

## Guide to Benefits for Mastercard® Cardholders

### Extended Warranty – One Year Benefit

#### Key Terms

Throughout this document, you and your refer to a Cardholder. We, us, and our refer to New Hampshire Insurance Company, an AIG Company, New York, NY.

**Account Holder** means a person to whom an Eligible Account is issued and who holds the Eligible Account under his or her name.

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

**Authorized User** means an individual who is recorded as an Authorized User of an Eligible Account by the Account Holder and who is authorized by the Account Holder to make payments to the Eligible Account.

**Cardholder** means the Account Holder or Authorized User of an Eligible Account in good standing who is a U.S. citizen or a legal resident of the U.S. or a U.S. territory, including the District of Columbia, American Samoa, Puerto Rico, Guam, the U.S. Virgin Islands, and the Northern Mariana Islands.

**Covered Card** means the Mastercard card linked to your Eligible Account.

**Covered Purchase** means an item that you purchase entirely with your Covered Card.

**Eligible Account** means the account associated with a U.S. issued credit card, debit card, checking account, line of credit, certificate of deposit, or other account that is eligible for coverage under the Group Policy.

**Evidence of Coverage (EOC)** means the summary of benefits set forth below which describe the terms, conditions, limitations and exclusions of the coverage provided to you at no additional charge under the Group Policy. Representations or promises made by anyone that are not contained in the Group Policy are not a part of your coverage. In the event the EOC, Key Terms, or Legal Disclosures of this Guide to Benefits conflict with the provisions of the Group Policy, the terms of the Group Policy govern your coverage.

**Group Policy** means the Extended Warranty Insurance Policy entered between New Hampshire Insurance Company, an AIG Company, and Mastercard Insurance Master Trust, which is the subject of this Guide to Benefits.

**Manufacturer's Warranty** means an original, written, U.S. Manufacturer's Warranty of one year or less on an item or product.

**Store Warranty** means a U.S. Store Warranty or assembler warranty of one year or less on a store-brand item or product.

**Purchased Warranty** means a separate service contract or optional extended warranty purchased on an item or product.

#### Evidence of Coverage

Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear capitalized. This EOC is subject to the Legal Disclosures set forth below.

##### A. To get coverage:

- You must purchase the Covered Purchase entirely with your Covered Card or in combination with your Covered Card and accumulated points from your Covered Card for yourself or to give as a gift. Coverage only extends to losses incurred by a person other than you if you gift the Covered Purchase to that person and that person adheres to the terms and conditions of this program.
- The item must have an original Manufacturer's Warranty or Store Warranty of twelve (12) months or less.
- Your coverage terminates on any of the following dates: The date you no longer qualify as a Cardholder; the date your participating organization determines that your Covered Card is ineligible; the date your participating organization ceases to pay premium on the Group Policy; the date your participating organization ceases to participate in the Group Policy; or the date the Group Policy is terminated.

## B. The kind of coverage you receive:

- Extended Warranty doubles the time period of your Covered Purchase's original Manufacturer's Warranty or Store Warranty up to a maximum of twelve (12) months following the day that the Manufacturer's Warranty or Store Warranty expires.
- If you purchase a Purchased Warranty of twelve (12) months or less on a Covered Purchase with an original Manufacturer's Warranty (or Store Warranty), this coverage doubles the time period of the Covered Purchase's original Manufacturer's Warranty (or Store Warranty) up to an additional twelve (12) months following the day that the original Manufacturer's Warranty (or Store Warranty) and the Purchased Warranty's coverage periods end.

## C. Coverage limitations:

- The maximum benefit for repair or replacement shall not exceed the lesser of the following per claim: (1) The actual purchase amount charged on your Covered Card, less shipping and handling fees; (2) the actual cost of repair; (3) the actual cost of replacement with an item of like kind and quality; or (4) \$10,000.
- If the Covered Purchase's original Manufacturer's Warranty or Store Warranty covers more than twelve (12) months, this benefit will not apply.
- We or our Administrator will decide if a Covered Purchase will be repaired or replaced, or whether you will be reimbursed up to the maximum benefit amount for the item. Only valid and reasonable repairs made at a certified repair facility are covered. Items will be replaced with those of like kind and quality. However, we cannot guarantee to match exact color, material, brand, size, or model.
- Coverage is secondary to and in excess of any other applicable insurance or indemnity available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This non-contribution clause will take precedence over a similar clause found in other insurance or indemnity language.

