. Not included is a hospital or institution licensed or used principally: (1) for the

treatment or care of drug addicts or alcoholics: or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

"Injury" or "Injuries" means accidental bodily injuries: (a) received while covered under this program and any attached coverages: (b) resulting in loss independently of sickness and all other causes: and (c) not excluded from coverage.

"Legally Qualified Physician" means a physician or dentist (a) other than an Eligible Person, a Traveling Companion or a Family Member: (b) practicing within the scope of his or her license: and (c) recognized as a physician in the place where the services are rendered.

"Medical Emergency" means a condition caused by an Injury or Sickness (as defined below) that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

"Medical Treatment" means treatment advice or consultation by a Legally Qualified Physician.

"Medically Necessary" means a service or supply which: (a) is recommended by the attending Legally Qualified Physician: (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice: (c) could not have been omitted without adversely affecting an Eligible Person's condition or quality of medical care: (d) is delivered at the most appropriate level of care and not primarily for the sake of convenience: and (e) is not considered experimental unless coverage for experimental services or supplies is required by law.

"Physician" means a licensed practitioner of medical, surgical, or dental services acting within the scope of

his/her license. The treating Physician may not be the Eligible Person, a Traveling Companion, or a Family Member.

"Services" means the services set forth in this Section that AXA shall cause to be provided hereunder, and which an Eligible Person is entitled to receive.

"Sickness" means an illness or disease that is diagnosed or treated by a Legally Qualified Physician after the effective date of coverage and while the Eligible Person is covered under this program.

"Third Party Costs" means costs incurred from a third party relating to services that are provided by such third party.

"Transportation Expense" means: (a) the cost of conveyance of an Eligible Person and any medical personnel (if Medically Necessary): and (b) Medically Necessary services or supplies.

"Traveling Companion" means a person who is sharing travel arrangements with the Eligible Person. Note, a group or tour leader is not considered a Traveling Companion unless the Eligible Person is sharing room accommodations with the group or tour leader.

"Usual and Customary Charges" means those comparable charges for similar treatment, services and supplies in the geographic area where treatment is performed.

"Vehicle" means a ground vehicle such as a car, truck, van, travel trailer or motor home operated by an Eligible Person.

2. GENERAL TERMS. Eligible Person may be eligible for the travel assistance services including insured transportation services as described in this Section. All terms and conditions of this Section are subject to the Eligible Person suffering a loss or incurring expenses covered under this Section as the direct

result of a Covered Accident, Injury or Sickness while traveling 100 miles or more away from their primary residence or primary residence in the country of permanent assignment. Eligibility for this coverage will start on the actual start date of a Covered Trip. It does not matter whether the trip starts at the Eligible Person's home, place of work, or other place. It will end on the first of the following dates to occur: 1) The date the Eligible Person returns to his or her permanent residence; or 2) The date the Covered trip exceeds 120 days.

3. INSURED TRANSPORTATION SERVICES*. The Insured Transportation Services provided pursuant to this Agreement are as follows:

(1) Emergency Medical Evacuation Benefits: When an Eligible Person suffers loss of life for any reason or incurs a Sickness or Injury during the course of a Covered Trip, the benefits described below are payable, up to the Maximum Benefit Amount (set forth below), if an Eligible Person: (i) is expected to be in the Hospital for more than seven consecutive days, or (ii) dies as a result of Sickness or Injury.

For the purposes of this Section 3(1), Covered Expenses include:

(a) Medical Transport: If AXA determines after consultation with the local attending Legally Qualified Physician that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness or Injury which is acute or life threatening and adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment.

(b) Return of Dependent Child(ren): If the Eligible Person's Dependent children who are under 18 years of age and accompanying the Eligible Person on the

Covered Trip are left unattended, Economy Transportation will be paid to return the Dependents to their home (with an attendant, if considered necessary by AXA).

(c) Transportation of a Family Member: If the Eligible Person is traveling alone and is expected to be in the Hospital for more than seven (7) consecutive days and Emergency Evacuation is not imminent, upon request of the Eligible Person or next of kin if the Eligible Person is incapacitated, benefits will be paid to transport one person, chosen by the Eligible Person, by Economy Transportation, for a single visit to and from his or her bedside.

(d) Escort Services: Expenses for a Family Member or companion who is traveling with the Eligible Person to join the Eligible Person during the Eligible Person's Emergency Medical Evacuation to a different Hospital, treatment facility or the Eligible Person's place of permanent residence will be paid.

For the purposes of this Section 3(1), the "Maximum Benefit Amount" is 100% of the Covered Expenses (described above) up to \$200,000 per Eligible Person per trip.

