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# INDUSTRIAL AND COMMERCIAL BANK OF CHINA (USA) NA

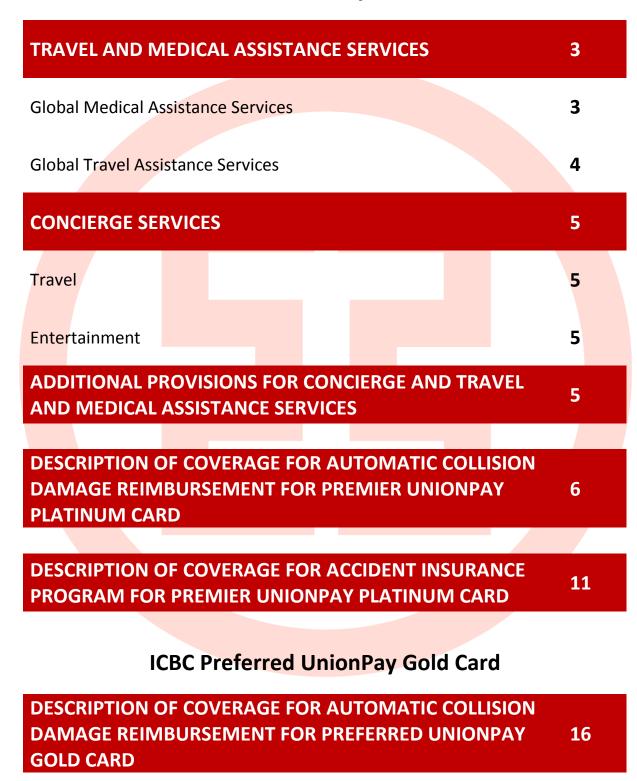
# UNIONPAY CARD GUIDE TO BENEFITS

### Contact Us

icbc-us.com U.S. & Canada 1-844-900-4222 Int'l Collect 1-215-240-6689



### **ICBC Premier UnionPay Platinum Card**





### A. TRAVEL AND MEDICAL ASSISTANCE SERVICES

#### What is this benefit?

This benefit offers services designed to help you in case of an emergency while traveling. The Benefit Administrator can connect you with the appropriate local emergency and assistance resources available when you are away from home, 24 hours a day, 365 days a year. (Please keep in mind that, due to occasional issues such as distance, location, or time, neither the Benefit Administrator nor its service providers can be responsible for the availability, use, cost, or results of any medical, legal, transportation, or other services.)

### Who is eligible for this benefit?

You are eligible if you are a valid cardholder of an eligible ICBC Premier UnionPay Platinum Card issued in the United States. The hotline program (international assistance) includes the following services for Cardholders traveling outside their home country for periods not exceeding 90 consecutive days per trip.

### How do I use these services when I need them?

Simply call the toll-free, 24-hour Benefit Administrator line at 1-888-289-8762. If you are outside the United States, call collect at 703-891-7335.

### Is there a charge for these services?

No. Travel and Medical Assistance Services are available to eligible ICBC Premier UnionPay Platinum Card at no additional charge.

**Please Note:** Travel and Medical Assistance Services provide assistance and referral only. You are responsible for the cost of any actual medical, legal, transportation, cash advance, or other services or goods provided.

### A-1. GLOBAL MEDICAL ASSISTANCE SERVICES

#### **1. Telephone Medical Advice**

The Benefit Administrator shall arrange for the provision of medical advice to the Cardholder over the telephone.

### 2. Medical Service Provider Referral

The Benefit Administrator shall provide the Cardholder, upon request, with the name, address, telephone number and, if available, office hours of physicians, hospitals, clinics, dentists and dental clinics (collectively, "Medical Service Providers"). The Benefit Administrator shall not be responsible for providing medical diagnosis or treatment. Although The Benefit Administrator shall make such referrals, The Benefit Administrator cannot guarantee the quality of the Medical Service Providers and the final selection of a Medical Service Provider shall be the decision of the Cardholder. The Benefit Administrator shall, however, exercise care and diligence in selecting the Medical Service Providers.

### 3. Arrangement of Hospital Admission

If the medical condition of the Cardholder is of such gravity as to require hospitalization, The Benefit Administrator shall assist such Cardholder in the hospital admission.

### 4. Guarantee of Medical Expenses Incurred during Hospitalization & Monitoring of Medical Condition during Hospitalization

The Benefit Administrator shall, subject to us first securing payment from the Cardholder through the Cardholder's credit card or from the funds from the Cardholder's family, assist the Cardholder by guaranteeing on behalf of the Cardholder medical incurred during a expenses Cardholder's hospitalization. In the event that the Cardholder has guaranteed his/her hospitalization expenses, The Benefit Administrator shall monitor the Cardholder's medical condition with the hospital's attending physician; subject to any and all obligations in respect of confidentiality and relevant authorization. The Benefit Administrator shall ensure that the hospitalization expenses incurred by the Cardholder are reasonable and customary and consistent both with reasonable standards for the Cardholder's condition and location.

