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CASH PASSPORT™

PREPAID MASTERCARD® CURRENCY CARD



TOP UP... AND TAKE OFF!

Your Cash Passport User Guide

Here are some easy to follow instructions on using your new Cash Passport

Before you go Setting up or changing your PIN couldn't be easier. Just go to www.cashpassport.com or call Customer Services and follow the instructions. And remember, once you've got your PIN please keep it secure and separate from your card.

How to use your Cash Passport* Use your card at any ATM that displays the MasterCard®, Maestro, or Cirrus Acceptance Marks. Just insert your card, type in your PIN and then the amount you wish to withdraw. You can also use your Cash Passport Card everywhere MasterCard debit cards are accepted. Simply type in your PIN when asked, or sign the receipt as usual. Easy!

Pre-authorization We don't recommend using your Cash Passport as a guarantee of payment (usually for things like hotels and rental car). These companies often estimate the bill then 'hold' the amount for up to seven days, often leaving

you with less money on your card than you thought. You can, however, use your Cash Passport to settle your final bill.

Want to put more money on to your card?* Simply take your card and some ID to any participating branch of the store, bank or travel agent where you bought your card originally. Inform the agent that you wish to add additional funds. That's it!

What if you lose your card, or it's stolen? These things happen. But don't worry, we're here to help. The first thing to do is phone us immediately so that we can put a stop on the card. We can also provide Global Emergency Assistance to get your trip back on track.

For full details on your Cash Passport please go to www.cashpassport.com or refer to the Terms and Conditions.

Limits and Fees

Limits and Fees Amount	
Minimum Card Load	€150
Maximum Value Limit on Card at any one time	€6,000
Maximum Card Load Limit per 12 Months	€20,000
Over the Counter Withdrawal Limit (daily)	€200
Maximum ATM Withdrawal Limit per 24 Hour Period***	€700
Merchant Sales Limit per 24 hour period	€3,500
Balance Inquiry Fee Online, ATM and Phone	Free
Card Load and Reload Fee	Determined by selling agent****
Cash Withdrawal Fee from MasterCard® ATMs***	€1.75
Monthly Inactivity Fee after 12 months	€2.30
Administration Fee to Close Card	US\$20

Cash Passport Assistance Telephone Directory

USA/Canada	1 888 713 3424	Italy	800 78 44 51
Mexico	01 800 123 4847	South Africa	0800 99 0517
Brazil	0800 891 7948	Philippines	1800 1 442 0092
UK	0800 015 0401	Japan	00531 78 0167
France	0800 90 51 90	Australia	1 800 889 040

For all other countries, or if you are experiencing difficulty in using any of the numbers above, please call 1 954 838 8294.

For balance inquiries, to reload your card, or for more information about Cash Passport visit www.cashpassport.com

This card is issued by West Suburban Bank, pursuant to a license by MasterCard International Incorporated. MasterCard is a registered trademark of MasterCard International Incorporated.

* MasterCard restrictions may apply in some countries.

** Reloads are subject to applicable limits.

*** Some ATM operators may charge an additional fee or set their own withdrawal limits.

**** You may be charged additional fees or commissions by the selling agent on the issuance or crediting of additional funds to your card.

Please sign your card immediately. The card is not a credit card.

Prepaid funds are not accounts or deposits of West Suburban Bank, do not earn interest and are not insured by the federal deposit insurance corporation.

Do not tell anyone your pin. You are responsible for safeguarding your pin and card number.

These TERMS AND CONDITIONS OF USE AND CARDHOLDER AGREEMENT (this "Agreement") and the fee and limit schedule accompanying this Agreement ("Schedule of Fees and Limits") constitute our disclosure to you and an agreement between you and us with respect to our issuance and your use of the enclosed prepaid Traveler Cash Passport MasterCard travel card ("Card"). Your Card has been loaded with prepaid funds in the currency indicated on the Card and allows electronic access to those funds. The value available on the Card at any one time (your "Available Balance") is limited to the amount of prepaid funds, less withdrawals and amounts deducted for purchases and fees. Your Available Balance is not stored on the Card itself. Instead, it is stored on our computer system. With the Card, you may access your Available Balance at certain international automated teller machines ("ATMs") and merchant point-of-sale ("POS") locations where MasterCard debit is accepted.