AXA must make all arrangements and must authorize all expenses in advance for any benefits to be payable. AXA reserves the right to determine whether the benefit is payable, including reductions, if it is not reasonably possible to contact AXA in advance.

(2) Medical Repatriation Benefits:

(a) If AXA determines after consultation with the local attending Legally Qualified Physician that it is Medically Necessary for an Eligible Person to return to his or her place of permanent residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for a Eligible Person's return to his or her permanent residence via: (i) one-way

Economy Transportation; or (ii) commercial upgrade, based on an Eligible Person's condition as recommended by the local attending Legally Qualified Physician and verified in writing. Transportation must be via the most direct and economical route.

(b) If AXA determines after consultation with the local attending Legally Qualified Physician that it is Medically Necessary for a Eligible Person to return to his or her place of permanent residence for continued treatment of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for transportation to the Hospital or medical facility closest to an Eligible Person's permanent place of residence capable of providing that treatment. Transportation must be by the most direct and economical route. Covered land or air transportation includes, but is not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by AXA.

(c) Escort Services: expenses for a Family Member or companion who is traveling with the Eligible Person to join the Eligible Person during the Eligible Person's Emergency Medical Repatriation to a different Hospital, treatment facility or the Eligible Person's place of permanent residence will be paid.

For the purposes of this Section 3(2), the Maximum Benefit Amount is 100% of the expenses incurred for (i)-(iii) above, up to \$200,000 per Eligible Person per trip.

AXA must make all arrangements and must authorize all expenses in advance for any benefits to be payable. AXA reserves the right to determine the benefit payable, including reductions, if it is not reasonably possible to contact AXA in advance.

(3) Return of Remains: In the event of an Eligible Person's death, the expense incurred will be paid (up to the Maximum Benefit amount set forth below), for minimally necessary casket or air tray, preparation and transportation of an Eligible Person's remains to his or her place of residence or to the place of burial. In addition, expenses for a Family Member or companion who is traveling with the Eligible Person to join the Eligible Person's body during the repatriation to the Eligible Person's place of residence will be paid. For the purposes of this Section 3(3), the Maximum Benefit Amount is 100% of such expenses incurred up to \$200,000 per Eligible Person per trip.

(4) Vehicle Return Benefits: Vehicle return benefits will be paid, up to the Maximum Benefit Amount for the covered expenses (set forth below) incurred for the return of an Eligible Person's unattended Vehicle to the rental agency or the Eligible Person's permanent residence ("Return") if he or she suffers a Medical Emergency and dies, or requires an Emergency Medical Evacuation or Medical Repatriation.

For the purposes of this Section 3(3), Covered Expenses include: (a) Fuel and oil for the Vehicle; (b) Driver wages; and (c) Tolls en route.

For the purposes of this Section 3(3), the Maximum Benefit Amount is up to \$1,000 per Eligible Person per calendar year. Benefits will not be payable for: (i) any repair due to mechanical breakdown of the Vehicle en route; or (ii) the costs for food or accommodation during the Return. This benefit is payable to an Eligible Person only once per calendar year.

*Indemnified TRANSPORTATION SERVICES ARE UNDERWRITTEN BY A LICENSED THIRD PARTY INSURANCE COMPANY THAT IS SOLELY RESPONSIBLE FOR THE PAYMENT OF THE BENEFITS DESCRIBED ABOVE. AXA IS ONLY RESPONSIBLE FOR THE

COORDINATION OF SUCH TRANSPORTATION SERVICES.

4. ASSISTANCE SERVICES. THE ASSISTANCE SERVICES DESCRIBED IN THIS SECTION #4 BELOW ARE PROVIDED BY AXA. AXA IS NOT RESPONSIBLE FOR THE PAYMENT OF THIRD PARTY COSTS INCURRED FOR SERVICES PROVIDED BY A THIRD PARTY. The Assistance Services provided pursuant to this Agreement are as follows:

(1) Medical Assistance Services: The medical assistance services provided pursuant to this Agreement are as follows:

(a) Medical referrals: AXA will refer the Eligible Person to preferred providers including primary care physicians, clinics and hospitals all over the world. Primary care physicians are defined as referrals to the following: family practitioners, general practitioners, internists, ophthalmologists, obstetricians/ gynecologists, orthopedists, and pediatricians. The Eligible Person will be given the name, address, telephone number, office hours, and if applicable, language(s) spoken by the provider. The nature of the situation, location of the caller, and time of the day will influence whether a referral is made to an individual provider or to a hospital/emergency care facility. AXA will also provide referrals to medical specialists in major cities and nearby areas using specific selection criteria. Specialists are defined as physicians other than those previously identified as primary care physicians. Some examples of specialists include allergists, cardiologists and endocrinologists. Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.