### 5. Arrangement of Emergency Medical Evacuation

The Benefit Administrator shall arrange for the provision of air and/or surface transportation, medical care during transportation, communications and all usual ancillary services required to move the Cardholder to the nearest hospital where appropriate medical care is available. The Benefit Administrator shall arrange for the provision of appropriate



communication and linguistic capabilities, mobile medical equipment and medical escort crew.

#### 6. Arrangement of Emergency Medical Repatriation

The Benefit Administrator shall arrange for the return of the Cardholder to the Home Country or Usual Country of Residence following the Cardholder's Emergency Medical Evacuation and subsequent hospitalization outside the Cardholder's Home Country or Usual Country of Residence. The Benefit Administrator shall arrange for the provision of appropriate communication and linguistic capabilities, mobile medical equipment and medical escort crew.

#### 7. Arrangement of Repatriation of Mortal Remains

The Benefit Administrator shall arrange for the transportation of the Cardholder's mortal remains to the Home Country or Usual Country of Residence if requested by the Cardholder's family, arrange for local burial at the place of death.

#### 8. Arrangement of Compassionate Visit

The Benefit Administrator shall arrange for one return airfare for a relative or a friend of the Cardholder wishing to join the Cardholder who, when traveling alone, is hospitalized outside the Home Country or Usual Country of Residence.

### 9. Arrangement of Return of Minor Children

The Benefit Administrator shall arrange for one-way airfares for the return of minor children to the Home Country or Usual Country of Residence if they are left unattended as a result of the accompanying Cardholder's illness, accident or Emergency Medical Evacuation. An escort will be provided, when requested.

#### **10. Arrangement of Accommodation**

The Benefit Administrator shall arrange for the hotel accommodation of the Cardholder's relatives related to an incident requiring Emergency Medical Evacuation, Emergency Medical Repatriation or hospitalization.

The above Services are charged on a case by case basis. The provision of a financial guarantee is subject to us first securing payment from the Cardholder through the Cardholder's credit card or from the funds from the Cardholder's family. The Benefit Administrator shall not be responsible for any third party expenses which shall be solely the Cardholder's responsibility.

### A-2. GLOBAL TRAVEL ASSISTANCE SERVICES

#### **1. Lost Luggage Assistance**

The Benefit Administrator shall assist the Cardholder who has lost his/her luggage while travelling outside their Home Country or Usual Country of Residence by referring the Cardholder to the appropriate authorities involved.

#### 2. Lost Passport Assistance

The Benefit Administrator shall assist the Cardholder who has lost his/her passport while travelling outside their Home Country or Usual Country of Residence by referring the Cardholder to the appropriate authorities involved.

#### **3. Legal Referral**

The Benefit Administrator shall provide the Cardholder with the name, address, telephone numbers, if requested by the Cardholder and if available, office hours for referred lawyers and legal practitioners. The Benefit Administrator shall not give any legal advice to the Cardholder.

#### 4. Emergency Travel Service Assistance

The Benefit Administrator shall assist the Cardholder in making reservations for air ticket or hotel accommodation on an travelling overseas.

### 5. Emergency Interpreting Assistance

The Benefit Administrator shall arrange for the provision of interpreting assistance to the Cardholder over the telephone on an emergency basis.

#### 6. Embassy Referral

The Benefit Administrator shall provide the address, telephone number and hours of opening of the nearest appropriate consulate and embassy worldwide.

### 7. Emergency Message Transmission

The Benefit Administrator shall assist tin transmitting emergency messages between Cardholders and their families.

The above services are purely on referral or arrangement basis. The Benefit Administrator shall



not be responsible for any third party expenses which shall be solely the Cardholder's responsibility.

### **B. CONCIERGE SERVICES**

### B-1. Travel

### 1. Hotel Referral and Reservation Assistance

The Benefit Administrator shall assist the Cardholder by providing the name, address and telephone number of hotels and holiday resorts in major cities. If requested by the Cardholder and whenever possible, The Benefit Administrator shall facilitate in making the reservation on behalf of the Cardholder.

### 2. Flight Information and Ticketing Assistance

The Benefit Administrator shall assist the Cardholder by providing the name, address and telephone number of airlines in major cities as well as flight times whenever possible. If requested by the Cardholder and whenever possible, The Benefit Administrator shall facilitate in making the flight reservation on behalf of the Cardholder.

### **3. Reschedule/Rearrangement of Travel Plans due to** Flight Delays

In the event of flight delays, The Benefit Administrator shall assist Cardholders to reschedule /rearrange their travel plans.

### **B-2.** Entertainment

### 1. Golf Course Referral and Reservation Assistance

The Benefit Administrator shall assist the Cardholder, whenever possible, by providing the address and telephone number of golf courses within and outside the usual country of residence. If requested by the Cardholder and whenever possible, The Benefit Administrator shall facilitate in making the reservation on behalf of the Cardholder.

#### 2. Global Concert and Performance Assistance

The Benefit Administrator shall assist in the provision of information on major concerts and performances on a global basis. Whenever requested, The Benefit Administrator shall facilitate in the booking and purchase of entry tickets to the designated event.

