

# Guide to Benefits for MasterCard® Cardholders

## Cellular Wireless Telephone Protection Coverage \$600/\$1,000/\$50



### 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.

**Damage** means items that can no longer perform the function they were intended to do in normal service due to broken parts, material or structural failures.

**Eligible Cellular Wireless Telephones** are the cellular telephones associated with the primary line and up to the first two secondary, additional or supplemental lines on the Eligible Person's cellular provider's monthly billing statement for the billing cycle preceding the month in which the theft or damage occurred.

**Eligible Person** means a person to whom an Eligible Account is issued from a Participating Organization who charges the monthly bill for an Eligible Cellular Wireless Telephone to an Eligible Account. 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 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.

**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 items that are taken by force and/or under duress or a loss which involves the disappearance of 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.

**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. To get coverage:

You must charge your monthly cellular telephone bill with your **covered card**. You are eligible for coverage the first day of the calendar month following the payment of your cellular telephone bill with your **covered card**.

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

- Reimbursement for damage or theft of Eligible Cellular Telephone.
- Coverage begins the first day of the calendar month following the payment of your monthly cellular telephone bill.
- Coverage ends the first day of the calendar month following nonpayment of your monthly cellular telephone bill.

- Coverage is excess of any other applicable insurance or indemnity the **Eligible Person** may have.

**C. Coverage limitations:** Coverage is limited to damage or theft up to \$600 per claim subject to the terms, conditions, exclusions, and limits of liability of this benefit as well as the fifty dollar (\$50) deductible. The maximum liability is \$600 per claim occurrence, and \$1,000 per twelve (12) month period.

**D. What is NOT covered:** The following items are excluded from coverage under this Policy:

- **Cellular Wireless Telephone** accessories other than the standard battery and/or standard antenna provided by the manufacturer.
- **Cellular Wireless Telephones** purchased for resale or for professional or commercial use.
- **Eligible Cellular Wireless Telephones** that are lost or "**Mysteriously Disappear**".
- **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.
- **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**.
- **Cellular Wireless Telephones** stolen from a construction site.
- **Cellular Wireless Telephones** that are not received as a part of a recurring monthly plan from a cellular provider.
- 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.
- 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 **Cellular Wireless Telephone(s)** purchased from other than a cellular service provider's retail or internet store; or Taxes, delivery or transportation charges or any fees associated with the service provided.

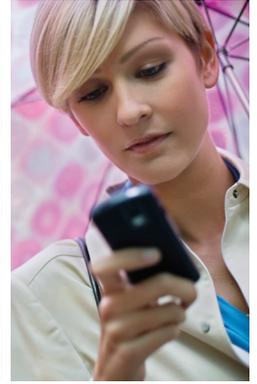
#### E. How to file a claim

- Call 1-800-MasterCard to request a claim form. You must report the claim within ninety (90) days of the loss or the claim may not be honored.
- Submit the following documentation within one hundred and twenty (120) days of the date you report the claim or the claims may not be honored:
  - Completed and signed claim form
- **Eligible Person's** 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
- A copy of the **Eligible Person's** current wireless service provider's billing statement
- A copy of the original **Eligible Cellular Wireless Telephone** purchase receipt or other sufficient proof of the **Eligible Cellular Wireless Telephone** model currently linked to the **Eligible Person's Eligible Cellular Wireless Telephone** account
- A copy of the insurance claim to the Eligible Person's cellular telephone insurance, or in the event that the claim amount is less than the Eligible Person's deductible, a copy of the policy's declarations page.
- If a claim is due to damage, a copy of the repair estimate and photos of the damage
- If the claim is due to theft, a copy of the police report filed within forty-eight (48) hours of the theft



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### 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 ALG company. This Guide to Benefits is a summary of benefits provided to you. The attached Key Terms and EOC is governed by the Group Policy.

**Effective date of benefits:** Effective September 28, 2015, 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 anytime. 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 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.