(b) Dental referrals: AXA will provide referrals to dentists and facilities that provide emergency dental care in accordance with established selection criteria. If AXA receives a request for dental referrals

in any area of the world in which AXA does not recommend seeking dental treatment, the Eligible Person will be so informed. If appropriate, the Eligible Person will be provided with referrals to physicians or hospitals for pain control. Arrangements for services are available at no additional cost. Third Party Costs incurred for services provided are the responsibility of the Eligible Person.

(c) Dispatch of Physician: For the convenience of the Eligible Person, AXA will make arrangements for a general practice physician to consult at the Eligible Person's hotel or current location while traveling. Although AXA will make every effort, this service is not available in all states and countries. If a physician cannot be dispatched, other arrangements will be made by AXA and options will be offered to the Eligible Person. Arrangements for services are available at no additional cost. Third Party Costs incurred for services provided are the responsibility of the Eligible Person.

(d) Pre-Certification and Referral Management: AXA will provide pre-certification for all inpatient cases and for elective outpatient surgical intervention. The pre-certification process entails our case managers reviewing the patient's current and past medical history, consulting with the patient's physician and reviewing the suggested treatment plan. After this review they will certify that the confinement and/or surgery are medical necessary and considered recognized treatment in the medical community for the patient's condition. If the patient requires additional certification then AXA will contact the utilization review department of the hospital or the attending physician to review the case and potentially certify additional hospital days. Arrangements for services are available at no additional cost. Third Party Costs incurred for services provided are the responsibility of the

Eligible Person.

(e) Medical Monitoring: Upon notification that a patient is in the hospital or requires medical monitoring, the case will be assigned to a nurse case manager to make the initial medical contact (IMC). The case manager will attempt an IMC by contacting the medical facility to obtain medical information about the patient from a treating physician, hospital nurse case manager or other valid source of information. The goal, during regular office hours, is to obtain an IMC within 2 hours of notification. In the IMC, the nurse will attempt to obtain the following information: (i) Age, (ii) Chief complaint, (iii) History of present illness, (iv) Relevant past medical history, (v) Intended medical plan, and (vi) Expected discharge date and date when the Eligible Person will be clear to travel (CTT). The nurse will assess the adequacy of the treating facility to determine the need for transfer or evacuation. If the nurse requires consultation with an AXA physician for complex cases, uncertainty about appropriateness of care, recommendations for discharge or clearance to fly or because s/he feels the AXA physician should speak with the treating physician (TP), s/he will speak to the in-office or on-call AXA physician. An AXA physician will speak with the treating physician on ALL in-patient cases within the first 48 hours. Arrangements for services are available at no additional cost. Third Party Costs incurred for services provided are the responsibility of the Eligible Person.

(f) Vaccination Recommendations/Insect Precautions: AXA will provide up-to-date information on health hazards in the areas where the Eligible Person is traveling. AXA will recommend medications or vaccinations that should be received prior to departure in order to minimize the risk of infection. AXA will also provide information regarding protective measures against the bites of

mosquitoes and other disease-bearing insects.

(g) Prescription Transfer/Shipping: AXA helps Eligible Persons replace lost or misplaced medication or other important items, such as eyeglasses or contact lenses, by first endeavoring to find a local resource for replacement, or by locating and arranging prompt shipment of the item or its equivalent (subject to local law.). Arrangements for services are available at no additional cost. Third Party Costs incurred for services provided are the responsibility of the Eligible Person.

(h) Shipment of Medication: AXA will provide administrative services for the lawful delivery of medication whenever such medication is required and not available locally. Arrangements for services are available at no additional cost. Third Party Costs incurred for services provided are the responsibility of the Eligible Person.

(i) Replacement of medical devices: When medical devices or equipment are not available locally, AXA will make every effort to procure and arrange for delivery. AXA can also arrange for appointments with local physicians and hospitals.

(j) Hotel arrangements: AXA can arrange for hotel/convalence stay at the request of the Eligible Person and arrange for up-front payment when required.