### **3. Global Sports Events Assistance**

The Benefit Administrator shall assist in the provision of information on major sports events on a global basis. Whenever requested, The Benefit Administrator shall facilitate the booking and purchase of entry tickets to the designated event.

### 4. Dining Referral and Reservation Assistance

The Benefit Administrator shall assist the Cardholder by providing the name, address and telephone number of restaurants in major cities. If requested by the Cardholder and whenever possible, The Benefit Administrator shall facilitate in making the reservation on behalf of the Cardholder.

### C. ADDITIONAL PROVISIONS FOR CONCIERGE AND TRAVEL AND MEDICAL ASSISTANCE SERVICES

The benefit described in this Guide to Benefits will not apply to ICBC Premier UnionPay Platinum Card cardholders whose accounts have been suspended or canceled. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, or statement messages.



# \$25,000

### **RHODE ISLAND**

### EXCESS AUTOMATIC COLLISION DAMAGE REIMBURSEMENT

Provided to

ICBC Premier UnionPay Platinum Card Cardmembers

# AT NO EXTRA COST

Keep this coverage description for your records

44-10-0359-RI (Ed. 8/95)



### SUMMARY OF COVERAGE

#### THE PLAN

As an eligible Insured\* you are eligible to receive reimbursement for repair or replacement of a Rented Automobile\*\*\*, as a result of Collision Damage\*\* to a Rented Automobile. Reimbursement will be on an Actual Cash Value\*\*\*\* basis for loss which the Insured is responsible, when the loss occurs anywhere in the world. This coverage applies provided the entire rental fee for the Rented Automobile has been charged or debited to your Account; and, provided you have rejected, at the time of rental, any waiver of liability for Collision Damage available from the Rental Agency\*\*\*\*\*.

×	*	Insured means Cardholders, Cardmembers and Account holders of the Policyholder. Cardholder means an individual who has been issued an
		Account card by the Policyholder. Cardmember means any
		authorized primary or additional card user who has been issued an
		Account card by the Policyholder. Accountholder means any
		individual who has an open and active Account with the Policyholder.
×	**	Collision damage means the direct and accidental damage to a Rented
		Automobile caused by upset or collision with another object. Collision
		Damage does not include loss caused by missiles, falling objects, fire,
		theft or larceny, explosion, earthquake, windstorm, hail, water, flood,
		malicious mischief or vandalism, riot or civil commotion.
2	***	Rented Automobile means a four-wheeled private passenger type
		motor vehicle or a mini-van manufactured and designed to transport
		a maximum of seven passengers and used exclusively to carry
		passengers. A Rented Automobile must be designed for travel on
		public roads and rented from a licensed rental company. Off-road,
		antique or limited edition vehicles are excluded, as are trucks,
		recreational vehicles, campers, pick-up trucks and mini-buses.
×	****	Actual Cash Value means the cost to repair or replace the Rented
		Automobile at the time of loss, less depreciation.
×	****	Rental Agency means a commercial automobile rental company under
		the laws of the applicable jurisdiction.



### ELIGIBILITY

This Collision Damage reimbursement is provided to you, as an Insured, automatically when the entire rental fee for the Rented Automobile is charged or debited to your Account. It is not necessary for you to notify the Insurance Company or Plan Administrator at the time the rental fee is charged or debited to your Account.

### THE COST

This coverage is provided at no additional cost to eligible Insureds under the master policy issued to BankNewport, as Trustee for G.A.R.D Trust for the account of: China UnionPay USA by Federal Insurance Company (the Company).

### **AMOUNT OF INSURANCE**

The Company's liability will be for a maximum reimbursement of \$25,000. From the amount of reimbursement due the Insured, the amount of any valid and collectible insurance or the deductible amount of \$0, whichever is greater, will be deducted. In no event will the Company be liable beyond the amounts actually paid by the Insured.

### **EXCLUSIONS**

Coverage does not apply to loss resulting from the following:

- \* Any dishonest, fraudulent or criminal act of the Insured.
- \* Forgery by the Insured.
- \* Loss due to war or confiscation by authorities.
- \* Loss due to nuclear reaction or radioactive contamination.

\* The Insured being intoxicated, as defined by the laws of the jurisdiction where the loss occurred or under the influence of any narcotic unless prescribed by a physician.

\* Intentional damage to the Rented Automobile by the Insured.

\* Damage which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure.

- \* Damage to tires unless the loss be coincident with a covered loss.
- \* Use of the Rented Automobile to carry passengers and property for hire.
- \* Use of the Rented Automobile in tests, races or contests.

\* Use of the Rented Automobile by a person other than the one authorized to operate the Rented Automobile by the terms of the Rental Agreement.

\* The Rented Automobile being operated or located in any territory prohibited by the terms of the Rental Agreement.

\* Loss of use of the Rented Automobile.

This insurance does not apply to any accident when the United States of America has imposed any trade or economic sanctions prohibiting insurance of any accident or when there is any other legal prohibition against providing insurance for any accident.

