

Guide to Benefits for Mastercard® Cardholders

Identity Fraud Expense Reimbursement

Key Terms

Throughout this document, you and your refer to the 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 may be reached by phone at 1-800-Mastercard.

Authorized User means a person who is recorded as an Authorized User of an Eligible Account by the Account Holder and 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.

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

Eligible Person means a Cardholder and his or her spouse and children up to age 18 (or up to age 26 if a full-time student enrolled in an accredited institution).

Evidence of Coverage (EOC) means the summary of benefits set forth below which describes 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 Identity Theft 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.

Stolen Identity Event means the theft, unauthorized, or illegal use of an Eligible Person's name, Eligible Account, Covered Card, social security number, or any other method of identifying the Eligible Person.

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. The kind of coverage you receive:

We will reimburse an Eligible Person for covered expenses incurred as a result of a Stolen Identity Event (including a Stolen Identity Event occurring on or arising out of the use of the internet). Covered expenses include the following:

- Costs for re-filing applications for loans, grants, or other credit or debt instruments that are rejected solely because the lender received, from any source, incorrect information as a result of a Stolen Identity Event.
- Costs for notarizing affidavits or other similar documents, long-distance telephone calls, and postage reasonably incurred as a result of reporting a Stolen Identity Event or amending or rectifying records as to the Eligible Person's true name or identity as a result of a Stolen Identity Event.
- Costs incurred for a maximum of four (4) credit reports requested after the discovery of a Stolen Identity Event.
- Costs for contesting the accuracy or completeness of any information contained in a credit report following a Stolen Identity Event.

- Actual lost wages for time taken from work solely as a result of the Eligible Person's efforts to amend or rectify records as to his or her true name or identity because of a Stolen Identity Event. Actual lost wages include remuneration for vacation days, discretionary days, floating holidays, and personal days. Actual lost wages do not include remuneration for sick days or any cost for time taken from self-employment.
- Reasonable fees for an attorney appointed by us and related court fees incurred with our consent for any legal action brought against the Eligible Person by a creditor or collection agency for the nonpayment of goods or services or the default on a loan as a result of a Stolen Identity Event.
- Reasonable fees for an attorney appointed by us and related court fees incurred with our consent for removing any civil judgment wrongfully entered against the Eligible Person as a result of the Stolen Identity Event.

An Eligible Person's coverage terminates on any of the following dates: (1) The date the Eligible Person no longer qualifies as an Eligible Person; (2) the date your Covered Card is determined ineligible by the participating organization; (3) the date the participating organization ceases to pay premium on the Group Policy; (4) the date the participating organization ceases to participate in the Group Policy; or (5) the date the Group Policy is terminated.

B. Coverage limitations:

Coverage is limited to covered expenses, up to \$1,000 per claim, as a result of a Stolen Identity Event.

Coverage is secondary to and in excess of any amount available to the Eligible Person from any third party, including any applicable insurance. Coverage is limited to only those amounts not covered by any other insurance or indemnity, subject to any limits set forth herein. 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.

C. Where you're covered:

Coverage applies only to covered expenses incurred in the United States, its territories or possessions, Puerto Rico or Canada.

D. What is NOT covered:

- Any intentional, dishonest, criminal, malicious or fraudulent acts, if the Eligible Person personally participated in, directed, or had knowledge of such acts, Stolen Identity Event, or unauthorized use of the Covered Card.
- Any theft or unauthorized use of a Covered Card by a person who is not an Eligible Person to whom an Eligible Person entrusted the Covered Card.
- The Eligible Person's failure to comply with the terms and conditions of the Covered Card.
- Damages or losses arising out of any business pursuits, loss of profits, business interruption, loss of business information, or other pecuniary loss.
- Damages or losses arising from the theft or unauthorized or illegal use of the Eligible Person's business name, d/b/a/ or any other method of identifying the Eligible Person's business activity.
- Any lost wages due to sickness or emotional breakdown.
- Damages or losses of any type for which the financial institution is legally liable.
- Damages or losses of any type resulting from fraudulent charges or withdrawal of cash from a debit or credit card.
- Damages or loss of any type resulting from fraudulent withdrawals from financial accounts.
- Indirect or direct damages or losses of any nature, whether in tort or contract or based on any other theory of liability, in any civil action or other legal proceeding arising from or related to a Stolen Identity Event.
- Losses that were incurred or commenced prior to this coverage being provided to the Eligible Person.
- Any loss that is not a direct result of a Stolen Identity Event.