In this Agreement, "you" or "your" means any person who has received the Card and is authorized to use it as provided for in this Agreement, and "we", "us" or "our" means West Suburban Bank and its successors and assigns. You acknowledge and agree that: (a) you are a U.S. citizen or legal alien residing in one of the 50 states of the U.S. or the District of Columbia with a verifiable U.S. mailing address and (b) you are at least 18 years of age (at least 19 years of age if you are a resident of a state in which the age of majority is 19). In connection with issuance of the Card, any reloads or closing your Card, you may be required to provide such information and identification required by us or any selling agent to verify your identity as required by law or for security purposes.

You will be deemed to have accepted the Card and the terms and conditions of this Agreement if you: (a) sign the back of the Card; or (b) purchase or use the Card. PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY AND KEEP THEM FOR FUTURE REFERENCE.

This Card is our property and we may revoke the Card at any time without cause or notice. You must surrender a revoked Card and you may not use an expired or revoked Card. You must notify us promptly if the Card is lost, stolen or otherwise taken from your control.

This Agreement is governed by applicable federal laws, rules and regulations. To the extent federal law is not applicable, the laws of the State of Illinois govern this Agreement. In the event of any conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement will be deemed modified to the extent necessary to comply with such law or regulation. We may waive any of the provisions or conditions of this Agreement, but any such waiver will be effective only on that occasion and will not be a continuing waiver or a waiver on any other occasion. We can delay enforcement of any of our rights under this Agreement without losing them.

Section 1. CONTACT INFORMATION. Tell us IMMEDIATELY if your Card has been lost or stolen. If you believe your Card has been lost or stolen or that someone has accessed or may access money from your Card without your permission, call us at the telephone number listed below. Call us toll-free 24 hours a day, 7 days a week at 888 713 3424. Write us at: West Suburban Bank, 701-711 South Meyers Road, Lombard, Illinois 60148 Attention: Traveler Cash Passport Program

Section 2. USING YOUR CARD. You may use your Card only after you activate it in the manner provided in the instructions accompanying your Card. There may be a delay of up to 4 hours before you are able to use your Card. Using your Card and PIN, you may withdraw cash from participating ATMs worldwide. You may also use your Card to purchase goods and services anywhere MasterCard debit is accepted. Although the MasterCard brand mark may be displayed, the Card may not operate in some countries due to restrictions of MasterCard International, Inc. The ATMs and POS terminals are not owned or operated by us and we are not responsible for ensuring that they will accept the Card. The balance available for authorizing transactions with your Card is the lesser of your Available Balance or any limitation disclosed for the transaction being performed. Upon any ATM withdrawal or purchase via a POS device or other purchase transaction, the Available Balance will be reduced by the amount of such withdrawal or purchase, plus any applicable fees and charges.

PIN Selection. Your Card may come with a pre-selected PIN or, in certain circumstances, we may send you a pre-selected PIN in a separate mailing. You will need your PIN to access your funds at ATMs or for purchases. You can select a new PIN of your choice by calling us toll-free at **888 713 3424**

or going online at www.cashpassport.com and following the instructions. You will be required for validation purposes to provide the pre-selected PIN if you change your PIN over the telephone or online. Your new PIN will become active immediately. Be sure to choose a PIN that is easy for you to remember but difficult for someone else to guess. Customer service representative-assisted Card activation and PIN selection services are available 24 hours a day, 7 days a week.

Additional Card. An additional Card may be purchased by you if you request it at the time you purchase the Card from the selling agent. You cannot request an additional Card via any other means or at any other point. There may be a fee for the additional Card as set out in the Schedule of Fees and Limits. The additional Card may be used only for back-up or security purposes. The additional Card is used in the same way as the main Card but cannot be used to make credits to the Card. You may de-activate an additional Card at any time through the selling agent or by calling us toll-free at 888 713 3424. You must ensure that the additional Card is used in accordance with this Agreement and any reference to Card in this Agreement means your Card and any additional Card. You will be responsible for any transactions made using an additional Card.