### EFFECTIVE DATE

This plan is effective 07/15/2016 and will cease on the date the master policy terminates (in which case you will be notified by the Policyholder), or on the date you no longer qualify as an eligible Insured, or on the expiration date of the applicable period of coverage for the Insured, whichever occurs last.



The coverage period will not exceed thirty-one (31) consecutive days, or fortyfive (45) consecutive days if the Insured is an employee of an organization which has provided an Account card to the Insured for business use.

#### MISREPRESENTATION AND FRAUD

Coverage of the Insured will be void if, at any time, the Insured has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or the interest of the Insured herein, or in case of any fraud or false swearing by the Insured relating thereto.

Coverage for an Insured will be void if, whether before or after a loss, the Policyholder or its subscribing organization(s) has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or the interest of the Insured therein, or in case of any fraud or false swearing by the Policyholder or its subscribing organization(s) relating hereto.

#### CLAIM PROCEDURE

The Insured must send the Company written notice of a claim, including the Insured's name and policy number, within 45 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. To file a sworn Proof of Loss, the Insured must send the following information to the Company or its authorized representative:

\* A copy of the Account statement showing the automobile rental transaction.

- \* A copy of the automobile rental agreement.
- \* A copy of the police report.

\* A copy of the initial claim report submitted to the automobile Rental Agency.

\* A copy of the paid claim presented by the automobile Rental Agency for the Collision Damage for which the Insured is responsible.

\* Proof of submission of the loss to and the results of any settlement or denial by the applicable insurance carrier(s).

\* If no other insurance is applicable, a notarized statement from the Insured to that effect.

### FOR INSUREDS WHO ARE NEW YORK STATE RESIDENTS:

To the extent that his plan provides insurance against damage to a rented motor vehicle, the following terms and conditions apply: (1) The period of insurance coverage will not exceed thirty-one (31) consecutive days, or forty-five (45) consecutive days if the Insured is an employee of an organization which has provided the Account Card to the Insured for business use; (2) The insurance provided by this plan will be excess over any other valid and collectible insurance covering the rented motor vehicle. However, the insurance provided under this plan may be primary if specifically provided for under the terms of this plan and if the following criteria is met: (a) The motor vehicle is rented for use outside the United States, its territories and possessions; or (b) The Insured is an employee of an organization which has provided the Account Card to the Insured for business use; and (c) The motor vehicle is rented without a driver.



#### FOR INSUREDS WHO ARE RHODE ISLAND RESIDENTS:

Service of claim or suit may be made directly on the Company at the following address:

Federal Insurance Company 202 Hall's Mill Road Post Office Box 1600 Whitehouse Station, New Jersey 08889-1600

As a handy reference guide, please read this document and keep it in a safe place with your other insurance documents. This Summary of Coverage is not a contract of Insurance but is simply an informative statement to eligible Insureds of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of insurance are contained in the master policy #9908-01-85 on file with Industrial and Commercial Bank of China (USA) NA, herein referred to as the Policyholder. If a statement in this Summary of Coverage and any provision in the policy differ, the policy will govern.

Answers to specific questions can be obtained by contacting the Plan Administrator. To contact the Plan Administrator, please call the phone number listed on the back of your credit card.

To make a claim, or if you have questions related to a claim, please contact the Claims Administrator: Broadspire, a Crawford Company, P.O. Box 792190, San Antonio, TX 78279-2190, phone (855) 830-3719, fax (855) 830-3728

PLAN UNDERWRITTEN BY Federal Insurance Company a Chubb Company 202 Hall's Mill Road, P.O. Box 1600 Whitehouse Station, New Jersey 08889-1600

# CHUBB



### Accident Insurance Program

### Provided to ICBC Premier UnionPay Platinum Card Cardmembers by Policy # 9908-01-84

### **DESCRIPTION OF COVERAGE**

THE PLAN: As a ICBC Premier UnionPay Platinum Card Cardmember, you your spouse, or domestic partner, and your dependent children will be automatically insured against accidental loss of life, limb, sight, speech or hearing occurring on a common carrier covered trip while riding as a passenger in, entering or exiting any common carrier on which you have purchased passage, or riding as a passenger in, entering or exiting any conveyance licensed to carry the public for hire or any courtesy transportation provided without a specific charge and while traveling to or from the airport, terminal or station immediately preceding the departure of the scheduled common carrier on which you have purchased passage or immediately following the arrival of the scheduled common carrier on which you were a passenger, or while at the airport, terminal or station at the beginning or end of the common carrier covered trip. If the purchase of the common carrier passenger fare is not made prior to your arrival at the airport, terminal or station, coverage will begin at the time the cost of the common carrier passenger fare is charged to your account. Does not include commutation.

ELIGIBILITY: This insurance plan is provided to ICBC Premier UnionPay Platinum Card cardmembers, automatically when the entire cost of the passenger fare(s) are charged to ICBC Premier UnionPay Platinum Card account while the insurance is effective. It is not necessary for you to notify ICBC (USA) NA, the administrator or the Company when tickets are purchased.

