

# Diners Club® Charge Card Certificate of Insurance and Summary of Travel Assistance Services



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This Guide to benefits describes some of the valuable benefits and services, as well as the insurance terms and conditions made available to you by Diners Club. This Guide applies to travel and retail purchases made on or after October 24, 2011, and supersedes any previous Guide or program. To file a claim or for more information call 1 877 764-3576.

## Worldwide Automatic Travel Accident Insurance

**THE PLAN:** All Diners Club Charge Card cardmembers, their spouse or domestic partner\* and unmarried dependent children\*\*, as well as any persons who are an authorized user of the card as on file with the card issuer will be automatically insured against accidental loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any licensed common carrier, provided the entire cost of the passenger fare(s), less redeemable certificates, vouchers or coupons, has been charged to your Diners Club Charge Card account. If the entire cost of the passenger fare has been charged to your Diners Club Charge Card account prior to departure for the airport, terminal or station, coverage is also provided for common carrier travel (including taxi, bus, train or airport limousine); immediately, a) preceding your departure, directly to the airport, terminal or station b) while at the airport, terminal or station, and c) immediately following your arrival at the airport, terminal or station of your destination.

If the entire cost of the passenger fare has not been charged prior to your arrival at the airport, terminal or station, coverage begins at the time the entire cost of the travel passenger fare is charged to your Diners Club Charge Card account. Common Carrier means any land, water or air conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire. This coverage does not include Commutation which is defined as travel between the Insured Person's residence and regular place of employment.

**IMPORTANT DEFINITIONS:** Accident or Accidental means a sudden, unforeseen, and unexpected event happening by chance. \***Domestic Partner** means a person designated in writing by the primary insured person, who is at least eighteen (18) years of age, and who during the past twelve (12) months: 1) has been in a committed relationship with the primary insured person; and 2) has been the primary insured person's sole spousal equivalent; and 3) has resided in the same household as the primary insured person; and 4) has been jointly responsible with the primary insured person for each other's financial obligations, and who intends to continue the relationship above indefinitely. \*\***Dependent Child(ren)** means those children, including adopted children and children placed for adoption, who are primarily dependent upon the

Insured Person for maintenance and support and who are: 1) under the age of nineteen (19) and reside with the Insured Person; or 2) beyond the age of nineteen (19), permanently mentally or physically challenged, and incapable of self support; or 3) under the age of twentyfive (25) and classified as a full-time student at an institute of higher learning.

**THE BENEFITS:** The full Benefit Amount of \$350,000 is payable for accidental loss of life, two or more members, sight of both eyes, speech and hearing or any combination thereof. One half of the Benefit Amount is payable for accidental loss of: one member, sight of one eye, speech or hearing. "Member" means hand or foot. One quarter of the Benefit Amount is payable for the accidental loss of the thumb and index finger of the same hand. "Loss" means, with respect to a hand, complete severance through or above the knuckle joints of at least 4 fingers on the same hand; with respect to a foot, complete severance through or above the ankle joint. The Company will consider it a loss of hand or foot even if they are later reattached. "Benefit Amount" means the Loss amount applicable at the time the entire cost of the passenger fare is charged to a Diners Club Charge Card account. The loss must occur within one year of the accident. The Company will pay the single largest applicable Benefit Amount. In no event will duplicate request forms or multiple charge cards obligate the Company in excess of the stated Benefit Amounts for any one loss sustained by any one individual insured as the result of any one accident. In the event of multiple accidental deaths per account arising from any one accident, the Company's liability for all such losses will be subject to a maximum limit of insurance equal to three times the Benefit Amount for loss of life. Benefits will be proportionately divided among the Insured Persons up to the maximum limit of insurance.

**ELIGIBILITY:** This travel insurance plan is provided to Diners Club Charge Card cardmembers automatically when the entire cost of the passenger fare(s) are charged to a Diners Club Charge Card account while the insurance is effective.

It is not necessary for you to notify Diners Club, the administrator or the Company when tickets are purchased.

**THE COST:** This travel insurance plan is provided at no additional cost to eligible Diners Club Charge Card cardmembers.

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

**EXCLUSIONS:** This insurance does not cover loss resulting from: 1) an Insured's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection (except bacterial infection caused by an accident

or from accidental consumption of a substance contaminated by bacteria), or bodily malfunctions; 2) suicide, attempted suicide or intentionally self inflicted injuries; 3) declared or undeclared war, but war does not include acts of terrorism; 4) travel between the Insured Person's residence and regular place of employment. This insurance also does not apply to an accident occurring while an Insured is in, entering, or exiting any aircraft owned, leased, or operated by Diners Club Charge Card; or any aircraft while acting or training as a pilot or crew member, but this exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency.

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

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

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

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

**EFFECTIVE DATE:** This insurance is effective 10/24/2011, or on the date that you become a Diners Club Charge Card cardmember, whichever is latest; and will cease on the date the Master Policy 6477-44-67 is terminated or on the date your Diners Club Charge Card account ceases to be in good standing, whichever occurs first.

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents.

This description of coverage is not a contract of insurance but is simply an informative statement of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of Insurance are contained in the master policy on file with the Policyholder: Financial Customer Insurance Trust. If this plan does not conform to your state statutes, it will be amended to comply with such laws. If a statement in this description of coverage and any provision in the policy differ, the policy will govern.