Limitations on Use and Card Limits. You may use your Card only in the manner and for the purposes authorized by this Agreement. If you exceed any of the limits set out in the Schedule of Fees and Limits, we may suspend or cancel your Card. You may not use your Card for any illegal purpose, at casinos or for online gaming purposes and you must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card in the country of purchase and/or use. We may restrict access to your Card or cancel or suspend the Card if we notice suspicious activities or suspect any illegal use of the Card. If access is denied or the Card is cancelled or suspended, you should contact us for more information. You are responsible for all authorized transactions using your Card including where you have permitted someone else to use your Card.

You may not use your Card to make a purchase in excess of your Available Balance. We reserve the right to cancel your Card should you make one or more purchases in excess of your Available Balance. If for any reason a purchase occurs that exceeds the value on the Card, you are responsible for repaying us in full (including any applicable fees and charges), and you authorize us to check your credit history and take any necessary collection action. We may automatically deduct any amount you owe under this Agreement from a future transfer of value to the Card. If we are required to undertake legal proceedings against you because you fail to comply with the terms of this Agreement, you must pay our reasonable attorneys' fees and other costs of the proceedings.

Authorizations and Holds. Any entity honoring your Card may be required to obtain approval or authorization for any transaction in accordance with the rules of MasterCard International, Inc. When an authorization is issued, a thirty-day hold may be placed on the value on the Card in the amount of the authorization. A ninety-day hold may be placed on the value on the Card in the amount of the preauthorization request made by hotels and rental merchants. If the authorization request varies from the amount of the transaction the merchant subsequently submits to the MasterCard system, settlement of the transaction may not remove the hold, which may remain on the Card until the hold days have expired. If your Card is subject to a hold, the value on the Card that is subject to the hold will not be available for other purposes. We recommend that you do not use the Card for pre-authorized payments.

When a Card is used to purchase fuel at an automated fuel pump, there must be a minimum of U.S. \$50, €37 or £26 (depending on the currency of your Card) available on the Card. To make a telephone call, there must be a minimum of U.S. \$15, €10 or £8 (depending on the currency of your Card) available on the Card. If you spend less than these minimum amounts it may take up to 7 days from the date of your purchase before any unused balance is available.

When a Card is used at bars or restaurants, an additional percentage (usually 10% to 20%) may be automatically added as an anticipated service charge or tip. If your actual service charge or tip is less, it may take up to 7 days from the date of your purchase before the difference is available.

When a Card is used to purchase goods by mail order or online, an additional 10% may be automatically added as an anticipated delivery charge. If the actual delivery charge is less, it may take up to 7 days from the date of your purchase before the difference is available.

You do not have the right to stop payment on any transaction initiated by use of your Card. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to 7 days.

Returns and Refunds. If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. The amounts credited to your Card for refunds may not be available for up to 5 days from the date the refund transaction occurs.

MasterCard and Travelex Additional Services. Each Card comes with the benefit of MasterCard Purchase Assurance Service® and Lost Luggage Service and Travelex Emergency Assistance Service. For further details on the MasterCard Additional Services, please see the information supplied with this Agreement. For further details on the Travelex Additional Services, please visit www.cashpassport.com.

Card Loading. You may reload your Card in the currency originally loaded on it at locations where Travelex Cash Passport Travel Cards are sold or by calling toll-free **877 414 6359**. Maximum load amounts for your Card are set forth on the Schedule of Fees and Limits.

ATM Usage. Your use of the Card for withdrawals of cash from ATMs is limited by the Available Balance on your Card (including any applicable fees and charges). Cash withdrawn from ATMs will be in the local currency; however, your Available Balance will be decreased in the currency loaded on the Card. Your aggregate daily ATM withdrawal limit is set forth on the Schedule of Fees and Limits. Some ATM operators may also charge you an additional fee that will be deducted from the Card. Not all ATM operators advise of this additional fee or the amount before you withdraw cash. Most ATM operators limit the minimum and maximum cash that can be obtained in a single transaction and it may also be limited (in some countries) by regulatory controls.

Foreign Exchange. If you use your Card for a transaction denominated in a currency other than the currency loaded on the Card, the amount will be converted into the currency of the Card and then deducted from your Available Balance. The exchange rate used for the conversion is the wholesale market rate or the government mandated rate determined by MasterCard in effect the day the transaction is processed plus a surcharge of 5.5%.