(k) Coordinate hospital admission and discharge planning: AXA can arrange for upfront payment or guarantee of emergency medical expenses at a hospital, clinic or emergency room facility in the event that the Eligible Person cannot be admitted without a financial guarantee. In many areas, hospitals will only accept guarantee of expenses from a local company. AXA will be able to provide extensive coverage in this area with its worldwide network of operation centers, correspondents and agents. AXA will arrange hospital admissions when

we are notified of a case in advance or in cases of evacuation. In many areas, hospitals will only accept a guarantee of expenses and agree to bill a domestic company. AXA will be able to provide extensive coverage in this area with its worldwide network of operation centers, correspondents and agents. Upon discharge, if the patient requires a lesser level of care AXA will recommend this level of care for approval in advance by the client. Once approved, the medical team of AXA will make all necessary arrangements. If discharge planning requires repatriation to the home country this too will be arranged by AXA. The discharge planning is a part of the case management process. Disbursement of funds is dependent on the availability of such funds in the Eligible Person's personal credit card or availability of any other financial mean to secure payment.

(2) Personal Assistance Services: The personal assistance services provided pursuant to this Agreement are as follows:

(a) Telephone Interpretation Service: AXA's multi-lingual staff and international correspondents will provide emergency telephone interpretation.

(b) General Travel Assistance/Information Services: Available 24/7, both pre-travel and during trip, AXA will provide the Eligible Person with visa, passport and inoculation information, State Department travel advisories, location of embassies and consulates, exchange rates between the U.S. and most major currencies, and weather forecasts for major cities around the world.

(c) Emergency Cash/Bail Assistance: Emergency funds will be arranged and made available to the user in the event money is lost, stolen, or inaccessible due to banking holidays, etc. AXA will also assist with the payment of legal fees, as well as secure and post bail bonds when required. All costs associated with this service are borne by the Eligible Person. All expenses associated with this service

shall be applied to the Eligible Person's personal credit card. Disbursement of funds is dependent on the availability of such funds in the Eligible Person's personal credit card.

(d) Lost Document Assistance: AXA will coordinate arrangements to replace or forward lost or stolen documents, including passports, driver's licenses and credit cards, and will assist with procedures to file loss reports and to recover lost or stolen articles.

(e) Legal Referrals: AXA will provide legal referrals to English-speaking lawyers. Should legal action be taken against an Eligible Person related to an unintentional violation of the applicable laws or regulations, other than a felony, in a foreign country where the Eligible Person is traveling, AXA shall provide assistance at the written request of the Eligible Person. These provisions do not apply in the case of acts related to the Eligible Person's business or occupation. Arrangements for services are available at no additional cost. Third Party Costs incurred for services provided are the responsibility of the Eligible Person.

(f) Urgent Message Relay: AXA will relay emergency messages to or from the Eligible Person to Family Members or colleagues 24 hours a day.

(g) Pre-Trip and Cultural Information: Available 24/7, both pre-travel and during trip, AXA is able to quickly provide the following pre-departure information upon an Eligible Person's request: (i) Passport, visa, and immunization/inoculation requirements; (ii) Foreign currency exchange rates; (iii) Weather forecasts and average seasonal temperatures; (iv) Embassy and Consular referrals; (v) General information on local customs; (vi) General information on business etiquette; (vii) Information on national holidays and standard business hours; (viii) Travel advisories and customs information; (ix) Local voltage information; (x) Value-Added Tax regulations (excluding any legal advice,

interpretation or analysis of such laws; (xi) Insured Travel Service; and (xii) Information regarding other provisions included in the Eligible Person's coverage not listed above.

(h) Lost Luggage Assistance: AXA will assist an Eligible Person whose luggage is lost, stolen, or delayed while traveling on a Common Carrier. AXA will inform the Eligible Person of the proper reporting procedures and will assist in maintaining contact with the Common Carrier until a solution is reached.

(i) International Claims Assistance: AXA will assist an Eligible Person with obtaining and translating international claims related to the medical claims Services provided by AXA.

(j) Pet Housing and Return: AXA can assist with pet friendly hotel accommodations, boarding facilities and travel home for pets. Third Party Costs incurred for services provided are the responsibility of the Eligible Person.

(k) Political Evacuation: AXA can arrange for the repatriation on political grounds for an Eligible Person, when the country where they are located needs to be evacuated based on a determination of the US government. Third Party Costs incurred for services provided are the responsibility of the Eligible Person.

(l) Travel Assistance Website: AXA will provide access to a web-based database of global medical providers and country profiles, including up-to-date security alerts, health advisories, information on immunization and visa requirements, weather, currency conversion, demographics and business etiquette.

(m) Travel Concierge: Eligible Persons will have access to concierge services related to travel situations, including: restaurant, shopping, hotel recommendations/reservations; rental car/limousine information and reservations; driving

directions; sporting, theater, night life and event information; airfare information and booking support; golf course information, referrals, recommendations and tee times; destination information, city calendar and event schedules; private drivers and guides. Travel Concierge services are available from 9am to 9pm Eastern Time.