Answers to specific questions can be obtained by writing the Plan Administrator. To make a claim please call 1-877-764-3576 or, from outside the U.S., call collect 904-636-3647 to request a claim form.

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

**Plan Agent**  
**DFS&A Insurance Agency, Inc.**  
**80 West Upper Ferry Road**  
**Suite 5, PO Box 77358**  
**Ewing, NJ 08628**

## **Primary Collision Damage Waiver Coverage**

Diners Club Charge Card cardmembers can benefit from the security and safety offered through Primary Collision Damage Waiver Coverage. If you rent a vehicle for thirty one (31) consecutive days or less with your Diners Club Charge Card, you may be eligible for benefits under this coverage. Primary Collision Damage Waiver Coverage is an insurance program.

### **Key terms:**

- **You or Yours** means Diners Club Charge Card cardmember.

### **To get coverage:**

- Initiate and pay for the entire rental agreement/contract (tax, gasoline, and airport fees are not considered rental charges) with your Diners Club Charge Card. If a rental company promotion/discount of any kind is initially applied toward payment of the rental vehicle, at least one (1) day of rental must be billed to your Diners Club Charge Card.
- You must decline the Collision/Damage Waiver offered by the vehicle rental company.
- You must rent the vehicle in your own name and sign the vehicle rental agreement/contract.
- Your rental agreement/contract must be for a rental period of thirty one (31) consecutive days or less. Rental periods that exceed or are intended to exceed thirty one (31) consecutive days are not covered.
- You must rent a vehicle (including minivans and sport utility vehicles that are designed to accommodate nine passengers or fewer) that is intended for bound surfaces, such as concrete and tarmac. Rented vehicles must have a manufacturer's suggested retail price that does not exceed \$75,000 USD.

### **The kind of coverage you receive:**

- Primary Collision Damage Waiver Coverage will pay for covered damages on a primary basis only for which you or any other authorized driver is legally responsible to the rental agency.

- Covered damages include:
  - Physical damage and theft of the vehicle, not to exceed the limits outlined below.
  - Reasonable loss of use charges imposed by the vehicle rental company for the period of time the rental vehicle is out of service. Loss of use charges must be substantiated by a location and class specific fleet utilization log.
  - Reasonable towing charges to the nearest factory authorized collision repair facility.
  - Secondary Personal Effects benefits covers damage or theft of such effects. You must first file under other applicable insurance (e.g., home or business), then we'll cover whatever is not covered by your insurance.
  - Theft or damage to personal effects while in transit in the rental vehicle or in any building en route during a trip using the rental vehicle.
- If you or an authorized driver's primary vehicle insurance or other coverage has made payments for a covered loss, Primary Collision Damage Waiver Coverage will cover your deductible and any other eligible amounts not covered by other insurance.
- This coverage is not all-inclusive, which means it does not cover such things as personal injury, personal liability, or personal property. It does not cover you for any damages to other vehicles or property. It does not cover you for any injury to any party.

### **Who is covered:**

- The Diners Club Charge Card cardmember and those designated in the vehicle rental agreement/contract as authorized drivers.
- You, your associates, and your immediate family are covered by the Secondary Personal Effects benefit, subject to the limits below.

### **Excluded rental vehicles:**

- All trucks, pickups, full-size vans mounted on truck chassis, campers, off-road vehicles, and other recreational vehicles.
- All sport utility trucks. These are vehicles that have been or can be converted to an open, flat bed truck (including, but not limited to, Chevy Avalanche, GMC Envoy, and Cadillac Escalade EXT).
- Trailers, motorbikes, motorcycles, and any other vehicle having fewer than four (4) wheels.
- Antique vehicles (vehicles that are more than twenty (20) years old or have not been manufactured for at least ten (10) years), or limousines.
- Any rental vehicle that has a manufacturer's suggested retail price that exceeds \$75,000 USD.

### **Where you are covered:**

In general, coverage applies worldwide, but there are exceptions:

- You may be unable to receive benefits in Australia, Italy and New Zealand. Please contact your vehicle rental agency before you travel.

- Coverage is not available where prohibited by law.

### **Coverage limitations:**

- Primary Collision Damage Waiver Coverage will pay the lesser of the actual repair amount, current market value (less salvage), or \$75,000 per incident for which the Diners Club Charge Card cardmember or any other authorized driver is legally responsible to the rental agency.
- Secondary Personal Effects benefit will pay up to \$1,000 USD per covered person, per occurrence, not to exceed a total of \$2,000 USD per any single rental period.
- Primary Collision Damage Waiver Coverage will not pay for or duplicate the Collision/Damage Waiver Coverage offered by the rental agency.

### **What is NOT covered:**

- Vehicles not rented by the Diners Club Charge Card cardmember or authorized user on the Diners Club Card account.
- Any person not designated in the rental agreement/contract as an authorized driver.
- Any obligations you assume other than that which is covered under Primary Collision Damage Waiver Coverage.
- Any violation of the written terms and conditions of the rental agreement/contract.
- Any loss that occurs while driving under the influence of drugs or alcohol; racing; reckless driving.
- Losses involving the theft of the rental vehicle when the renter or authorized driver cannot produce the keys to the rental vehicle at the time of reporting the incident to police and/or rental agency, as a result of negligence.
- Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.
- Subsequent damages resulting from a failure to protect the rental vehicle from further damage.
- Blowouts or tire/rim damage that is not caused by theft or vandalism or is not a result of a vehicle collision causing tire or rim damage.
- Rental vehicles where Collision/Damage Waiver Coverage was accepted/purchased by you or given to you by the rental agency.
- Any damage that is of an intentional or non-accidental nature, caused by the renter or authorized driver(s) of the rental vehicle. [Except for residents of the state of New York, this exclusion is modified by the following limitation. This exclusion does not apply if: 1.) an individual or joint cardmember is liable for damages to the rental vehicle under the rental agreement/contract or liable for the charges from damages to the rental vehicle under the credit card agreement; 2.) the individual or joint cardmember is a victim of domestic violence and did not cooperate in or contribute to the damage; 3.) the damage arises out of a pattern of criminal domestic violence; and 4.) the perpetrator of the damage is criminally prosecuted for the act or acts causing the damage for which a claim is being