POS Usage. You may use your Card to pay for purchases at retail establishments that have agreed to accept the Card and/or are equipped with a POS terminal that accepts PIN based purchases. You do not have the right to stop payment on any purchase transaction originated by use of your Card. We are not responsible for any injury to you or to anyone else caused by any goods or services purchased or leased with your Card. **YOU ARE RESPONSIBLE FOR RESOLVING ALL DISPUTES CONCERNING THE QUALITY OF GOODS OR SERVICES PURCHASED FROM THE MERCHANT THAT ACCEPTED YOUR CARD.**

Balance and Activity Information. You will not receive regular periodic statements with respect to your Card. You are responsible for keeping track of the transactions on your Card to ensure that you do not exceed your Available Balance. You can review your Available Balance and Activity Report by calling toll-free 888 713 3424 or visiting www.cashpassport.com. Accessing your Activity Report will allow you to see the last 5 transactions made by use of your Card. This information is available to you 24 hours a day, 7 days a week. You can also obtain Available Balance information at participating ATMs around the world. If an ATM displays a balance in a currency other than the currency of your Card, the exchange rate applied may be different than ours and minor discrepancies can arise; however, you can always obtain an accurate Available Balance by phone or online.

PIN Protection. You agree to take all necessary steps to protect your PIN and to never disclose your PIN to anyone, except to individuals associated with us who assist you with your Card. Such steps include (but are not limited to): (a) never write your PIN on the Card and never carry a record of your PIN in your purse or wallet or any place it may be accessed by other people, (b) never enter the PIN in any terminal that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner; and (c) never allow anyone else to use your Card. If you permit someone else to handle your Card and you give that person your PIN, we will treat this as if you had authorized the person given your PIN the right to use your Card and you will be responsible for any transactions initiated by such person with your Card. Your Card will be disabled if an incorrect PIN is entered three (3) times. If the Card is disabled, please call **888 713 3424** to reactivate the Card. There may be a 24 hour delay in reactivating a disabled Card.

Card Expiration. Your Card will expire on the date indicated on its face. If there are any funds remaining on the Card after expiration, you may choose to transfer the funds to another Travelex Cash Passport Travel Card or close your Card. If you have questions regarding the funds remaining on your Card, write us at the address in Section 1 or call us toll free at **888 713 3424**. An administrative fee will be charged to close your Card or to transfer the funds to another card.

Closing your Card. At any time before your Card has expired, you may be able to close your Card through a selling agent. An administrative fee will be charged for this service. Payment is available in the currency of the Card but if you wish to obtain payment in a different currency, foreign exchange rates of the selling agent will apply.

Replacement Cards. If your Card is lost, stolen or damaged, you can request a replacement in person at a selling agent or arrange for a replacement to be sent to you by calling us at **888 713 3424**. Prior to the issue of a replacement Card, you may be asked to produce proof of identification. If you are abroad or if for any other reason we are unable to provide a replacement Card, you may call us at **888 713 3424** and we may be able to arrange for funds to be made available from various worldwide selling agents or we will send funds direct to you in place of a replacement Card. There will be a fee for this service as set out in the Schedule of Fees and Limits.

Section 3. FEES AND CHARGES.

We may charge the following fees in the amounts indicated on the Schedule of Fees and Limits provided with your Card. The amount of any fee will be deducted from your Available Balance at the time the fee becomes due or as otherwise provided. All fees are assessed in the currency loaded on the Card and are shown in the appropriate currency column on the Schedule of Fees and Limits.

Card Activation/Issuance Fees. There may be a fee each time we activate or issue a card.

Monthly Maintenance Fees. After you activate your Card, there may be a monthly maintenance fee. This fee will be debited from your Card after any period of 12 months (or such longer period as may be required by law) in which the Card (or any additional Card) has not been used or value loaded. If there is no Available Balance following the debit of any monthly maintenance fee (provided that if the Available Balance is less than the monthly maintenance fee, we will waive the remainder of the fee), we will automatically cancel the Card.

Card Load Fees. There may be a fee imposed for the initial value load made to your Card and a fee for each subsequent load made to your Card. The amounts of such fees may vary based on the form of the load transaction.

