Guide to Benefits for Mastercard® Cardholders

Cellular Wireless Telephone Protection – Consumer

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 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.

Covered Card means the Mastercard card linked to your eligible account.

Eligible Account means the account associated with the cardholder's 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 Cellular Wireless Telephones means the cellular telephones associated with the primary line and additional or supplemental lines on the eligible person's monthly billing statement from a cellular provider for the billing cycle preceding the month in which the theft or damage occurred.

Eligible Person means a cardholder who charges his or her monthly bill for an eligible cellular wireless telephone to his or her covered card. No person or entity other than the eligible person(s) described shall have any legal or equitable right, remedy or claim for the insurance proceeds arising out of this coverage.

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 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 Cellular Protection 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.

Mysteriously Disappear means the vanishing of an item in an unexplained manner where there is absence of evidence of a wrongful act by a person or persons.

Stolen means taken by force and/or under duress or a loss which involves the disappearance of an eligible cellular wireless telephone from a known place under circumstances that would indicate the probability of theft and for which a police report was filed within forty-eight hours of the theft.

Evidence of Coverage

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

A. To get coverage:

You must charge your monthly **eligible cellular wireless telephone** bill to your **covered card**. You are eligible for coverage the first day of the calendar month following the payment of your eligible cellular wireless telephone bill to your covered card. If you pay an eligible cellular wireless telephone bill with your covered card and fail to pay a subsequent bill to your covered card in a particular month, your coverage period changes as follows:

1. Your coverage is suspended beginning the first day of the calendar month following the month of nonpayment to your covered card; and

2. Your coverage resumes on the first day of the calendar month following the date of any future payment of your eligible cellular wireless telephone bill with your covered card.

B. The kind of coverage you receive:

- Reimbursement for the actual cost to replace or repair a **stolen** or damaged eligible cellular wireless telephone.
- Coverage ends on the earliest of: The date you no longer are a **cardholder**; the date the covered card is determined to be ineligible by the participating organization; the date the participating organization ceases to pay premium on the **group policy**; the date the participating organization ceases to participate in the group policy; the date the group policy is terminated.

C. Coverage limitations:

Coverage for a stolen or damaged eligible cellular wireless telephone is subject to the terms, conditions, exclusions, and limits of liability of this benefit. The maximum liability is [Insert $ per claim amount, for example "$200"] per claim, and [Insert $ per covered card per 12 month amount, for example "$300"] per covered card per 12 month period. Each claim is subject to a [Insert $ per claim deductible, for example "$50"] deductible. Coverage is limited to two (2) claims per covered card per 12 month period.

Coverage is excess of any other applicable insurance or indemnity available to you. Coverage is limited only to those amounts not covered by any other insurance or indemnity. 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:

The following items are excluded from coverage under the group policy:

- Eligible cellular wireless telephone accessories other than the standard battery and standard antenna provided by the manufacturer;
- Eligible cellular wireless telephones purchased for resale or for professional or commercial use;
- Eligible cellular wireless telephones that are lost or **mysteriously disappear;**
- Eligible cellular wireless telephones under the care and control of a common carrier, including, but not limited to, the U.S. Postal Service, airplanes or delivery service;
- Eligible cellular wireless telephones stolen from baggage unless hand-carried and under the **eligible person's** supervision or under the supervision of the eligible person's traveling companion who is previously known to the eligible person;
- Eligible cellular wireless telephones stolen from a construction site;
- Eligible cellular wireless telephones which have been rented or leased from a person or company other than a cellular provider;
- Eligible cellular wireless telephones which have been borrowed;
- Eligible cellular wireless telephones that are received as part of a pre-paid plan;
- Cosmetic damage to the eligible cellular wireless telephone or damage that does not impact the eligible cellular wireless telephone's ability to make or receive phone calls (including minor screen cracks and fractures less than 2 inches in length that do not prevent the ability to make or receive phone calls or to use other features related to making or receiving phone calls);
- Damage or theft resulting from abuse, intentional acts, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion or insurrection), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects or vermin;
- Damage or theft resulting from mis-delivery or voluntary parting from the eligible cellular wireless telephone;
- Replacement eligible cellular wireless telephone(s) purchased from anyone other than a cellular service provider's retail or internet store that has the ability to initiate activation with the cellular service provider;
- Taxes, delivery or transportation charges or any fees associated with the service provided; and
- Losses covered under a warranty issued by a manufacturer, distributor or seller.

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:

- Call **1-800-Mastercard** or go to **www.mycardbenefits.com** to open a claim. You must report the claim within 90 days of the loss, or as soon as reasonably possible, or the claim may not be honored. Upon receipt of a notice of claim, we will provide you with the necessary instructions for filing proof of loss. Written proof of loss must be submitted to our **administrator** within 120 days of the loss or the claim may not be honored. Required documentation may include but is not limited to the following:
  - o Your card statement reflecting the monthly eligible cellular wireless telephone payments for the month preceding the date the eligible cellular wireless telephone was stolen or suffered damage;
  - o A copy of your current wireless service provider's billing statement;
  - o If a claim is due to damage, a copy of the repair estimate and photos of the damage;
  - o If the claim is due to theft, a copy of the police report filed within 48 hours of the theft; and
  - o Any other documentation or information reasonably requested by us to support the 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. 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: Effective July 1, 2019, 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 may cancel these benefits at any time or choose not to renew the insurance coverage for all cardholders. 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 **eligible accounts** issued in the United States. The United States is defined as the fifty U.S. states and the District of Columbia. 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 eligible 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 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 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 send the item to us for salvage at your expense. Failure to remit the requested item for salvage to us may result in denial of the claim.

Severability of Provisions: If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

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.

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 in 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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