(n) ID Theft Solutions: AXA will provide support in understanding the risks of ID Theft, how to prevent it from happening and a step-by-step guide on how to proceed in case an Eligible Person's identity has been compromised.

(3) Exclusions and Limitations: The following exclusions and limitations apply to both the Insured Transportation Services and the Assistance Services. Benefits are not payable for Sickness, Injuries or losses of an Eligible Person: (a) due to normal childbirth, normal pregnancy (except Complications of Pregnancy) or voluntary induced abortion; (b) due to an Eligible Person's mental or nervous condition, unless hospitalized; (c) which exceed the Maximum Benefit Amount for each attached coverage; (d) Traveling against the advice of a Physician, or (e) Traveling for medical treatment. There may be times when circumstances beyond AXA's control hinder its endeavors to provide Services under this Agreement. AXA will, however, make all reasonable efforts to provide such Services and help the Eligible Person resolve his/her emergency situation. AXA will not provide any Services under this Agreement when U.S. or other applicable trade or economic sanctions laws or regulations prohibit AXA from providing such Services, including, but not limited to, the payment of any claims and such Services may be limited and/or delayed, or prohibited in other countries.

XI. **EXTENDED WARRANTY INSURANCE BENEFIT.**

Extended Warranty Insurance provides for the duplication of terms, conditions and limitations of the U.S. Manufacturer Warranty and Purchased

Warranty for a Covered Purchase, and will be offered to all Program Participants pursuant to the terms, provisions, and conditions immediately following and included in this Section.

Solely for the purposes of this Section, the following terms will have the meanings so indicated:

1. References to the **"Declarations"** means those Declarations contained within the Extended Warranty Insurance Policy, of which Program Participants are beneficiaries and which will be provided to you in writing upon your request contact us at (877) 894-3906;
2. References to the **"Benefit Amount"** have the meaning ascribed to that term within the Buyer Protection Insurance Policy, of which Program Participants are beneficiaries and which will be provided to you in writing upon your request contact us at (877) 894-3906;
3. References to **"We"** and **"Our"**, respectively, means Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies, PO Box 1615, 202 Halls Mill Rd. Whitehouse Station, NJ 08889-1615; and
4. References to **"Policy"** in this Section means that policy for the provision of insurance issued by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies to My Rewards™ in favor of the My Rewards™ Program Participants bearing Master Policy #9907-36-45. A copy of this insurance policy may be obtained directly from Policyholder: BankNewport, as Trustee for G.A.R.D. Trust for the account of: Adirondack Bank in accordance with the terms below.
5. References to **"Policyholder"** shall mean the Financial Institution.

DESCRIPTION OF COVERAGE.

THE PLAN: As a Financial Institution Program Debit Cardholder, you are automatically eligible for

Extended Warranty insurance.

ELIGIBILITY: This insurance plan is provided to Financial Institution Program Debit Cardholders automatically when the entire cost of the Covered Purchase is charged to your Card account while the insurance is effective. It is not necessary for you to notify Financial Institution, the administrator or the Company when items are purchased.

THE COST: This insurance plan is provided at no additional cost to eligible Financial Institution Program Debit Cardholders. Financial Institution pays the full cost of the insurance.

WHEN COVERAGE APPLIES: We will duplicate the time period of the original U.S. Manufacturer Warranty and any Purchased Warranty on an Insured Person's Covered Purchase, up to a maximum of 12 months. If a U.S. Manufacturer Warranty or a Purchased Warranty is made up of multiple components, We will duplicate the time period of each component. If the total time period for the U.S. Manufacturer Warranty and the Purchased Warranty is greater than 36 months there is no coverage under this Policy. In no event will the total time period for all warranties, including this Policy, exceed 48 months.

COVERAGE: We will duplicate the terms, conditions and limitations of the U.S. Manufacturer Warranty and any Purchased Warranty on an Insured Person's Covered Purchase up to \$10,000 for repair to defects in material or workmanship in a Covered Purchase; or for replacement of a Covered Purchase if repairs to defects cannot be made. This coverage only applies if the Insured Person charged or debited the entire cost of the Covered Purchase and the entire cost of the Purchased Warranty to the Insured Person's Account during the Policy period. If the entire cost of the Purchased Warranty is not charged or debited to the Insured Person's Account, We will only duplicate the original U.S. Manufacturer Warranty.

We will reimburse the Insured Person for the lesser of:

- a. the cost of the Covered Purchase indicated on the Insured Person's Account statement; or
- b. the actual cost to repair or replace the Covered Purchase with an item of like kind and quality; or
- c. the Maximum Benefit Amount shown in Section II of the Declarations.