PIN Selection Fees. There may be a fee each time you change or select a PIN. The amount of the fee will be deducted from the Available Balance at the time the fee becomes due.

ATM Transaction Fees. ATM transactions (including withdrawals and balance inquiries) may be performed using your Card subject to applicable fees, which vary based on the type of transaction.

POS Transaction Fees. There may be a fee each time you use your Card to make a purchase. The amount of such fee may vary based on the type of transaction.

Cash Advance Fees. You may be able to receive a cash advance on your Card at financial institutions around the world subject to applicable fees.

Card-to-Card Transfer Fees. There may be a fee each time you make a card-to-card transfer.

Customer Service Access Fees. There may be a fee each time you access either our automated or live customer service. The amount of the fee will be deducted from the Available Balance at the time the fee becomes due.

Online Access Fees. There may be a fee each time you access your Available Balance or Activity Report online or you request a paper statement. The amount of the fee will be deducted from the Available Balance at the time the fee becomes due.

Lost or Stolen Card Fees. There may be fees charged for the replacement of any lost or stolen Card and for express delivery of a replacement Card. These fees will be deducted from the Available Balance remaining on the Card at the time a replacement Card is issued.

Administrative Fee to Close Card and Transfer or Pay Funds. An administrative fee may be charged to transfer funds to another card or close your Card and pay you amounts remaining on your Card.

Overdraft Fee. A fee may be imposed in the event your Available Balance has a negative amount.

Returned Item Fees. A fee may be imposed for each initiated transfer of funds to your Card that is returned to us unpaid. Any such fee will be deducted from the Available Balance, along with the amount of the transfer.

Card-on-File Fee. After you activate your Card, there may be a monthly card-on file fee. This fee will be waived until the expiration date on your Card.

You may be charged additional fees or commission by the selling agent on the issuance or crediting of additional funds to your Card.

Section 4. DISCLOSURE OF CARD INFORMATION TO THIRD PARTIES.

We will disclose information to third parties about your Card or the transfers you make:

- Where it is necessary for completing the transfers; or
- Where there has been unauthorized use of your Card; or
- In order to comply with government agency or court orders; or
- As provided in the enclosed insert relating to our information collection and sharing practices and policies.

In addition, Cardholder information may be provided to MasterCard or Travelex for the purposes of providing certain services, including emergency cash or emergency Card replacement. PLEASE REFER TO THE END OF

THIS DOCUMENT FOR ADDITIONAL INFORMATION CONCERNING OUR INFORMATION COLLECTION AND SHARING PRACTICES AND POLICIES.

Section 5. OTHER DOCUMENTATION. You will get a receipt at the time you use your Card to make any withdrawal at an ATM or any purchase at a retail merchant establishment.

Section 6. TELEPHONE AND INTERNET ACCESS TO INFORMATION. You may display your Available Balance or an Activity Report by going to www.cashpassport.com on the Internet, or you may hear the information by calling toll-free **888 713 3424**. Customer service representatives are available 24 hours a day, 7 days a week.

Section 7. PREAUTHORIZED TRANSFERS. Unless it is a specific feature of your Card, you will not be able to make preauthorized regular payments with your Card.

Section 8. OUR LIABILITY. IN NO EVENT WILL WE BE LIABLE FOR CONSEQUENTIAL OR INDIRECT DAMAGES (INCLUDING LOST PROFITS), EXTRAORDINARY DAMAGES, OR SPECIAL OR PUNITIVE DAMAGES. IN ADDITION, SUBJECT TO SECTION 10, WE WILL NOT BE LIABLE TO YOU IN RESPECT OF ANY LOSS, DAMAGE, EXPENSE OR INJURY YOU OR ANY THIRD PARTY MAY SUFFER IN CONNECTION WITH OR ARISING FROM THE CARD, EXCEPT WHERE SUCH LOSSES ARE DUE TO A BREACH BY US OF THIS AGREEMENT OR DUE TO OUR NEGLIGENCE. In particular, we will not be liable to you for any loss, damage, expense or injury in the following circumstances:

- If through no fault of ours, an ATM or a merchant refuses to honor your Card.
- If through no fault of ours, you do not have enough money in your Available Balance to make the withdrawal or purchase.
- If the ATM where you are making a withdrawal does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.
- If circumstances beyond our control (such as flood or fire or an act of war or an event of terrorism) prevent the transfer, despite reasonable precautions that we have taken.
- If access to your Card has been blocked after you reported your Card lost or stolen.
- If we have reason to believe the requested transaction is unauthorized or illegal.
- There may be other applicable exceptions.

