

# Guide to Benefits for MasterCard® Cardholders

## Ticket Saver



### Key Terms

The following Key Terms apply to the following benefits: Ticket Saver.

Throughout this document, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to New Hampshire Insurance Company, an AIG Company.

**Accidental injury** means bodily injury caused by an accident occurring while this coverage is in force. The injury must be verified by a **Physician**.

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

**Authorized User** means an individual who is authorized to make purchases on the **covered card** by the **cardholder** and is recorded by the Participating Organization on its records as being an **authorized user**. **Cardholder** means the person who has been issued an account by the Participating Organization for the **covered card**.

**Covered card** means the MasterCard® card.

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

**Event** means a scheduled event for which a **ticket** is purchased. **Event** includes, but is not limited to: sports, musicals, concerts, or theater events.

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

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

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

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

**Ticket** means an issued ticket that can be transferred to another person, for a scheduled **event**.

**Ticket(s)** must contain the name, date, time, and place of the scheduled event.

**Ticketholder** means you or a person who receives a covered **ticket** directly from you to attend the **event**.

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

### Evidence of Coverage

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

#### A. To get coverage:

You must purchase the entire cost of the nonrefundable **ticket** with your **covered card** and/or accumulated points from your **covered card** for yourself or to give as a gift.

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

If you purchase a nonrefundable **ticket(s)** for an **event** for which a valid receipt is provided, we will reimburse you for the cost of the unused **ticket(s)** should the **ticketholder** miss the **event** due to a covered reason.

Covered reason is a:

- **Sickness, accidental injury**, or death of the **ticketholder** or **ticketholder's family member**.
- If the vehicle the **ticketholder** is traveling in is involved in a traffic accident while en route to the event.
- **Ticketholder's** public transportation (including airlines, train, bus, and subway) is delayed due to strike, breakdown, or adverse weather conditions causing the **ticketholder** to miss the **event**.
- **Ticketholder** is unexpectedly required to be out of town, (more than 100 miles from home or the **event**) due to a work or family emergency, which requires an overnight stay and prevents the **ticketholder** from using the **ticket**.

#### C. Coverage limitations:

- Coverage is limited to the **ticket's** face value up to \$100 per **ticket**, including any non-refundable service fees that are indicated on the **ticket** or receipt.
- Coverage is limited to two (2) **events** per twelve (12) month period.
- Coverage is limited to eight (8) **tickets** per twelve (12) month period.
- Coverage is secondary to any valid and collectible insurance or benefit available to you, including rainchecks or partial refunds.

#### D. What is NOT covered:

Coverage does not apply to:

- **Tickets** that are not purchased from an entity that is licensed and/or authorized to sell the tickets.
- **Tickets** that are refundable.
- **Tickets** purchased for other than covered **events**.
- **Tickets** purchased for **events** occurring outside the U.S. or Canada.
- Missed **events** for which a **ticketholder's** illness was known prior to purchase of the **ticket(s)**.
- Missed events due to cancellation, abandonment, postponement, curtailment, or relocation in whole or part of the event.
- Missed **events** due to the **ticketholder's** unwillingness to attend the **event**.
- Missed **events** due to strike, breakdown, or adverse weather conditions which caused a failure or delay of public transportation services for which a warning in the public media has been given at least twenty-four (24) hours prior to the **ticketholder's** departure for the **event**.
- **Events** you are a participant in such as a tournament or contest.

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

- Call the **1-800-MasterCard** to request a claim form. You must report the claim within sixty (60) days of the failure or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days from the date of failure or the claim may not be honored:
  - Completed and signed claim form.
  - Original and unused **ticket(s)**.
  - Copy of purchase receipt showing the name and date of the event, the price of the ticket and non-refundable service fees.
  - Documentation showing that the **event** was missed due to a covered reason, including but not limited to copy of death certificate, medical reports, police reports, notices from public transportation authorities, or hotel/transportation receipts.
  - Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.



# Guide to Benefits for MasterCard® Cardholders

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### Legal Disclosure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