In no event will We be liable beyond the amounts actually paid by the Insured Person.

In no event will We pay more than \$50,000, in any 12-month Policy period, regardless of the number of claims made in that 12-month Policy period.

DEFINITIONS:

Accountholder means any individual who is named on an open and active Account. **Cardholder** means an individual who is named on the Account card. **Covered Purchase** means personal property, including gift items, not otherwise excluded that is purchased in full by the Insured Person using the Credit Card or Debit Card issued by the Policyholder. **Insured Person** means a person, qualifying as a Class member 1) who elects insurance; or 2) for whom insurance is elected, 3) and on whose behalf premium is paid. **Manufacturer Warranty** means a written guarantee to fix any defects in material or workmanship in a Covered Purchase, made to the Insured Person by the maker of the Covered Purchase. **Purchased Warranty** means an optional written guarantee to fix any defects in material or workmanship in a Covered Purchase, bought by the Insured Person at the time of the Covered Purchase.

EXCLUSIONS: Insurance under this Policy does not apply to Covered Purchases that: 1) are services, including but not limited to the performance or rendering of labor or maintenance, repair or installation of goods or property or professional advice; 2) are shipping, transportation or delivery costs; 3) are boats, automobiles, aircraft or any other

motorized vehicles, or motorized vehicle parts subject to high risk, combustible wear and tear or mileage stipulations; 4) are land, buildings, permanently installed items, fixtures or structures; 5) are plants, shrubs, pets, consumables or perishables; 6) are computer software or applications; 7) are purchased for resale, professional or commercial use; 8) are still covered under the U.S. Manufacturer Warranty or Purchased Warranty; 9) did not originally come with a U.S. Manufacturer Warranty or Purchased Warranty; or 10) are used, rebuilt, refurbished or remanufactured.

Insurance under this Policy does not apply to defects in material or workmanship of a Covered Purchase that are: 1) not covered under the terms of either the original U.S. Manufacturer Warranty or Purchased Warranty; 2) repaired at a repair facility that is not authorized by the original product manufacturer; 3) covered by a product recall; 4) the result of a power surge; 5) the result of normal wear and tear; or 6) the result of any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or contamination.

How to File a Claim:

To file a claim directly with Federal Insurance Company contact the Claim Administrator, Crawford and Company c/o My Rewards, LLC. Complete all items on the required claim form, attach all appropriate documents, and mail or email to: My Rewards, LLC, ATTN: Crawford and Company Claims, P.O. Box 2600, Wilmington, NC 28402, PHONE NUMBER (877) 894-3906, Email Address claims@myrewards.net. All customer service related issues including, but not limited to, enrollment, fulfillment, general questions and payment questions should be directed to the plan administrator, International Marketing & Administration Company (IMAC) c/o My Rewards, LLC, P.O. Box 2600, Wilmington, NC 28402, PHONE

NUMBER (877) 894-3906, Email Address claims@myrewards.net.

The Insured Person must a.) protect the Covered Purchase from further loss or damage; b.) report any loss to the appropriate official representatives such as the police and the Administrator within 45 days from the date of theft or damage; c.) complete the claim form and return along with legible copies of the Account statement showing the purchase of the Covered Purchase and original purchase receipt; d.) provide a photograph of any damaged Covered Purchase, a copy of the repair bill or a statement indicating that the item cannot be repaired along with evidence that the Covered Purchase has actually been replaced or repaired, if applicable; e.) provide a fire or police report, if applicable; f.) proof of submission of the loss to, and the results of any settlement by the vendor; g.) proof of submission of the loss to, and the results of any settlement or denial by the Insured Person's personal insurance carrier h.) provide documentation of any other personal insurance or a statement that no other insurance exists; i.) provide a third party statement regarding circumstances of the theft or damage; j.) submit Proof of Loss to the Administrator k.) cooperate with the Administrator in the investigation, settlement or handling of any claims; l.) permit the Administrator to question the Insured Person under oath whenever Our investigation deems it necessary. All statements taken will be signed by the Insured Person; and m.) authorize the Administrator to obtain records, reports or any other documentation requested necessary to Our investigation or to verify the claim.

CLAIM FORMS: When the Administrator is told of a claim, the Administrator will give the Insured Person forms for filing Proof of Loss. If these forms are not given to the Insured Person within 15 days the Insured Person will meet Proof of Loss requirements by giving the Administrator a written description of

the covered loss.