Section 9. ERROR RESOLUTION. A record detailing your use of your Card ("Activity Report") will be available to you at www.cashpassport.com on the Internet, or accessed by you calling toll-free **888 713 3424**. In case of errors or questions about your Card or if any Activity Report shows transactions that you did not make, call us as soon as you can at **888 713 3424**, complete and submit the Dispute Form available at www.cashpassport.com or write us at: Card Services Department, Travelex, Worldwide House, Thorpe Wood, Peterborough England PE3 6SB.

We must hear from you no later than 60 days after we made available the FIRST Activity Report on which the problem or error appeared.

- Tell us your name and Card number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within 10 business days.

We will generally tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will re-credit your Card within 10 business days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your Card. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of documents that we used in our investigation.

Section 10. YOUR LIABILITY FOR UNAUTHORIZED USE. IF YOU BELIEVE THAT YOUR CARD HAS BEEN STOLEN, OR THAT SOMEONE HAS TRANSFERRED OR MAY TRANSFER MONEY FROM YOUR CARD WITHOUT YOUR PERMISSION, CALL US AT ONCE TOLL-FREE AT **888 713 3424**.

Calling is the best way to keep your losses down. If your Card has been lost or stolen, we will close your Card to minimize losses.

If you tell us within 2 business days after you learn of the loss or theft of your Card, you can lose no more than U.S. \$50 if someone used your Card without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as U.S. \$500.

Also, if your Activity Report shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the date we first posted the Activity Report on which the error appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If the unauthorized use of your Card was processed directly through MasterCard and not through another financial institution's or a third party's non-MasterCard ATM or POS network, you will have zero liability for the unauthorized use if: you reasonably demonstrate that you exercised reasonable care in safeguarding your Card and PIN from risk of loss and theft; your Card is in good standing (e.g., not presently or recently overdrawn, and not presently or recently under suspicion of possible illegal or suspicious use); and we have not received more than one other report of unauthorized use of your Card in the last 12 months.

Section 11. AMENDMENT. We can change this Agreement, including all fees, at any time, and such changes will be binding on you. If required by law, we will give you written notice of the change prior to the effective date of the change. However, if the change is made for security, regulatory or MasterCard purposes or as a result of changes in fees, changes or costs imposed by any party other than us, we can implement it without prior notice. Your use of the Card constitutes acceptance of any amendment implemented by us.

Section 12. OUR RIGHT TO SET-OFF. If you ever owe us money under this Agreement, and it becomes due, we have the right under the law (called set-off) to use the money from your Card to pay the debt. We may charge against any of your accounts any debt you owe us, now or in the future, without going through any legal process or court proceedings.

Section 13. TERMINATION. We reserve the right to terminate this Agreement or any of the services that are described herein at any time. If we discontinue honoring your Card, you should call us at 888 713 3424 for further instructions. You may, at any time, terminate this Agreement, or any of the services to which you subscribe by giving us written notice. Termination will not affect any of our rights or your obligations arising under this Agreement prior to termination.

Section 14. ARBITRATION. PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrate. Either you or we may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

Claims Covered.

- What Claims are subject to arbitration? All Claims relating to your Card, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforce-ability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.
- Whose Claims are subject to arbitration? Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized user of your Card, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.
- What time frame applies to Claims subject to arbitration? Claims arising in the past, present, or future, including Claims arising before the opening of your Card, are subject to arbitration.
- Broadest interpretation. Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").
- What about Claims filed in Small Claims Court? Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

How Arbitration Works.

• **How does a party initiate arbitration?** The party filing an arbitration must choose one of the following arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or National Arbitration Forum. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows: American Arbitration Association, 225 North Michigan Avenue, Suite 2527, Chicago, IL 60601-7601 Web site: www.adr.org National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, Web site: www.arbitration-forum.com

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

• **What procedures and law are applicable in arbitration?** A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least 10 years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

• **Who pays?** Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

• **Who can be a party?** Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

• **When is an arbitration award final?** The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days have passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

This card is issued by West Suburban Bank pursuant to license by MasterCard International.