THE COST: This insurance plan is provided at no additional cost to eligible ICBC Premier UnionPay Platinum Card cardmembers.

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

THE BENEFITS: \$50,000 is payable for accidental loss of life; loss of speech and loss of hearing; loss of speech and one of loss of hand, foot or sight of one eye; loss of hearing and one of loss of hand, foot or sight of one eye; loss of both hands, both feet, loss of sight or any combination thereof. 50% of the Principal Sum is payable for accidental loss of hand, foot or sight of one eye (any one of each); loss of speech or loss of hearing. 25% of the Principal Sum is payable of loss of thumb and index finger of the same hand. The Company will pay the single largest applicable Benefit Amount.

ACCOUNT AGGREGATE LIMIT OF INSURANCE: If more than one Insured Person insured under the same Account suffers a loss in the same accident, Federal Insurance Company (the Company) will not pay more than two times the applicable benefit amount (the aggregate limit of insurance). If an accident results in benefit amounts becoming payable, which when totaled, exceed two times the applicable benefit amount, then the aggregate limit of insurance will be divided proportionally among the Insured Persons, based on each applicable benefit amount.

ADDITIONAL BENEFITS: Trip Delay: reimburses for the cost of food and temporary lodging until travel by the insured person become possible, up to \$250 per day for a maximum of 5 days for the insured person's trip delay during a common carrier covered trip if the delay is due to a covered loss, unannounced strike, civil commotion, hijack or natural disaster. This benefit is excess over any other insurance or indemnity available to the insured person. Coverage is limited to 1 delay per insured person during a common carrier covered trip. We will not pay more than the maximum benefit amount in any 12 consecutive months regardless of the number of trip delays in that 12 month period.

DEFINITIONS:



<u>ACCIDENT OR ACCIDENTAL</u> means a sudden, unforeseen and unexpected event which happens by chance, arises from a source external to the insured person, is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof, occurs while you are insured under this policy which is in force and is the direct cause of the loss.

<u>ACCIDENTAL BODILY INJURY</u> means bodily injury which is accidental, the direct cause of a loss and occurs while you are insured under this policy, which is in force. Accidental bodily injury does not include conditions caused by repetitive motion injuries or cumulative trauma not a result of an accident, including, but not limited to Osgood-Schlatter's Disease, bursitis, Chondromalacia, shin splints, stress fractures, tendinitis, and Carpal Tunnel Syndrome.

<u>ACCOUNT</u> means credit card accounts, debit card accounts, central bill accounts, checking accounts and savings accounts as set forth in the policy.

<u>BENEFIT AMOUNT</u> means the amount which applies to you at the time the entire cost of the fare is charged to your account during the policy period, and for the applicable hazard.

<u>CARDMEMBER</u> means an individual who is named on the account card issued by the policyholder.

<u>COMMON CARRIER</u> means any motorized land, water or air conveyance, operated by an organization other than the policyholder, organized and licensed for the transportation of passengers for hire and operated by an employee or an individual under contract. Does not include sight seeing tours or any conveyance used for recreational activities.

<u>COMMON CARRIER COVERED TRIP</u> means travel on a common carrier when the full fare for such transportation, less any redeemable frequent flyer miles, coupons or certificates, has been charged to the account issued by the policyholder. If frequent flyer miles, coupons or certificates are redeemed, a charge of at least \$1.00, or the full amount due for the trip, whichever is greater, must be charged to the account for travel to be considered a common carrier covered trip.

COMMUTATION means travel between your residence and regular place of employment.

<u>COMPANY</u> means Federal Insurance Company.

<u>CONVEYANCE</u> means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction.

<u>COURTESY TRANSPORTATION</u> means transportation provided without a specific charge by a rental car agency, airport or hotel which transports you from the airport or station to the rental car agency or hotel or from the rental car agency or hotel to the airport or station.

<u>COVERED LOSS</u> means accidental bodily injury or loss of life or sickness of you, your traveling companion or an immediate family member of you or your traveling companion; inclement weather which prevents traveling or continuing on a covered trip; change in you or your spouse's military orders; terrorist action or hijacking; call to jury duty or subpoena by the courts, either of which cannot be postponed or waived; you or your traveling companion's dwelling made uninhabitable; quarantine imposed by a physician for health reasons; and which occurs while you are insured under the policy.

<u>COVERED TRIP</u> means any pre-paid tour, trip or vacation: 1) occurring while the insurance is in-force; 2) which includes as least one overnight stay away from the insured person's primary residence; 3) with a destination that is more than one hundred (100) miles from the insured person's primary residence; and 4) not exceeding sixty (60) days in duration.

<u>DEPENDENT CHILD</u> means the primary insured person's unmarried child from the moment of birth, including a natural child, grandchild, stepchild or adopted child from the date of placement with the primary insured person. The dependent child must be primarily dependent on the primary insured person for maintenance and support, under the age of 19, under the age of 25 if enrolled as a full-time student at an institution of higher learning or classified as an incapacitated dependent child.