made under this coverage. For New York state residents, this modification does not apply and is not in effect.]

- Depreciation, diminishment of value, administrative, or other fees charged by the vehicle rental agency.
- Vehicles with a rental agreement/contract that exceeds or is intended to exceed a rental period of 31 consecutive days from a rental agency.
- Losses resulting from any kind of illegal activity.
- Damage sustained on any surface, other than a bound surface such as concrete or tarmac.
- Losses as a result of war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Any loss involving the rental vehicle being used for hire, for commercial use, or as a public or livery conveyance.
- Indirect or direct damages resulting from a covered claim.
- Theft of, or damage to, unlocked or unsecured vehicles.
- Value-added tax, or similar tax, unless reimbursement of such tax is required by law.

### **How to file a claim under Primary Collision Damage Waiver Coverage:**

- Call 1-877-764-3576 or, from outside the U.S., call collect 904-636-3647 to request a claim form. You must report the claim within 30 days of the loss or the claim may not be honored. **You may choose to assign your benefits under this insurance program to the rental agency from which you rented your vehicle. Please contact 1-877-764-3576 for further details.**
- Submit the following documentation within 180 days of the incident or the claim will not be honored:
  - Completed and signed claim form.
  - Diners Club Charge Card receipt showing the rental.
  - Diners Club Charge Card statement showing the rental.
  - The rental agreement (front and back).
  - Copy of valid driver's license (front and back).
  - Report from police verifying that vehicle was stolen, vandalized, or involved in a collision.
  - Itemized repair estimate from a factory authorized collision repair facility.
  - Copy of vehicle rental agency promotion/discount, if applicable.
  - Copy of the vehicle rental location class specific fleet utilization log, if loss of use charges are being claimed. You must secure this log from the rental agency.
- For Personal Effects benefits:
  - Report from police listing items stolen.
  - Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renter's, or auto insurance policy).
  - Photograph clearly showing damage, if applicable.



- Any other documentation that may be reasonably requested to validate a claim.

**Reminder: Please refer to the Final Legal Disclosure section.**

**MR-CORP-DCB (1-05)**

## Purchase Assurance Coverage

Diners Club Charge Card cardmembers can benefit from the security and safety offered through Purchase Assurance Coverage. If something you bought with your Diners Club Charge Card is damaged or stolen within ninety (90) days of purchase, you may be eligible for benefits under this coverage. Purchase Assurance is an insurance program.

### **Key term:**

- **You or Yours** means Diners Club Charge Card cardmember.
- **Stolen** means items that are taken by force and/or under duress or the disappearance of the item from a known place under circumstances that would indicate the probability of theft.
- **Damage** means items that can no longer perform the function they were intended to do in normal service due to broken parts, material or structural failures.

### **To get coverage:**

- You must purchase the new item entirely with your Diners Club Charge Card for yourself or to give as a gift.
- Original purchase does not have to be registered to receive this benefit.

### **The kind of coverage you receive:**

- Most items you purchase entirely with your Diners Club Charge Card are covered if damaged or stolen for ninety (90) days from the date of purchase as indicated on your Diners Club Charge Card receipt.
- Items you purchase with your Diners Club Charge Card and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage benefit.

### **Coverage limitations:**

- Coverage is limited to the actual cost of the item (excluding delivery and transportation costs).
- Coverage is limited to maximum of \$10,000 per claim and a total of \$50,000 per cardmember account per twelve (12) month period.
- Purchases that are made up of a pair or set will be limited to the cost of repair or replacement of the specific item stolen or damaged. If the specific item cannot be replaced individually or repaired, the value of the pair or set will be covered not to exceed the limits above.
- Coverage for stolen or damaged jewelry or fine art will be limited to the actual purchase price as listed on your credit card statement, regardless of sentimental or appreciated market value.

## **What is NOT covered:**

- Items left in public sight, out of arm's reach, lacking care, custody or control by the Diners Club Charge Card cardmember or responsible party.
- Lost items, and items that mysteriously disappear (the only proof of loss is unexplained or there is no physical evidence to show what happened to the item) without any evidence of a wrongful act.
- Items that are stolen from any location or place (including, but not limited to, exercise facilities, places of employment, schools, or places of worship) due to the lack of due diligence by you or another party. "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.
- Items lost, stolen, damaged, or mis-delivered while under the care, custody, and control of another party or common carrier (including, but not limited to, airlines, the U.S. Postal Service, UPS, FedEx, or other delivery services).
- Losses due to normal wear and tear, misuse, gradual deterioration, and/or abuse.
- Losses resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Losses that cannot be verified or substantiated.
- Items covered by a manufacturer's recall or class action suit.
- Items that you damage through alteration (including, but not limited to, cutting, sawing, shaping).
- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Stolen items without documented report from the police.
- Items that are damaged during transport via any mode.
- Items stolen from the interior or exterior of a watercraft/boat, aircraft, motorcycle, automobile or any other motor vehicles.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Motorized equipment not designed for transportation and used solely for the upkeep and maintenance of a residence is eligible for coverage. (including, but not limited to, snow thrower, lawn mowers, and hedge trimmers).
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare, or precious metals, stamps, and coins, currency or its equivalent.
- Losses caused by insects, animals, or pets.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Items purchased for resale, rental, professional, or commercial use.
- Professional services (including, but not limited to, the

performance or rendering of labor or maintenance; repair or installation of products, goods, or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).