## D. What is NOT covered:

- Used items, antiques, or collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a Manufacturer's Warranty or Store Warranty (repair or replacement amount will not include market value at time of claim).
- Recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Product guarantees or "satisfaction guaranteed" items.
- Floor models that do not come with an original Manufacturer's Warranty or Store Warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, and their motors, equipment, and accessories, including trailers and other items that can be towed by or attached to any motorized vehicle. Parts, if purchased separately, may be covered.
- Land, any buildings (including, but not limited to, homes, and dwellings), permanently installed items, fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, perishables, and limited-life items (such as rechargeable batteries).
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods or property); professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals.
- Application programs, operating software, and other software.
- All types of media with stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, film and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the Manufacturer's Warranty or Store Warranty.

- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Mechanical failure arising from product recalls.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Loss resulting from war or hostilities of any kind (including but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband, illegal activity, or acts.
- Items purchased for resale, professional, or commercial use.
- Mechanical failures caused by lack of maintenance/service.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Physical damage to the item.
- Any exclusion listed in the original Manufacturer's Warranty or Store Warranty.
- Losses due to your intentional acts.
- The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any computer system or electronic data within a Covered Purchase as a result of unauthorized access or unauthorized use of such system or data, a denial of service attack or receipt or transmission of malicious code. Computer system means any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information. Electronic data means any data stored on a computer system.

In addition, we shall not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit under the Group Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, our parent company, or its ultimate controlling entity to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union or the United States of America.

## E. How to file a claim:

- Visit [www.mycardbenefits.com](http://www.mycardbenefits.com) or call 1-800-Mastercard to open a claim. You must report the claim within sixty (60) days of the failure, or as soon as reasonably possible, or the claim may not be honored.
- Submit written proof of loss within one hundred and eighty (180) days from the date of failure or the claim may not be honored. Required documentation may include but is not limited to the following:
  - o Receipt showing covered item(s).
  - o Statement showing covered item(s).
  - o Itemized purchase receipt(s).
  - o Original Manufacturer's Warranty or Store Warranty.
  - o Service contract or optional extended warranty, if applicable.
  - o Itemized repair estimate from a certified repair facility or service provider.
  - o Any other documentation that may be reasonably requested by us or our Administrator to validate a claim.

## Legal Disclosure

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

Benefits are provided to you, the Cardholder, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility.

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

**Effective date of benefits:** This Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time.

Notice will be provided for any changes.

**Cancellation:** The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all Covered Cards. If the Policyholder cancels these benefits, you will be notified in advance. If we terminate, cancel, or choose not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any eligible coverage that attaches prior to the date of such termination, cancellation, or non-renewal, subject to the terms and conditions of coverage.

**Benefits to you:** These benefits apply only to U.S. issued Covered Cards. No person or entity other than you 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:** The Group Policy is not assignable, but the benefits may be assigned.

**Intentional Misrepresentation and Fraud:** If any request for benefits made under the Group Policy is determined to be fraudulent, or if any fraudulent means or devices are used by you or anyone qualifying as an insured to obtain benefits under the Group Policy, all benefits will be forfeited. No coverage is provided if you or anyone qualifying as an insured does the following: (1) Conceals or misrepresents any fact upon which we rely, if the concealment or misrepresentation is material and is made with the intent to deceive; or (2) conceals or misrepresents any fact that contributes to the loss.

**Due Diligence:** You must exercise or perform all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances to avoid, diminish, or reduce any loss or damage insured under the Group Policy.

**Legal Action:** No action at law or in equity may be brought to recover under the Group Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Guide to Benefits. No such action may be brought after the expiration of three (3) years from the time written proof of loss is required to be furnished.

**Subrogation:** If payment is made under these benefits, we are entitled to recover such amounts, to the extent of our payments, from other parties or persons. Any party or person who receives payment under these benefits must transfer to us 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.

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

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

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the Group Policy, the Group Policy shall control. Provision of services is subject to availability and applicable legal restrictions.

**Washington Residents:** For Washington residents only, Evidence of Coverage (EOC) means the section of this Guide to Benefits that describes the terms, conditions, and exclusions of your coverage. The EOC, Key Terms, and Legal Disclosures are the entire agreement between you and us. Representations or promises made by anyone that are not contained in the EOC, Key Terms, or Legal Disclosures are not part of your coverage. In case of a conflict between this Guide to Benefits and the Group Policy, the Guide to Benefits shall control.

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