<u>DOMESTIC PARTNER</u> means a person designated in writing by the primary insured person who is registered as a domestic partner or legal equivalent under the laws of the governing jurisdiction or who is at least 18 years of age and competent to enter into a contract; is not related to the primary insured person by blood; has exclusively lived with the primary insured person for at least 12 consecutive months prior to the date of enrollment; is not legally married or separated and as of the date of enrollment has with the primary insured person at least 2 of the following financial arrangements: a joint mortgage or lease, a joint bank account, joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease or a joint credit card account with a financial institution. Neither the primary insured person or domestic partner can be married to, nor in a civil union with, anyone else.

<u>HOSPITAL</u> means a public or private institution which is licensed in accordance with the laws of the jurisdiction where it is located; is accredited by the Joint Commission on Accreditation of Hospitals; operates for the reception, care and treatment of sick, ailing or injured persons as in-patients; provides organized facilities for diagnosis and medical or surgical treatment; provides 24 hour nursing care; has a physician or staff of physicians; is not primarily a day clinic, rest or



convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.

<u>IMMEDIATE FAMILY MEMBER</u> means the insured person's spouse or domestic partner; children including adopted children or step-children; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces and nephews. Immediate Family member also means a spouse's or domestic partner's children, including adopted children or stepchildren; legal guardians or wards; siblings or wards; siblings or grandchildren; aunts or uncles; nieces and nephews. Immediate Family member also means a spouse's or domestic partner's children, including adopted children or stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews.

<u>INCAPACITATED DEPENDENT CHILD</u> means a child who as a result of being mentally or physically challenged, is permanently incapable of self-support and permanently dependent on the primary insured person for support and maintenance. The incapacity must have occurred while the child was under the age of 19, or under the age of 25 if enrolled as a full-time student at an institution of higher learning.

INSTITUTION OF HIGHER LEARNING means any accredited public or private college, university, professional trade or vocational school beyond the twelfth (12<sup>th</sup>) grade.

<u>INSURED PERSON</u> means a person qualifying as a class member, as listed in the policy, who elects insurance or for whom insurance is elected and on whose behalf premium is paid.

LOSS means accidental loss of foot, loss of hand, loss of hearing, loss of life, loss of sight, loss of sight of one eye, loss of speech, loss of thumb and index finger. Loss must occur within one year after the accident.

<u>LOSS OF FOOT</u> means the complete severance of a foot through or above the ankle joint. We will consider such severance a loss of foot even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional benefit amount for such amputation.

LOSS OF HAND means a complete severance, as determined by a physician, of at least 4 fingers at or above the metacarpal phalangeal joint on the same hand or at least 3 fingers and the thumb on the same hand. We will consider such severance a loss of hand even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then we will not pay an additional benefit amount for such amputation.

LOSS OF HEARING means permanent, irrecoverable and total deafness, as determined by a physician, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a physician.

LOSS OF LIFE means death, including clinical death, as determined by the local governing medical authority where such death occurs within 365 days after an Accident

LOSS OF PROPERTY means trip delay which occurs while you are insured under this policy which is in force.

LOSS OF SIGHT means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a physician.

LOSS OF SIGHT OF ONE EYE means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device as determined by a physician.

LOSS OF SPEECH means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a physician.

LOSS OF THUMB AND INDEX FINGER means complete severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a physician. We will consider such severance a loss of thumb and index finger even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then we will not pay an additional benefit amount for such amputation.

<u>NATURAL DISASTER</u> means an event, including but not limited to wind storm, rain, snow, sleet, hail, lightning, dust or sand storm, earthquake, tornado, flood, volcanic eruption, wildfire or other similar event that is due to natural causes and results in severe damage such that the area in which loss occurs is declared a disaster by a competent governmental authority having jurisdiction.

<u>PHYSICIAN</u> means a licensed practitioner of the healing arts acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. Physician does not include you, an immediate family member, your employer or business partner or the policyholder.

PRINCIPAL SUM means the amount of insurance applicable to each class.

<u>PROOF OF LOSS</u> means written evidence acceptable to us that an accident, accidental bodily injury or loss has occurred. <u>SICKNESS</u> means illness or disease which occurs during the covered trip and is the direct and independent cause of a covered loss for which a claim is made, requires the attendance of a physician prior to the cancellation or interruption of a covered trip or requires confinement to a hospital.



<u>SPECIALIZED AVIATION ACTIVITY</u> means use of a properly certified aircraft certified for the following: any flight on a rocket propelled or rocket launched aircraft. It shall also include any flight which requires a special permit or waiver from a governmental authority having jurisdiction over civil aviation, whether or not such permit or waiver is granted.

<u>SPOUSE</u> means your husband or wife who is recognized as such by the laws of the jurisdiction in which the primary insured person resides.

TRAVELING COMPANION means an individual who has made advanced arrangements with you to travel together for all or part of the covered trip.

TRIP DELAY means delay pf the covered person's covered trip for at least twelve (12) hours.