West Suburban Bank

PREPAID CARD PRIVACY STATEMENT

At West Suburban Bank, we do everything we can to protect the privacy of consumers and customers (past and present) including those who visit our website. We value your time and your interest in our organization. We place a high priority on ensuring the security and privacy of data pertaining to each consumer. West Suburban Bank is aware that you may have entrusted us with your financial information and accounts, and may also have shared personal information with us.

We have created our Prepaid Card Privacy Statement to communicate our privacy commitment to you and to serve your privacy needs.

Collection and Use of Information

We may collect personal information about you from the following sources:

- Any information we receive from you on applications or other forms whether in writing, in person, by telephone or by electronic means. This may include your name, address, employment information, income and credit references;
- Any information about your transactions with us, our affiliates (members of the WSB family) or others. This information may include your account balances, payment history and account usage;
- Any information we receive from a consumer reporting agency. This may include account information and information about your creditworthiness;
- Any information we receive from other public sources. This may include real estate records and telephone numbers; and
- Any information we receive from a third party in order to provide, and allow you to use, your prepaid card.
- As required by the USA Patriot Act, we may also collect information and take actions necessary to verify your identification.

Sharing of Information

We do not share your personal information, as described above, with any third parties except with companies that perform services on our behalf as necessary to provide, and allow you to use, your prepaid card.

Confidentiality and Accuracy of Consumer Information

When we share information with third parties, we hold all such parties to the same or higher standards as we do ourselves regarding the privacy of your information. As an added safeguard, we also require them to allow us to audit them for compliance in this regard.

We collect only the information necessary to deliver quality products and services to our customers. We restrict access to your personal information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your personal information.

Every effort is made to ensure that our records of your information are complete and correct. If you notice an error on your statement or in any other communication from us, please contact us at the number listed on your account materials as soon as possible.

Amendments and Changes

Except as required by law, we reserve the right to amend this statement at any time and without notice.

Our Website

When you visit the website that we maintain for our prepaid cards we want you to feel secure that we are respecting your privacy. The only private information we have about you is the information you choose to give us (such as by providing feedback or completing a form or application). We do not share your personal information with any third parties (other than as permitted by law, regulation or certain contractual obligations) except to companies that perform services on our behalf.

If you are a visitor to the website that we maintain for our prepaid cards, our web server automatically recognizes your Internet Service Provider's domain name and aggregates information about which pages you visited. We use this information to improve the content of our web pages. We do not collect e-mail addresses, postal addresses or telephone numbers to contact visitors to our website.

West Suburban Bank does not currently use “cookies” on our website, except during an Online Banking session (see below) or for loan applications, but may do so in the future for the purpose of serving you better. A “cookie” is a small element of data that a website can send to your browser, which may then be stored on your system. Data collected from “cookies” helps us determine how many people visit certain pages, ultimately enabling us to improve our site design and content. Your web browser can be set to provide you a notice before accepting any “cookies”.

We are not responsible for the collection and use of information by companies or organizations outside of West Suburban Bank that may be linked to our website.

Online Banking

Each customer who has requested Online Banking service with our bank has been provided with an authorized access ID and passcode. We use these combined security controls to not only protect our Online Banking customers, but also to limit the risk of unauthorized data access or security problems. If someone wants to use this service, they must submit an application (listed at our website) and be notified of approved authorization and security codes.

MasterCard

MASTERCARD PURCHASE ASSURANCE SERVICE® LOST LUGGAGE SERVICE

Benefits Package is offered by MasterCard. West Suburban Bank is not responsible for any services or products offered as part of the Package.

Prepaid MasterCard cardholders 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 Prepaid MasterCard cardholder.
- 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 Prepaid MasterCard card or pay the entire cost of the common carrier ticket(s) with points earned through your Prepaid MasterCard 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 \$1,500 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.

E-Mail

Generally, any e-mails that you send to us, and our responses, are not sent in a secure manner. A secure (encrypted) e-mail form is available via Online Banking for e-mails containing personal information that should remain secure.