- Application programs, computer programs, operating software, and other software.
- Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Losses caused by inherent product defects or pre-existing conditions.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Losses caused by liquids, fluids, oils, chemicals, or bodily fluids/excretions.
- Indirect or direct damages resulting from a covered loss.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- Items stolen or damaged at a new home construction site.
- Rented, leased, or borrowed items for which you will be held responsible.

### **How to file a claim under Purchase Assurance Coverage:**

- Call 1-877-764.3576 or, from outside the U.S., call collect 904-636-3647 to request a claim form. You must report the claim within thirty (30) days of the loss or the claim may not be honored.
- Submit the following documentation within sixty (60) days of the date you report the claim:
  - Completed and signed claim form.
  - Proof of loss.
  - Photograph clearly showing damage, if applicable.
  - Diners Club Charge Card receipt showing purchase of covered item.
  - Diners Club Charge Card statement showing purchase of covered item.
  - Itemized purchase receipt.
  - Report from police listing items stolen.
  - Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renter's, or auto insurance policy).
  - Any other documentation that may be reasonably requested to validate a claim.

**Reminder: Please refer to the Final Legal Disclosure section.**

**PA-CORP-DCB (1-05)**

## Extended Warranty Coverage

Diners Club Charge Card cardmembers can benefit from the security and safety offered through Extended Warranty Coverage. Extended Warranty is an insurance program.

### Key term:

- **You or Yours** means Diners Club Charge Card cardmember.

### To get coverage:

- You must purchase the new item entirely with your Diners Club Charge Card for yourself or to give as a gift.
- The item must have an original manufacturer's (or U.S. store brand) warranty of twelve (12) months or less.
- The original purchase does not have to be registered to receive this benefit.

### The kind of coverage you receive:

- Extended Warranty doubles the original warranty time period and duplicates the coverage of the original manufacturer's (or U.S. store brand) warranty up to a maximum of twelve (12) months on most items you purchase. For products with multiple warranty components, each warranty time period will be duplicated up to a maximum of twelve (12) months. Should you fail to properly register the original warranty as required by manufacturer, Extended Warranty will only double the actual warranty time period that you received from the manufacturer. An example of a product with multiple warranty components includes an appliance with original manufacturer's (or U.S. store brand) warranties that differ for parts, labor, compressor, etc.
- If you purchase a service contract or an optional extended warranty of twelve (12) months or less on your item, Extended Warranty will cover up to an additional twelve (12) months after both the original manufacturer's (or U.S. store brand) warranty and the purchased service contract or extended warranty coverage period end. If your service contract or extended warranty exceeds twelve (12) months, this coverage does not apply.
- If you do not have an additional service contract or an optional extended warranty, this Extended Warranty benefit commences the day after your original manufacturer's (or U.S. store brand) warranty expires.

### Coverage limitations:

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

## **What is NOT covered:**

- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a manufacturer warranty (repair or replacement amount will not include market value at time of claim); recycled, previously owned, refurbished, rebuilt, or remanufactured items; product guarantees (e.g., glass breakage); or “satisfaction guaranteed” items.
- Floor models that do not come with an original manufacturer warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Parts, if purchased separately, may be covered.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Professional Services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, operating software, and other software.
- All types of media with stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, film and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer’s warranty.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Indirect or direct damages resulting from a covered loss.
- Mechanical failure arising from product recalls.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband, illegal activity, or acts.
- Mechanical failures caused by normal wear and tear or gradual deterioration where no failure has occurred.
- Items purchased for resale, professional, or commercial use.
- Mechanical failures caused by lack of maintenance/service
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.

## **How to file a claim for Extended Warranty Coverage:**

- Call 1-877-764-3576 or, from outside the U.S., call collect 904-636-3647 to request a claim form. You must report the

claim within thirty (30) days of the failure or the claim may not be honored.

- Submit the following documentation within ninety (90) days from the date of failure or the claim may not be honored:
  - Completed and signed claim form.
  - Diners Club Charge Card receipt showing covered item.
  - Diners Club Charge Card statement showing covered item.
  - Itemized purchase receipt.
  - Original manufacturer's or (or U.S. store brand) warranty.
  - Service contract or optional extended warranty, if applicable.
  - Itemized repair estimate from a factory authorized service provider.
  - Any other documentation that may be reasonably requested to validate a claim.

**Reminder:** Please refer to the Final Legal Disclosure section.

**EW-CORP-DCB (1-05)**

## Lost or Damaged Luggage Coverage

Diners Club Charge Card cardmembers can benefit from the security and safety offered through Lost or Damaged Luggage Coverage. If your checked or carry-on luggage is lost or damaged while traveling on a common carrier, you may be eligible for benefits under this coverage. Lost or Damaged Luggage Coverage is an insurance program.