<u>WAR</u> means hostilities following a formal declaration of war by a governmental authority; in the absence of a formal declaration of war by a governmental authority, armed, open and continuous hostilities between two countries or armed, open and continuous hostilities between two factions, each in control of territory or claiming jurisdiction over the geographic area of hostility.

WE, US AND OUR means Federal Insurance Company.

EXCLUSIONS: This insurance does not cover loss resulting from: **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, or medical or surgical treatment or diagnosis thereof; **participation** in military action while in active military service; **suicide**, attempted suicide or intentionally self-inflicted injuries; **declared** or undeclared war.

ADDITIONAL EXCLUSIONS: This insurance also does not apply to an accident resulting from: being in, entering or exiting any aircraft owned, leased or operated by the Policyholder, or operated by an employee of the Policyholder, on the Policyholder's behalf; entering, or exiting 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; the commission or attempted commission of any illegal act including but not limited to any felony; participation in parachute jumping from an aircraft; participation in specialized aviation activities. This insurance does not apply to any accident when the United States of America has imposed any trade or economic sanctions prohibiting insurance of any accident or when there is any other legal prohibition against providing insurance for any accident.

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. Notice must include enough information to identify you and the policyholder.

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: For claims involving disability, complete proof of loss must be given to us within 30 days after commencement of the period for which the Company is liable. Subsequent written proof of the continuance of such disability must be given to the Company at intervals we may reasonably require. For all other claims, 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 benefits payable involving disability, the Company will pay you the applicable benefit amount no less frequently than monthly during the period for which the company is liable, subject to our receipt of complete proof of loss. For all other 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: Your insurance becomes effective on the latest of: the effective date of this policy, the date on which you first meet the eligibility criteria as the Insured Person or the beginning of the period for which required premium is paid for you. Insurance for you automatically terminates on the earliest of: the termination date of this policy, the expiration of



the period for which required premium has been paid for you, the date on which you no longer meets the eligibility criteria as the Insured Person or the date on which the Company pays out 100% of the principal sum.

Answers to specific questions can be obtained by contacting the Plan Administrator. To contact the Plan Administrator, please call the phone number listed on the back of your credit card.

To make a claim, or if you have questions related to a claim, please contact the Claims Administrator: Broadspire, a Crawford Company, P.O. Box 792190, San Antonio, TX 78279-2190, phone (855) 830-3719, fax (855) 830-3728

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained In the Master Policy #9908-01-84, which can be obtained from the Policyholder: Industrial and Commercial Bank of China (USA) NA.





## \$25,000

### **RHODE ISLAND**

### EXCESS AUTOMATIC COLLISION DAMAGE REIMBURSEMENT

Provided to

ICBC Preferred UnionPay Gold Card Cardmembers

# AT NO EXTRA COST

Keep this coverage description for your records

44-10-0359-RI (Ed. 8/95)

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### SUMMARY OF COVERAGE

### THE PLAN

As an eligible Insured\* you are eligible to receive reimbursement for repair or replacement of a Rented Automobile\*\*\*, as a result of Collision Damage\*\* to a Rented Automobile. Reimbursement will be on an Actual Cash Value\*\*\*\* basis for loss which the Insured is responsible, when the loss occurs anywhere in the world. This coverage applies provided the entire rental fee for the Rented Automobile has been charged or debited to your Account; and, provided you have rejected, at the time of rental, any waiver of liability for Collision Damage available from the Rental Agency\*\*\*\*.

Insured means Cardholders, Cardmembers and Account holders of the Policyholder. Cardholder means an individual who has been issued an Account card by the Policyholder. Cardmember means any authorized primary or additional card user who has been issued an Account card by the Policyholder. Accountholder means any individual who has an open and active Account with the Policyholder.

Collision damage means the direct and accidental damage to a Rented Automobile caused by upset or collision with another object. Collision Damage does not include loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion.

\*\*\* Rented Automobile means a four-wheeled private passenger type motor vehicle or a mini-van manufactured and designed to transport a maximum of seven passengers and used exclusively to carry passengers. A Rented Automobile must be designed for travel on public roads and rented from a licensed rental company. Off-road, antique or limited edition vehicles are excluded, as are trucks, recreational vehicles, campers, pick-up trucks and mini-buses.

- \*\*\*\* Actual Cash Value means the cost to repair or replace the Rented Automobile at the time of loss, less depreciation.
- \*\*\*\*\* Rental Agency means a commercial automobile rental company under the laws of the applicable jurisdiction.



### ELIGIBILITY

This Collision Damage reimbursement is provided to you, as an Insured, automatically when the entire rental fee for the Rented Automobile is charged or debited to your Account. It is not necessary for you to notify the Insurance Company or Plan Administrator at the time the rental fee is charged or debited to your Account.

#### THE COST

This coverage is provided at no additional cost to eligible Insureds under the master policy issued to BankNewport, as Trustee for G.A.R.D Trust for the account of: China UnionPay USA by Federal Insurance Company (the Company).