Children's Privacy

Protecting the privacy of your children is essential. For that reason, our website is not structured to attract children under the age of 13. Parental consent is required for children under 13 to provide personally identifiable information via our website.

How to Contact Us

If you would like additional information, or if you have questions regarding West Suburban Bank's Prepaid Card Privacy Statement, please write to us at 711 S. Westmore Ave., Lombard, IL 60148, Attn: Prepaid Privacy Statement

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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 **1-800-MC-ASSIST** 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.
- Prepaid MasterCard receipt showing purchase of common carrier tickets.
- Prepaid MasterCard statement showing purchase of common carrier tickets.
- Copy of initial claim report submitted to the common carrier.
- Copy of Prepaid MasterCard 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.

Prepaid MasterCard cardholders can benefit from the security and safety offered through Purchase Assurance Coverage. If something you bought with your MasterCard 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 terms:

- **You** or **Yours** means MasterCard cardholder.
- **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 MasterCard 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 MasterCard card are covered if damaged or stolen within ninety (90) days from the date of purchase as indicated on your MasterCard receipt.
- Items you purchase with your MasterCard 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 a maximum of \$1,000 per claim and a total of \$25,000 per cardholder 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 MasterCard cardholder 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 vehicle.
- 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 throwers, lawn mowers, and hedge trimmers).
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Travelers cheques, tickets of any kind (for example, for airlines, sporting events, concerts, or lotteries), 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 losses 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 (for example, 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 **1-800-MC-ASSIST** 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.
 - MasterCard receipt showing purchase of covered item.
 - MasterCard 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 reasonably may be requested to validate a claim.

Reminder: Please refer to the Final Legal Disclosure section.

ATM Locations:

Call 1-877-FINDATM (1-877-346-3286) to find the location of a nearby ATM in the MasterCard ATM Network accepting MasterCard®, Maestro®, and Cirrus® brands. Also, visit our website at www.mastercard.com to use our ATM locator. You can get cash at over one million ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel.

Reminder: Please refer to the Final Legal Disclosure section.

This Guide is not a policy or contract of insurance or other contract. Benefits are purchased by MasterCard and provided free to you, but non-insurance services may have associated costs, which will be your responsibility. (For example, legal referrals are free, but the lawyer's fee is your responsibility.)

MasterRental Insurance, Lost or Damaged Luggage Coverage, and Hotel/Motel Burglary Coverage are provided under master policies of insurance issued by Virginia Surety Company, Inc.

This Guide is intended as a summary of benefits provided to you. All information about the insurance benefits listed in this Guide is governed by the conditions, limitations, and exclusions of the master policy.

As the insurer of the MasterCard coverage described herein, Virginia Surety Company, Inc. ("VSC") collects personal information about you from the following sources: information the insurers gather from you; from your request for insurance coverage or other forms you furnish to the insurer, such as your name, address, telephone number; and from information about your transactions with the insurer, such as claims made and benefits paid.

The insurer may disclose all information it collects, as described above, to companies that perform administrative or other services on our behalf solely in connection with the insurance coverage you have received. The insurer does not disclose any personal information about former insureds to anyone, except as required by law. The insurer restricts access to personal information about you to those employees who need to know that information in order to provide coverage to you. The insurer maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information. Should you have any questions about the insurance procedures or the information contained within your file, please contact the insurer by writing to:

Compliance Department, Virginia Surety Company, Inc., 1000 North Milwaukee Avenue, Glenview, IL 60025

Effective date of benefits: Effective April 15, 2008 this Guide replaces all prior disclosures, program descriptions, advertising, and brochures by any party.

MasterCard, your issuer, and the insurer reserve the right to change the benefits and features of these programs at anytime.

Cancellation: We can cancel these benefits at any time or choose not to renew the insurance coverage for all cardholders. If we do, you will be notified at least sixty (60) days in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to your issuer, 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 MasterCard cardholders 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 MasterCard 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 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 MasterCard cardholder 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 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 cannot be repaired, the claim administrator may request that the cardholder or gift recipient send the broken 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. 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 possession of this Guide to Benefits does not guarantee coverage or coverage availability. FLD-2 (3-05)

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 a member's, or the MasterCard actual offerings, such master policies or actual offering shall control.