### Key terms:

- **You or Yours** means Diners Club Charge Card cardmember.
- **Lost** means luggage (including personal property contained within) that is missing for ten (10) consecutive days and whose whereabouts are unknown to you or the common carrier.
- **Damage** means luggage (including personal property contained within) that can no longer perform the function it was intended to do in normal service due to broken parts, material or structural failures.
- **Carry-on luggage** means suitcases or other containers specifically designated for carrying personal property, which are carried on board a common carrier by you.
- **Checked luggage** means suitcases or other containers specifically designated for carrying personal property, for which a claim check has been issued to you by a common carrier.
- **Common carrier** means any land, water, or air transportation operated under a license for the transportation of passengers for hire.

### To get coverage:

- You must pay the entire cost of the common carrier ticket(s) with your Diners Club Charge Card or pay the entire cost of the common carrier ticket(s) with points earned through your Diners Club Charge Card.

### The kind of coverage you receive:

- Reimbursement for the actual cost of repairing or replacing your checked or carry-on luggage and personal property contained therein that is lost or damaged.

- Coverage begins when the luggage is checked in or carried on to the common carrier by you. This includes curbside check in with facility-designated personnel.
- Coverage ends each time you regain possession of the checked luggage from, or carry the luggage off of the common carrier or twenty-four (24) hours after you depart from the common carrier, whichever comes first.
- Coverage is secondary to any other applicable insurance or coverage available to you including benefits provided by the common carrier (including, but not limited to, goodwill payments, refunds, credit/vouchers). Coverage is limited to only those amounts not covered by any other insurance or coverage, or common carrier benefits (including, but not limited to, goodwill payments, refunds, credit/vouchers).

### **Coverage limitations:**

- Coverage is limited to the actual cost, up to \$1,250 per incident of repairing or replacing your checked and/or carry-on luggage and any personal property contained within. There is a maximum of two (2) claims per twelve (12) month period.

### **Where you are covered:**

- Coverage applies worldwide.

### **What is NOT covered:**

- Loss or damage of luggage or personal property for regularly scheduled short-distance travel under one hundred (100) miles.
- Loss or damage resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation, expropriation or detention by any government, public authority, or customs official; illegal activity or acts.
- Loss resulting from contamination by radioactive or hazardous substances, including mold.
- Sporting equipment or musical instruments, unless checked in as luggage with the common carrier and for which a claim check has been issued.
- Electronic equipment (including, but not limited to, laptops, PDAs, video/film cameras, or hearing aids).
- Eyeglasses, contact lenses, prosthetic devices, dentures, silverware, furs, household furniture, or documents (including, but not limited to, visas and IDs).
- Plants, shrubs, animals, consumables, and perishables.
- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare, or precious metals, stamps, and coins, currency or its equivalent.
- Jewelry, art, used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Property shipped prior to your trip departure.

- Defective material or workmanship, ordinary wear and tear or normal deterioration.
- Loss or damage where you have not complied with the common carrier claim reporting procedures.
- Loss or damage not reported within the time period required, as stipulated in the claim procedure.
- Loss or damage where the common carrier completely denies a claim for checked and/or carry-on luggage.
- Items excluded under the common carrier's coverage (except carry-on luggage).
- Loss or damage where the common carrier pays the claim in full or repairs the damage.

### **How to file a claim under common carrier Lost or Damaged Luggage Coverage:**

- Call 1-877-764-3576 or, from outside the U.S., call collect 904-636-3647 to request a claim form. You must report the claim within thirty (30) days of the incident or the claim may not be honored.
- Report within twenty-four (24) hours any loss or damage to the common carrier.
- Submit the following documentation within ninety (90) days of the date of incident or the claim may not be honored:
  - Completed and signed claim form.
  - Diners Club Charge Card receipt showing purchase of common carrier tickets.
  - Diners Club Charge Card statement showing purchase of common carrier tickets.
  - Copy of initial claim report submitted to the common carrier.
  - Copy of Diners Club Charge Card travel point program statement showing the common carrier ticket was paid for with redeemed points.
  - Report from police, if applicable.
  - The result of any settlement by the common carrier.
  - Receipts showing that luggage or personal property has actually been repaired or replaced.
  - Any other documentation that may be reasonably requested to validate a claim.

**Reminder: Please refer to the Final Legal Disclosure section.**

**LDL-1 (12-04)**

## **Terms and Conditions For MasterAssist**

This document details the MasterAssist™ services available to you as a member of the plan described as follows.

**Eligibility:** In order to be eligible for the services and benefits offered by MasterCard International through AXA Assistance USA, You must be a beneficiary as defined below. Membership to the program is non-transferable.

**Duration of Coverage:** As long as You remain a Diners Club cardmember in good standing, You will have access to the assistance services described herein.



**Availability of Services:** MasterAssist is available worldwide, with the exception of those countries and territories which may be involved in an international or internal conflict, or in those countries and territories where the existing infrastructure is deemed inadequate by AXA Assistance USA to guarantee service. The Beneficiary may contact MasterAssist prior to embarking on a covered trip to confirm whether or not services are available at his/her destination(s).

**Access:** The services and benefits offered in the Diners Club program will be arranged by AXA Assistance USA.

For 24-hour emergency assistance call 1-877-764-3576 or, from outside the U.S., call collect 904-636-3647.

