



## Guide to Benefits for Mastercard® Cardholders

### Identity Fraud Expense Reimbursement

#### Key Terms

Throughout this document, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to New Hampshire Insurance Company, an AIG Company.

**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 authorized to make purchases on the covered card by the cardholder and is recorded by the Participating Organization on its records as being an authorized user.

**Cardholder** means the person who has been issued an account by the Participating Organization for the covered card.

**Covered Card** means the Mastercard card.

**Eligible Expense(s)** means reasonable and necessary attorney fees or court costs associated in removing any civil suit wrongful brought against you as a result of identity fraud or any suit brought against you by a creditor or collection agency or other entity for non-payment of goods and/or services as a result of identity fraud, actual U.S. wages lost due to time off relating to efforts in resolving your identity fraud issues, loan application fees, notarizing affidavits or other similar document cost, long distance telephone cost, and postage cost you may have incurred as a direct result of identity fraud.

**Evidence of Coverage (EOC)** means the document describing the terms, conditions, and exclusions. 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 a part of your coverage.

**Identity Fraud** means the use of your name, address, Social Security number (SSN), bank, or credit card account number, or other identifying information without your knowledge to commit fraud or deception.

**Loss** means the eligible expenses related to your identity fraud.

**United States Dollars (USD)** means the currency of the United States of America.

#### Evidence of Coverage

Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear in bold and Legal Disclosures.

##### A. The kind of coverage you receive:

We will reimburse you for **losses** you incur as a result of **identity fraud**.

Coverage is secondary to any other applicable insurance or coverage available to you. Coverage is limited to only those amounts not covered by any other insurance or coverage benefit.

##### B. Coverage limitations:

Coverage is limited to **eligible expenses**, up to **[Insert \$ per incident amount, for example "\$250"]** per claim, as a result of identity fraud.

##### C. Where you're covered:

Coverage applies only to losses arising out of an identity fraud occurring within any of the fifty (50) United States of America, Canada, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands.

##### D. What is NOT covered:

- An act of fraud, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you, or by any authorized representative of you, whether acting alone or in collusion with you or others.
- 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 your business name, d/b/a/ or any other method of identifying your 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.



## 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 accountholder, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

The insurance benefits are provided under a 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 can cancel these benefits at any time or choose not to renew the insurance coverage for all **cardholders**. If the Policyholder does cancel these benefits, you will be notified in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

**Benefits to you:** These benefits apply only to the cardholder whose cards are issued by U.S. financial institutions. The United States is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the cardholder 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:** No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim **administrator** for these benefits.

**Misrepresentation and Fraud:** Benefits shall be void if the cardholder has concealed or misrepresented any material facts concerning this coverage.

**Dispute Resolution – Arbitration:** This EOC requires binding arbitration if there is an unresolved dispute concerning this EOC (including the cost of, lack of, or actual repair or replacement arising from a **loss** or breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this EOC by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing the parties' positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, the disputing party must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. The parties will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by the parties. Unless otherwise agreed to by the parties, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration

- 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.
- Any incident involving a loss or potential loss not notified to the relevant police authority within seventy-two (72) hours from the date you had knowledge of the loss.
- Any costs due to delay in providing services, or damages resulting from any delay in services.
- Losses that were incurred or commenced prior to this coverage being provided to you.
- Fees or costs associated with the use of any investigative agencies or private investigators.
- Any loss that is not a direct result of identity fraud.
- Theft or damages of traveler's checks, tickets of any kind, negotiable instruments, cash or its equivalent, passports, or any documents.
- Authorized charges that you have disputed based on the quality of goods or services.
- Authorized account transactions or trades that you have disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions.

### E. What to do if you're a victim of identity fraud:

- Call **1-800-Mastercard** upon discovery of identity fraud to report the incident;
- Contact all major credit bureaus (Experian, Equifax, TransUnion, etc.) immediately after discovery of identity fraud to place a fraud alert on your credit report;
- File a police report in your local jurisdiction;
- File a complaint with the Federal Trade Commission (FTC). You may be requested to file a report with other agencies as necessary;
- Follow all procedures for recovery and reasonable requests for information and assistance at all institutions affected;
- Maintain a copy of all receipts, bills or other records that support your claim for an Identity Fraud Expense Reimbursement payment. These records shall be kept in such manner that can accurately determine the amount of any loss;
- Take any other reasonable steps available to protect your identity from any further fraudulent use.

### F. How to file a claim:

- Visit [www.mycardbenefits.com](http://www.mycardbenefits.com) or call **1-800-Mastercard** to open a claim. You must inform us or our **administrator** of an identity fraud case no later than sixty (60) days from the date of discovery.
- Submit the following documentation within one hundred and eighty (180) days after close of your identify fraud case or the claim may not be honored.
  - o Proof that a fraud alert was placed with each of the major credit bureaus (Experian, Equifax, TransUnion, etc.) immediately after discovery of identity fraud.
  - o Copy of a police report from your local jurisdiction.
  - o Copy of results of any settlement or denial from credit card companies, banks, creditors, collection agencies, etc. concerning your identity fraud claim.
  - o Copy of the complaint filed with the Federal Trade Commission (FTC).
  - o Copy of all receipts, bills or other records that support your claim for an Identity Fraud Expense Reimbursement payment.
  - o Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

Note: Identity Fraud Expense Reimbursement is not available to residents of the state of New York.



Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this EOC. The laws of the state of New York (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this EOC and all transactions contemplated by this EOC, including, without limitation, the validity, interpretation, construction, performance and enforcement of this EOC.

**Due Diligence:** All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

**Subrogation:** If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or cardholder who receives payment under these benefits must transfer to the insurance company 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, or these rights will be recovered from the cardholder.

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

**Other Insurance:** Coverage is secondary to and in excess of any other applicable insurance or indemnity available to You. 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 Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

**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 master insurance policies, or an issuer's, or the Mastercard actual offerings, such master policies or actual offering shall control. Provision of services is subject to availability and applicable legal restrictions.

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