### **AMOUNT OF INSURANCE**

The Company's liability will be for a maximum reimbursement of \$25,000. From the amount of reimbursement due the Insured, the amount of any valid and collectible insurance or the deductible amount of \$0, whichever is greater, will be deducted. In no event will the Company be liable beyond the amounts actually paid by the Insured.

### EXCLUSIONS

Coverage does not apply to loss resulting from the following:

- \* Any dishonest, fraudulent or criminal act of the Insured.
- \* Forgery by the Insured.
- \* Loss due to war or confiscation by authorities.
- \* Loss due to nuclear reaction or radioactive contamination.

\* The Insured being intoxicated, as defined by the laws of the jurisdiction where the loss occurred or under the influence of any narcotic unless prescribed by a physician.

\* Intentional damage to the Rented Automobile by the Insured.

\* Damage which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure.

- \* Damage to tires unless the loss be coincident with a covered loss.
- \* Use of the Rented Automobile to carry passengers and property for hire.
- \* Use of the Rented Automobile in tests, races or contests.

\* Use of the Rented Automobile by a person other than the one authorized to operate the Rented Automobile by the terms of the Rental Agreement.

\* The Rented Automobile being operated or located in any territory prohibited by the terms of the Rental Agreement.

\* Loss of use of the Rented Automobile.

This insurance does not apply to any accident when the United States of America has imposed any trade or economic sanctions prohibiting insurance of any accident or when there is any other legal prohibition against providing insurance for any accident.

### EFFECTIVE DATE

This plan is effective 07/15/2016 and will cease on the date the master policy terminates (in which case you will be notified by the Policyholder), or on the date you no longer qualify as an eligible Insured, or on the expiration date of the applicable period of coverage for the Insured, whichever occurs last.



The coverage period will not exceed thirty-one (31) consecutive days, or fortyfive (45) consecutive days if the Insured is an employee of an organization which has provided an Account card to the Insured for business use.

#### MISREPRESENTATION AND FRAUD

Coverage of the Insured will be void if, at any time, the Insured has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or the interest of the Insured herein, or in case of any fraud or false swearing by the Insured relating thereto.

Coverage for an Insured will be void if, whether before or after a loss, the Policyholder or its subscribing organization(s) has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or the interest of the Insured therein, or in case of any fraud or false swearing by the Policyholder or its subscribing organization(s) relating hereto.

### CLAIM PROCEDURE

The Insured must send the Company written notice of a claim, including the Insured's name and policy number, within 45 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. To file a sworn Proof of Loss, the Insured must send the following information to the Company or its authorized representative:

\* A copy of the Account statement showing the automobile rental transaction.

- \* A copy of the automobile rental agreement.
- \* A copy of the police report.

\* A copy of the initial claim report submitted to the automobile Rental Agency.

\* A copy of the paid claim presented by the automobile Rental Agency for the Collision Damage for which the Insured is responsible.

\* Proof of submission of the loss to and the results of any settlement or denial by the applicable insurance carrier(s).

\* If no other insurance is applicable, a notarized statement from the Insured to that effect.

### FOR INSUREDS WHO ARE NEW YORK STATE RESIDENTS:

To the extent that his plan provides insurance against damage to a rented motor vehicle, the following terms and conditions apply: (1) The period of insurance coverage will not exceed thirty-one (31) consecutive days, or forty-five (45) consecutive days if the Insured is an employee of an organization which has provided the Account Card to the Insured for business use; (2) The insurance provided by this plan will be excess over any other valid and collectible insurance covering the rented motor vehicle. However, the insurance provided under this plan may be primary if specifically provided for under the terms of this plan and if the following criteria is met: (a) The motor vehicle is rented for use outside the United States, its territories and possessions; or (b) The Insured is an employee of an organization which has provided the Account Card to the Insured for business use; and (c) The motor vehicle is rented without a driver.



#### FOR INSUREDS WHO ARE RHODE ISLAND RESIDENTS:

Service of claim or suit may be made directly on the Company at the following address:

Federal Insurance Company 202 Hall's Mill Road Post Office Box 1600 Whitehouse Station, New Jersey 08889-1600

As a handy reference guide, please read this document and keep it in a safe place with your other insurance documents. This Summary of Coverage is not a contract of Insurance but is simply an informative statement to eligible Insureds of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of insurance are contained in the master policy #9908-01-85 on file with Industrial and Commercial Bank of China (USA) NA, herein referred to as the Policyholder. If a statement in this Summary of Coverage and any provision in the policy differ, the policy will govern.

Answers to specific questions can be obtained by contacting the Plan Administrator. To contact the Plan Administrator, please call the phone number listed on the back of your credit card.

To make a claim, or if you have questions related to a claim, please contact the Claims Administrator: Broadspire, a Crawford Company, P.O. Box 792190, San Antonio, TX 78279-2190, phone (855) 830-3719, fax (855) 830-3728

PLAN UNDERWRITTEN BY Federal Insurance Company a Chubb Company 202 Hall's Mill Road, P.O. Box 1600 Whitehouse Station, New Jersey 08889-1600

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