## **I. GENERAL DEFINITIONS**

**Beneficiary:** An eligible Diners Club cardmember in good standing whose card has been issued by an institution located in the United States and with his/her permanent address of residence within the United States; such cardmember's spouse; or, a dependent child under the age of nineteen (19) or under the age of twenty-five (25) in the case of a dependent full-time college student. In either case the family member resides permanently at the same address as the cardmember and is traveling with the cardmember.

**Family Member:** Any Beneficiary's common law spouse, and his or her children.

**MasterAssist™:** Service provided by AXA Assistance USA, Inc. on behalf of MasterCard International.

## **II. CONTENT OF THE ASSISTANCE SERVICES**

The Beneficiary is entitled to obtain the following services (i) when 100 miles (160km) or more away from such Beneficiary's primary residence; or (ii) while traveling overseas outside the home country of origin:

### **1. TRAVEL MEDICAL EMERGENCY ASSISTANCE**

**Referrals to medical services:** If you have a medical emergency while traveling, MasterAssist will refer you to qualified: physicians, hospitals, clinics, ambulances, private duty nurses, dentists, dental clinics, services for the disabled, opticians, ophthalmologists, pharmacies, suppliers of contact lenses and medical aid equipment.

For the convenience of the cardmember, MasterAssist will make arrangements for a general practice physician to consult the Beneficiary's hotel or current location while traveling. Although MasterAssist service will make every effort, this service may not be available in all states and countries. If a physician can not be dispatched, other arrangements will be made by MasterAssist and options will be offered to the Beneficiary. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardmember.

**Hospital admission:** If you require hospitalization, MasterAssist can organize the hospital admission and, if requested, the guarantee of medical expenses. It is expressly understood and

agreed upon that all costs are the sole responsibility of the cardmember, and can be charged to the cardmember's account, subject to authorization by the Card Issuer.

### **Medical transportation/Medical evacuation**

If the MasterAssist medical department determines that adequate medical facilities are not locally available in the event of an accident or illness, MasterAssist service will arrange for an emergency evacuation to the nearest facility capable of providing adequate care. The MasterAssist service team of physicians will be able to make travel recommendations including the mode of transport, whether or not an escort is needed (medical or non-medical), as well as ground transport requirements (for example, wheelchair assistance, ambulance at each end). It is expressly understood and agreed upon that all costs are the sole responsibility of the cardmember.

### **Repatriation of remains**

In the event of the Beneficiary's death, MasterAssist will arrange for the repatriation of remains to the place of burial in his/her country of residence. Transportation of remains will be subject to international laws and regulations. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardmember.

### **Prescription transfer/shipping**

MasterAssist helps the Beneficiary replace lost or misplaced medication or other important items such as eyeglasses or contact lenses, by first endeavoring to find a local resource for replacement, or by locating and arranging prompt shipment of the item or its equivalent (subject to local law).

## **2. TRAVEL SERVICES MEDICAL PROTECTION**

If you have a medical emergency away from home, MasterAssist Medical Protection can help you get the best care. MasterAssist Medical Protection is an insurance program.

### **What is covered:**

- A global referral network of local physicians, dentists, hospitals, and pharmacies.
- Emergency treatment by a physician or dentist, for covered medical, surgical, and dental conditions arising from illness or accidental injury incurred during your trip. Each covered individual can receive up to USD \$2,500 in coverage. (Because coverage is secondary, file with your own insurance company first, then we'll help cover the difference.) There is a deductible of USD \$50 per person, per trip.
- Coverage is limited to emergency medical services resulting from accidental injury or emergency illness, which, if not treated immediately, could be expected by a prudent layperson to place a patient's life, or the life of an unborn child, in jeopardy or seriously impair the patient's bodily functions. Emergency illness benefits are limited to a maximum of USD \$500 per day.
- If you're hospitalized while traveling alone, we'll make arrangements to obtain care. If needed, we'll pay for transportation to another medical facility or your home.

If you're traveling with dependent children, we'll arrange, and pay, for their return home if your hospitalization is expected to last 8 days or more.

- When you're traveling alone and hospitalized outside the United States for more than 8 days, we'll make and pay for travel arrangements for a round-trip, economy-class ticket to bring a relative or close friend to you. If you need to recuperate in a hotel after hospitalization, we'll pay up to USD \$75 a day, up to 5 days, to help cover hotel expenses.
- If you die while traveling, we'll arrange for your remains to be sent home, pay for repatriation, and help make arrangements for your travel companions(s) to get home. We would do the same for you if your travel companion(s) should die.
- If one of your immediate relatives dies at home while you're traveling abroad, we'll pay for your return to the United States.
- Coverage is secondary to any existing health and dental coverage (such as worker's compensation, disability benefits law, or similar law) whether or not a claim is filed under such insurance.

### **Who is covered:**

- You, your spouse, and unmarried dependent children under age 22, traveling with you.

### **Where you're covered:**

- At locales 100 miles or more from your home\*, except in Afghanistan, Iran, Iraq, Kampuchea, Laos, Libya, Myanmar, North Korea, Sri Lanka, Vietnam, and other countries we deem unsafe.