CLAIM PROOF OF LOSS: Complete Proof of Loss must be given to the Administrator within 90 days after a covered loss.

CLAIM PAYMENT: Reimbursement for covered losses will be paid to the Insured Person within 60 days after the Administrator receives Proof of Loss.

EFFECTIVE DATE: Your insurance becomes effective on the latest of: the effective date of this policy, the date on which you first meet the eligibility criteria as the Insured Person or the beginning of the period for which required premium is paid for you. Insurance for you automatically terminates on the earliest of: the termination date of this policy, the expiration of the period for which required premium has been paid for you, the date on which you no longer meet the eligibility criteria as the Insured Person.

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 a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained In the Master Policy 9907-36-45, which can be obtained from the Policyholder: BankNewport, as Trustee for G.A.R.D. Trust for the account of: participating financial institution: Adirondack Bank.

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

International Marketing & Administration Company (IMAC)
c/o My Rewards, LLC, P.O. Box 2600, Wilmington, NC 28402

PHONE NUMBER (877) 894-3906
Email Address claims@myrewards.net

CHUBB®
Plan Underwritten By
Federal Insurance Company
a member insurer of the

Chubb Group of Insurance Companies
PO Box 1615, 202 Halls Mill Rd
Whitehouse Station, NJ 08889-1615

XII. **BUYER PROTECTON INSURANCE BENEFIT.**

Buyer Protection Insurance will be offered to Platinum Program Participants pursuant to the terms, provisions, and conditions immediately following and included in this Section. Terms stated within the text to follow between the page-wide hash marks and beneath “*DESCRIPTION OF COVERAGE*” shall have meanings as prescribed therein, except where a Term is undefined, in which case, the Term shall have the meaning prescribed it above in these Terms.

Solely for the purposes of this Section, the following terms will have the meanings so indicated:

1. References to the “**Benefit Amount**” have the meaning ascribed to that term within the Buyer Protection Insurance Policy, of which Program Participants are beneficiaries and which will be provided to you in writing upon your request and your contacting us at (877) 894-3906;
2. References to “**We**” and “**Our**”, respectively, means Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies, PO Box 1615, 202 Halls Mill Rd., Whitehouse Station, NJ 08889-1615; and
3. References to “**Policyholder**” shall mean the Financial Institution.
4. References to “**Policy**” in this Section means that policy for the provision of insurance issued by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies to My Rewards™ in favor of the My Rewards™ Program Participants bearing Master Policy #9907-36-46. A copy of this insurance policy may be obtained directly from Policyholder: BankNewport, as Trustee for G.A.R.D. Trust for the account of: Adirondack Bank in accordance with the terms below.

DESCRIPTION OF COVERAGE.

THE PLAN: As a Financial Institution Program Debit Cardholder, you are automatically eligible for Buyer Protection insurance.

ELIGIBILITY: This insurance plan is provided to Financial Institution Program Debit Cardholders, automatically when the entire cost of the Covered Purchase is charged to your Card account while the insurance is effective. It is not necessary for you to notify Financial Institution, the administrator or the Company when items are purchased.

THE COST: This insurance plan is provided at no additional cost to eligible Financial Institution Program Debit Cardholders. Financial Institution pays the full cost of the insurance.

WHEN COVERAGE APPLIES: Coverage applies for 90 days immediately following a Covered Purchase.

COVERAGE: We will reimburse the Insured up to \$1,000 for Covered Purchases that are damaged or stolen, except if stolen from vehicles. This coverage only applies if the Insured Person charged or debited the entire cost of the Covered Purchase to the Insured Person’s Account during the Policy period, are part of and not in addition to the Benefit Amount and the Annual Maximum Benefit Amount of \$50,000. We will reimburse the Insured Person for the lesser of: 1) the cost of the Covered Purchase indicated on the Insured Person’s Account statement; or 2) the Benefit Amount. In no event will We be liable beyond the amounts actually paid by the Insured Person. In no event will We pay more than the Annual Maximum Benefit Amount, \$50,000 in any 12-month Policy period, regardless of the number of claims made in that 12 month Policy period. The Benefit Amount is payable on an excess basis over and above any amount due from any other valid or collectible insurance or any other form of reimbursement payable by those responsible for

the loss or damage.

DEFINITIONS:

Cardholder means an individual who is named on the Account card or the owner of a pre-paid card.

