

# *General Provisions & Disclaimer*



Butterfield

American Airlines  
**AAdvantage** 



# General Provisions & Disclaimer

---

## General

These benefits and services are effective for eligible Butterfield / AAdvantage® Standard MasterCard® Cardholders effective May 2014. This document supersedes any guide or programme communication you may have received earlier. The information contained herein is provided solely for general informational purposes. This document is not a Policy, contract, warranty or promise of insurance or other benefit. It does not intend to be a complete description of all terms, conditions and exclusions of the policies or other benefits, all of which are subject to change by MasterCard or the underwriters or other service providers at any time and without prior notice. Provision of services is subject to availability and applicable legal restrictions. Travel Assistance Services are provided by AXA Assistance, USA. Insurance coverage is underwritten by approved Member Companies of the American International Group. Complete provisions pertaining to these plans of insurance are contained in the Master Policy(ies) on file with the Plan Administrator, Marsh U.S. Consumer, a service of Seabury & Smith, Inc., on behalf of MasterCard Worldwide, Latin America and Caribbean Region in Purchase, New York, USA. If there are any discrepancies between this document and the Master Policy(ies) or the applicable MasterCard contract for other benefits, the Master Policy(ies) or the applicable MasterCard contract for other benefits shall govern. The Insurance Company has the final authority to determine the outcome of an insurance claim. The appointed service provider for non-insurance services and benefits provided to Cardholders holds final authority to determine and respond to any claims, comments, enquiries and disputes related to utilisation of the Cardholder benefit programme.

## Cancellation

MasterCard can cancel these benefits at any time or choose not to renew insurance coverage for all Cardholders. Insurance coverage or benefits provided by these programmes may cease on the date indicated in the Master Policy in existence between MasterCard International and the Insurance Company; or will be terminated on the date your Butterfield / AAdvantage Standard MasterCard Card terminates or ceases to be a Valid Account, whichever occurs first. If a benefit/programme is cancelled, Cardholders will be notified in advance, as soon as reasonably practical. The effective time for any Cancellation referenced in this section shall be 12:01 a.m., Eastern Standard Time. Any claim for benefits from MasterRental and/or MasterTravel that occur prior to the effective date of cancellation shall not be prejudiced by the cancellation or non-renewal, subject to the terms and conditions of the Master Policy(ies).

## Valid Account

(1) Your Butterfield / AAdvantage Standard MasterCard Card account must be open, valid and in good standing for any benefits, coverage or services to apply; and (2) Benefits will not be paid and coverage will not apply if; on the date of an accident, occurrence or incident that causes or results in a loss covered under any plan of insurance, your Butterfield / AAdvantage Standard MasterCard Card account is not open, valid, in good standing; or is in delinquency, collection, or cancellation status.

# General Provisions & Disclaimer

---

## Cardholder Duties After a Loss (Due Diligence)

You must use all reasonable means to avoid future loss at and after the time of loss and provide full compliance with the duties that are described. This includes full cooperation with the Insurance Company, Plan Administrator(s) and Third Party Claims Administrator(s) who act on behalf of MasterCard for programmes or other services offered as benefits to a Cardholder; with investigating, evaluating and settling a claim.

## Rights to Recover/Subrogation

If payment is made under MasterRental™, the insurance company is entitled to recover such amounts from other parties or persons. Any party or person to or for whom the insurance company makes payment must transfer to the insurance company his or her rights to recovery against any other party or person. The Cardholder must do everything necessary to secure these rights and must do nothing that would jeopardise them, or these rights will be recovered from the Cardholder.

## Transfer of Rights

After a claim is paid under MasterRental™ Insurance Coverage, the rights and remedies of the eligible Butterfield / AAdvantage® Standard MasterCard® Cardholder (or any third party benefiting under this programme) against any party in respect to this loss or damage will be transferred to the insurance company. In addition to transferring such rights, the eligible Butterfield / AAdvantage® Standard MasterCard® Cardholder (or any third party paid under this programme) must provide the insurance company with any assistance necessary to secure its rights and remedies and must do nothing that would jeopardise them.

## Assignment

No rights or benefits provided under MasterRental™ may be assigned without the prior written consent of the Insurance Company, Plan Administrator or Third Party Claims Administrator.

## Concealment, Fraud or Misrepresentation

Insurance coverage/benefits or services described herein, will be void, whether before or after a loss or request for services are made, if you willfully concealed or misrepresented any material fact or circumstance concerning or provided fraudulent information concerning the plans of insurance or other services described herein to: MasterCard International, the Insurance Company, Butterfield or any other company performing services and/or administration on behalf of these programmes.

## Legal Actions

No legal action may be brought to recover on a Policy until sixty (60) days after the Insurance Company has been given written proof of loss. No such action may be brought after three (3) years from the time written proof of loss is required to be given.

# General Provisions & Disclaimer

---

## Conformity with local statutes

Any provision of a Policy, which, on its effective date, is in conflict with the statutes of the country in which the Policy was delivered or issued for delivery is hereby amended to conform to the minimum requirement of such statutes.

## Sanctions

Coverage and benefits provided by these programmes shall be null and void if they violate US economic or trade sanctions such as, but not limited to, the sanctions administered and enforced by the Office of Foreign Assets Control ("OFAC") of the U.S. Treasury Department.

## Arbitration

Any dispute regarding the terms of any Master Policy(ies) of insurance, including any question regarding its existence, validity or termination will be referred to and resolved by arbitration and in accordance with the arbitration rules/regulations of the country where your Butterfield / AAdvantage® Standard MasterCard® Card account has been issued.

## Confidentiality and Security

We may disclose all information we collect, as described above, to companies that perform administrative services on our behalf solely in connection with the insurance coverage you have received. We restrict access to personal information to our employees, our affiliates' employees, or others who need to know that information to service the account or in the course of conducting our normal business operations. We maintain physical, electronic and procedural safeguards to protect personal information.

*Where services are provided by organisations other than Butterfield, the Bank shall have no responsibility or liability for them, or for their mention in this document, or for their continuance.*