### **When you're covered:**

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

### **What is NOT covered:**

- Services, supplies, or charges not prescribed by, or performed by, or upon the direction of a physician or dentist, not medically necessary, rendered by other than hospital providers, not legally obligated to pay in the absence of any coverage.
- Experimental/investigative services, or telephone consultations.
- Medical or dental expenses payable under any existing group health or accident insurance or for any expenses incurred after your return to your city of residence.
- War or hostilities of any kind (for example, invasion, rebellion, insurrection, riot, or civil commotion); confiscation or damage caused by any government, public authority or customs official; risks of contraband; illegal activity or acts and military duty.
- Air travel, except as a passenger on a licensed aircraft operated by an airline or air charter company.

- Non-emergency services, supplies, or charges.
- Injury, illness, or loss due to normal pregnancy or childbirth, professional athletics or training, participation in any athletic events that require payment of any entry fee, including training for such event(s); mountain climbing, motor competition, intentionally self-inflicting harm.

### **Additional information:**

- All medical transportation must be approved by both the attending doctor and the Assistance Center staff. All other travel benefits must be approved in advance by the Center. All travel will be scheduled, economy class, if original ticket(s) cannot be used. MasterAssist must be given the return ticket(s), or must be reimbursed the value of unused ticket(s). Expenses without prior approval of the Center will not be reimbursed. The maximum amount paid for travel and repatriation costs, beside shipment of remains, is USD \$10,000 on any single covered trip.
- By making a request for assistance, or a claim for health or dental benefits, you assign to AXA Assistance the rights to receive benefits and/or reimbursement payable under other health or dental insurance for covered services performed or paid for by AXA Assistance.

### **How to file a claim:**

1. Call 1-877-764-3576 or, from outside the U.S., call collect 904-636-3647 to obtain a claim form. Report the claim within 60 days of the completion of the care you receive, or we will not be able to honor your claim.
2. Complete and send the claim form with all documentation to the MasterCard Assistance Center.

### **Reminder: Please refer to the Final Legal Disclosure section.**

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

## **3. LEGAL ASSISTANCE**

The Beneficiary is entitled to obtain the following services:

**Legal Referrals** MasterAssist provides referrals to lawyers or other legal service providers including the provider's name, address, telephone number, office hours, specialty and language resources. Whenever there is sufficient information to do so, we shall refer you to two or more legal professionals so that the Beneficiary may have the benefit of choosing. MasterAssist uses reasonable efforts to ensure that its referrals are to legal service providers who meet the reasonable professional standards of the country or city where the traveler is located. MasterAssist will also follow up with the Beneficiary in each case to ensure that the service rendered was satisfactory. Legal Assistance—Up to USD \$1,000.

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

by the Card Issuer. Advance payment for bail bond—Up to USD \$5,000.

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

#### **4. TRAVEL PERSONAL ASSISTANCE**

MasterAssist will make available to Beneficiary:

- Information for preparing a journey
- Information on visas, passports
- Information on inoculation requirements for foreign travel
- Information on customs and duty regulations,
- Information on foreign exchange rates and value-added taxes
- Referrals to Embassies or Consulates
- Referrals to Interpreters
- Dispatch of an Interpreter

In case of imprisonment, hospitalization or circumstances that demand the services of an interpreter, MasterAssist shall make the necessary arrangements to provide the Beneficiary with an interpreter. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardmember, and can be charged to the cardmember's account, subject to authorization by the Card Issuer.

#### **5. TRAVEL-ORIENTED EMERGENCY ASSISTANCE**

Cash advances Up to USD \$5,000

In the event of lost or stolen cash, Travelers Checks, credit and charge cards or in the event that there are no ATMs available at the Beneficiary's location, MasterAssist shall advance cash to the Beneficiary (to be charged to cardmember's account and subject to authorization by the Card issuer).

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

##### **Luggage assistance**

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

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

In case of loss or theft of the Diners Club Charge Card, travel tickets, passport, visa or other identity papers necessary to return home, MasterAssist will provide assistance in replacing them by contacting local police, consulates, airline company or other appropriate entities.

In the event of loss or theft of the transportation ticket to return home, a replacement transportation ticket can be arranged. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardmember, and can be

charged to the cardmember's account, subject to authorization by the Card Issuer.

### **III. COST OF THE ASSISTANCE SERVICES PROVIDED**

MasterAssist offers valuable emergency assistance services, however it is not insurance coverage.

Please keep in mind that you will be responsible for the fees incurred for professional or emergency services requested of MasterAssist™ Travel Assistance Services (such as, medical or legal bills).

Most of the assistance services are offered to the cardmember at no cost; however, according to circumstances and depending on the nature of the requested service, AXA Assistance may have to advance payment on behalf of the cardmember subject to the cardmember's approval. In this case, the advanced payment and associated delivery fees shall be reimbursed to AXA Assistance through the debit of the cardmember's Diners Club Charge Card account, subject to prior approval of the cardmember's issuing bank. In the event approval for the charge is not granted by the issuing bank, the payment coverage/monetary advance will not be provided.

### **6. MASTER ROADASSIST® SERVICE**

- If your car breaks down on the road while you are traveling in the 50 United States or the District of Columbia, just call 1-877-764-3576 or, from outside the U.S., call collect 904-636-3647 and tell us where you are.
- We'll send someone to the rescue. This is not only reassuring, but it may also save you money because fees for many services (jump-starts, towing, gas delivery, tire changes) are pre-negotiated. Road service fees will be automatically billed to your Diners Club Charge Card account.
- You are responsible for emergency road service charges incurred by towing facilities responding to your dispatch, even if you are not with your car (or it's gone) when the tow truck arrives. MasterCard International is not responsible or liable for the service the towing facility provides. Towing facilities are independent contractors, solely liable for their services.
- Emergency road service is not available in areas not regularly traveled, in "off-road" areas not accessible by ordinary towing vehicles, or for over one-ton capacity trailers, campers, or vehicles-in-tow.
- If you have a rental vehicle, be sure to call the car rental agency before you call 1-877-764-3576 or, from outside the U.S., 904-636-3647, as many rental agencies have special procedures regarding emergency road service.