Covered Purchase means personal property, including gift items, not otherwise excluded that is purchased in full by the Insured Person using the Credit Card or Debit Card issued by Financial Institution. Covered Purchase does not include charges for shipping, handling transportation and delivery. ***Insured Person*** means a person, qualifying as a Class member 1) who elects insurance; or 2) for whom insurance is elected, and 3) on whose behalf premium is paid. ***Natural Disaster*** means an event, including but not limited to wind storm, rain, snow, sleet, hail, lightning, dust or sand storm, earthquake, tornado, flood, volcanic eruption, wildfire or other similar event that: 1) is due to natural causes and 2) results in severe damage such that the area in which loss occurs is declared a disaster area by a competent governmental authority having jurisdiction. ***Proof of Loss*** means: a) a copy of the Account statement showing the purchase of the Covered Purchase; b) a copy of the initial claim report submitted to the Administrator; c) a copy of the police report; d) proof of submission of the loss to, and the results of any settlement by, the vendor; and e) proof of submission of the loss to, and the results of any settlement or denial by, the Insured Person’s personal insurance carrier.

EXCLUSIONS: Insurance under this Policy does not apply to Covered Purchases of: professional advice; boats; motorized vehicles (including but not limited to airplanes, automobiles, mopeds, motorcycles and other motor vehicles) or their motors, equipment and accessories (including communication devices intended solely for the use in the vehicle); land or buildings (including but not limited to homes and dwellings); travelers’ checks, tickets of any kind,

negotiable instruments, bullion, rare or precious coins, cash or its equivalent (including gift cards and gift certificates); perfumes, plants or animals; consumables and perishables; antique items or collectibles; computer software or programs; items purchased for resale for professional or commercial use; medical equipment; used, rebuilt, refurbished or remanufactured goods; shipping, handling, or transportation charges for the cost of delivery of any Covered Purchase articles in a pair or set, coverage will be limited to no more than the value of any particular part or parts unless the articles are unusable individually and cannot be replaced individually, regardless of any special value the article may have had as part of a set or collection; more than one part or parts of a pair or set of jewelry or Fine Art. This insurance does not apply to loss or damage of a) Covered Purchase caused directly or indirectly by: 1) Theft of i) personal property from vehicles, ii) personal property when the Insured Person fails to exercise Due Diligence and iii) personal property stolen from public places when the Insured Person fails to exercise Due Diligence; Theft must be reported to the police or an appropriate authority within 36 hours; 2) Loss of i) personal property with no evidence of a wrongful act; ii) baggage and/or its contents unless carried by the Insured Person by hand or under the Insured Person's personal supervision or a traveling companion previously known to the Insured Person; 3) Any fraudulent or illegal activity of the Insured Person; 4) Wear and tear or gradual deterioration; 5) Moths, vermin, inherent vice; 6) Product defects or items covered by a manufacturer's recall; 7) Damage sustained due to any process or while actually being worked upon and resulting there from; 8) Confiscation by any government, public authority or customs official; 9) Natural Disaster; 10) Failure of the Insured Person to exercise Due Diligence to avoid or diminish loss or damage; 11)

Power surge or power loss; 12) any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or contamination; or 13) War.

HOW TO FILE A CLAIM:

To file a claim directly with Federal Insurance Company contact the Claim Administrator, Crawford and Company c/o My Rewards, LLC. Complete all items on the required claim form, attach all appropriate documents, and mail or email to: My Rewards, LLC, ATTN: Crawford and Company Claims, P.O. Box 2600, Wilmington, NC 28402, PHONE NUMBER (877) 894-3906, Email Address claims@myrewards.net. All customer service related issues including, but not limited to, enrollment, fulfillment, general questions and payment questions should be directed to the plan administrator, International Marketing & Administration Company (IMAC) c/o My Rewards, LLC, P.O. Box 2600, Wilmington, NC 28402, PHONE NUMBER (877) 894-3906, Email Address claims@myrewards.net.

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carrier h.) provide documentation of any other personal insurance or a statement that no other insurance exists; i.) provide a third party statement regarding circumstances of the theft or damage; j.) submit Proof of Loss to the Administrator k.) cooperate with the Administrator in the investigation, settlement or handling of any claims; l.) permit the Administrator to question the Insured Person under oath whenever Our investigation deems it necessary. All statements taken will be signed by the Insured Person; and m.) authorize the Administrator to obtain records, reports or any other documentation requested necessary to Our investigation or to verify the claim.

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

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c/o My Rewards, LLC, P.O. Box 2600, Wilmington, NC 28402

PHONE NUMBER (877) 894-3906

Email Address claims@myrewards.net

CHUBB®

Plan Underwritten By

Federal Insurance Company

a member insurer of the

Chubb Group of Insurance Companies

PO Box 1615, 202 Halls Mill Rd.

Whitehouse Station, NJ 08889-1615