- Authorized charges that the Eligible Person has disputed based on the quality of goods or services.
- Authorized account transactions or trades that the Eligible Person has disputed, or is disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions.

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:

- Contact 1-800-Mastercard or go to www.mycardbenefits.com to open a claim and follow our instructions. The Eligible Person must notify our Administrator of the Stolen Identity Event no later than sixty (60) days from the date of discovery and provide us with detailed information about the loss, including how, when, and where the Stolen Identity Event occurred, and a description of the property, if applicable.
- The Eligible Person must also do the following:
 - o Promptly file a police report if the Eligible Person reasonably believes that a law may have been broken.
 - o Promptly notify the appropriate governmental or business entities as instructed by us, including contacting all major credit bureaus (Experian, Equifax, TransUnion, etc.) immediately after discovery of the Stolen Identity Event to place a fraud alert on the Eligible Person's credit report and filing a complaint with the Federal Trade Commission (FTC), as applicable.
 - o Take all reasonable steps to mitigate possible losses regarding the Stolen Identity Event, including cancellation of effected Covered Cards and requesting a waiver of any applicable fees.
 - o Cooperate with us and help us to enforce any legal rights that the Eligible Person may have against anyone who may be liable to the Eligible Person as a result of the Stolen Identity Event.
 - o Permit us to question him or her under oath at such times as may be reasonably required about any matter relating to the Eligible Person's loss or this coverage, including inspection of the Eligible Person's books and records, and provide us with signed answers.
 - o Cooperate with us in the investigation of any loss; authorize us to obtain necessary records and other information; immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the loss; and attend depositions, hearings and trials, secure and give evidence, and use reasonable efforts to obtain the attendance of witnesses with regard to any legal matter.
- The Eligible Person must send us a signed, sworn proof of loss, or an affidavit containing requested information to investigate the loss, within 180 days after we request such information. We will supply the Eligible Person with necessary forms. Required documentation may include the following:
 - o Proof that a fraud alert was placed with each major credit bureau (Experian, Equifax, TransUnion, etc.) immediately after discovery of the Stolen Identity Event.
 - o Copy of any filed police report.
 - o Proof of any settlements or denials from credit card companies, banks, creditors, collection agencies, etc. concerning the Stolen Identity Event.
 - o Copy of any complaint filed with the FTC.
 - o Copies of all receipts, bills or other records that support the claim.
 - o Any other documentation that may be reasonably requested by us to validate a claim.

- If the Eligible Person seeks reimbursement for actual lost wages, the Eligible Person must provide sufficient proof of the lost wages, the activity that necessitates the lost wages, and any other reasonable information or documentation regarding the lost wages that we may request.
- If the Eligible Person admits any liability with respect to a Stolen Identity Event, it shall be at his or her own expense.
- All benefits payable will be paid to the Eligible Person or in the case of death, to the Eligible Person's estate.

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 the Eligible Person 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 Covered Card is suspended or cancelled, subject to the terms and conditions of coverage.

Legal Actions: No action at law or in equity may be brought to recover under the Group Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Group Policy. 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.

Transfer of rights or benefits: The insurance provided hereunder is not assignable.

Fraud & Intentional Misrepresentation: 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: An Eligible Person must exercise or perform all vigilant activity, attentiveness, and care that would be exercised or performed 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.

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 for the portion of the claim paid by us and must do everything necessary to secure these rights and must not do anything that would jeopardize them.

Other Limitations: 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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