**Reminder: Please refer to the Final Legal Disclosure section.**

## **MasterCard VAT Reclaim Service**

### **VAT Refunds on Business Travel Expenses**

U.S. Companies are entitled to recover the Value Added Taxes (VAT) expenses that your company employees incur on foreign

business travel.

The VAT paid on hotel accommodations, employee meals, conferences, exhibitions, trade shows, car hire, and similar business travel expenses are recoverable in most European countries.

The rules and scope of VAT recovery vary from country to country, but we will determine what is eligible for reclaim and will handle all the claim processing and submissions to the VAT Refunding Authorities.

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

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

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

**U.S. Toll free: 1-800-306-6068**

**Int'l. telephone: +353-66-97-61772**

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

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

## MasterCard Global Service

MasterCard Global Service® provides worldwide, 24-hour assistance with lost and stolen card reporting, emergency card replacement, and emergency cash advance. Call MasterCard Global Service immediately to report your card lost or stolen and to cancel the account. If you need to make purchases or arrange for a cash advance, with your issuer's approval, you can receive a temporary card the next day in the United States, and within two business days most everywhere else. In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call **1-877-764-3576**. When out-of-country and in need of assistance, you can easily reach a specially trained MasterCard Global Service Representative who can help you 24 hours a day, 365 days a year, in any language. You can call toll free from over 75 countries worldwide. Some of the key toll free MasterCard Global Service telephone numbers are:

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

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

## Account Information and Card Benefits

When in the United States, contact your card issuer directly for account information and 1-877-764-3576 or, **from outside the U.S., call collect 904-636-3647** for card benefits. When traveling outside the United States, call

MasterCard Global Service to access your card issuer for account information or to access any of your card benefits.

## ATM Locations

Call 1-800-4CIRRUS to find the location of a nearby ATM in the MasterCard ATM Network accepting Diners Club Charge Cards with the MasterCard® mark and hologram issued by BMO Harris Bank N.A., and Cirrus® brands. Also, visit our Web site at [www.mastercard.com](http://www.mastercard.com) to use our ATM locator. You can get cash at over one million ATMs worldwide. Be sure you know your PIN (Personal Identification Number) before you travel in order to enable cash access.

## Account and Billing Information Disclosure

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

## Final Legal Disclosure

General Provisions for Primary Collision Damage Waiver, Purchase Assurance, Extended Warranty and Lost or Damaged Luggage: Except as specifically stated, this guide is not a policy or contract of insurance. Benefits are purchased by BMO Harris Bank N.A. issuer of the Diners Club Charge Card in the United States ("Diners Club") and provided complementarily to you. (For example, legal referrals are free, but the lawyer's fee is your responsibility.) Primary Collision Damage Waiver, Purchase Assurance, Extended Warranty and Lost or Damaged Luggage benefits are provided under a master policy of insurance issued by Virginia Surety Company, Inc. This guide is intended as a summary of benefits provided to you. All information about the benefits listed in this guide is governed by the conditions, limitations, and exclusions of the master policy. As the insurer of the Diners Club coverage(s) described herein, Virginia Surety Company, Inc. ("VSC") collects personal information about you from



the following sources: Information VSC receives from you, from your request for insurance coverage or other forms you furnish to VSC, such as your name, address, telephone number, and Information about your transactions with VSC such as claims made and benefits paid. VSC may disclose all information VSC collects, as described above, to companies that perform administrative or other services on our behalf solely in connection with the insurance coverage you have received. VSC does not disclose any personal information about former insureds to anyone, except as required by law. VSC restricts access to personal information about you to those employees who need to know that information in order to provide coverage to you. VSC maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information. Should you have any questions about VSC's procedures or the information contained within your file, please contact VSC by writing to:

**Virginia Surety Company, Inc.**  
**Attn: Compliance Department**  
**175 W Jackson Blvd**  
**Chicago, IL 60604**

**Effective date of benefits:** For Diners Club Charge Cards with the MasterCard Mark and Hologram, this guide replaces all prior disclosures, program descriptions, advertising, and/or brochures by any party. Diners Club and the insurer reserve the right to change the benefits and features of these programs at anytime.

**Cancellation:** Diners Club can cancel these benefits at any time or choose not to renew the insurance coverage for all Diners Club Charge Card cardmembers. If Diners Club does cancel these benefits, you will be notified at least 60 days in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to Diners Club, 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 Diners Club Charge cardmembers 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 Diners Club Charge cardmember shall have any legal or equitable right, remedy, or claim for insurance proceeds and/or damages under or arising out of this coverage. 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:** Insurance benefits shall be void if the Diners Club Charge cardmember has concealed or misrepresented any material facts concerning this coverage.

**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 cardmember whom 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 cardmember.

**Salvage:** If an item is non-repairable, the claim administrator may request the cardmember or gift recipient to send the non-repairable item to the administrator for salvage at the cardmember’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.

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

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

**Receipt and/or possession of this guide do not guarantee coverage or coverage availability.**

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## NOTES

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