YOUR GUIDE TO YOUR BRINK'S ARMORED™ ACCOUNT BENEFIT CENTER

Throughout this Guide, "you," "your," and "cardholder" refer to the holder of a covered card associated with a Brink's Armored Account established by Pathward, National Association, Member FDIC, and for which Netspend Corporation is a service provider. <u>The **covered**</u> **card** may be either a Mastercard[®] debit card or a Visa[®] debit card used to access your Brink's Armored Account.

IMPORTANT: For more information about the benefits described in this Guide, call 1-866-470-5491 or visit benefitscenter.idprotectiononline.com for Identity Theft Protection Services or call 1-844-878-1906 for Purchase Assurance and ID Theft Expense Reimbursement or visit your Online Account Center associated with your covered card at the website provided in your deposit account agreement.

IMPORTANT: For questions about your account, account balance, disputes, information about services not described in this Guide or your covered card, please visit the website or call the customer service number provided in your deposit account agreement or on the back of your card.

The benefits described in this Guide do not apply to prepaid products. In addition, throughout this Guide, "Policyholder" refers to the Mastercard Insurance Master Trust, "Eligible Account" refers to **covered card**, and "Participating Organization" refers to the issuer of a **covered card**.

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.

ID THEFT PROTECTION SERVICES

PROGRAM DESCRIPTION

ID Theft Protection provides you with access to a number of identity theft resolution services, should you believe you are a victim of identity theft.

ELIGIBILITY

To be eligible for this coverage, you must have a **covered card**.

ACCESS

Simply contact 1-866-470-5491 visit

benefitscenter.idprotectiononline.com if you believe you have been a victim of identity theft.

SERVICES PROVIDED

Services provided are on a 24-hour basis, 365 days a year.

They include:

- Providing the cardholder with a uniform Identity Theft Affidavit and providing assistance with completion of the Affidavit. It is the responsibility of the cardholder to submit the Affidavit to the proper authorities, credit bureaus, and creditors.
- Assistance in notifying all three major credit reporting agencies to obtain a free credit report for the cardholder and placing an alert on the cardholder's record with the agencies.
- Educating the cardholder on how Identity Theft can occur and of protective measures to avoid further occurrences.
- Providing the cardholder with the Identity Theft Resource Kit.
- Providing the cardholder with sample letters for use in canceling checks, ATM cards, and other accounts.

ID THEFT ALERTS

Mastercard is offering cardholders cybersecurity through Iris On watch, Generali Global Assistance's proprietary internet surveillance technology that proactively detects the illegal trading and selling of personally identifiable information (PII) online. At any point in time, Iris On watch is tracking thousands of websites and millions of data points, and alerting cardholders whose personal information they find has been compromised online. This information is being gathered in real-time so that cardholders have the opportunity to react quickly and take the necessary steps to protect themselves. Get started at no cost to you by enrolling at benefitscenter.idprotectiononline.com.

CHARGES

There is no charge for these services.

SERVICES NOT PROVIDED

- · When it is determined you have committed any dishonest, criminal, malicious or fraudulent act.
- · When your financial institution or card issuer which provides this Service, has investigated the event and deemed you are responsible the charge or event.
- When any theft or unauthorized use of an account by a person to whom the account has been entrusted has been committed.

PROGRAM PROVISIONS FOR ID THEFT PROTECTION

This service applies only to you, the named cardholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the program. The **Provider**, Generali Global Assistance, relies on the truth of statement made in the Affidavit or declaration from each cardholder. This service is provided to eligible cardholders at no

additional cost and is in effect for acts occurring while the program is in effect. The terms and conditions contained in this program guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide mailings,

statement inserts, or statement messages. Mastercard or your financial institution can cancel or non-renew these services, and if we do, we will notify you at least thirty (30) days in advance. If the Provider non-renews or cancels any services provided to eligible **cardholders**, you will be notified within 30–120 days before the expiration of the service agreement. In the event substantially similar coverage takes effect without interruption, no such notice is necessary. For general questions regarding these services, please contact 1-866-470-5491.

PURCHASE ASSURANCE

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 1-844-878-1906.

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 or Visa 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.

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.

Stolen means items that are taken by force and/or under duress or the disappearance of the item from a known place under circumstances that would indicate the probability of theft.

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

PURCHASE ASSURANCE EVIDENCE OF COVERAGE

Pursuant to the below terms and conditions, when an item you bought with your **covered card** is **damaged** or **stolen** within ninety (90) days of purchase, you may be eligible for benefits under this 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 purchase the new item entirely with your covered card and/or accumulated points from your covered card for yourself or to give as a gift.
- B. THE KIND OF COVERAGE YOU RECEIVE:
- Most items you purchase entirely with your covered card are covered if damaged or stolen for ninety (90) days from the date of purchase as indicated on your covered card's receipt.
- Items you purchase with your **covered card** and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage benefit.
- C. COVERAGE LIMITATIONS:
- Coverage is limited to the lesser of the following:
 - The actual cost of the item (excluding delivery and transportation costs).
 - A maximum of \$1,000 per loss and a total of \$25,000 per cardholder account per twelve (12) month period.
 - Purchases that are made up of a pair or set will be limited to the cost of repair or replacement of the specific item **stolen** or **damaged**. If the specific item cannot be replaced individually or repaired, the value of the pair or set will be covered not to exceed the limits above.
 - Coverage for stolen or damaged jewelry or fine art will be limited to the actual purchase price as listed on your debit card statement, regardless of sentimental or appreciated market value.
- D. WHAT IS NOT COVERED:
- Items left in public sight, out of arm's reach, lacking care, custody or control by the **cardholder**.
- Lost items, and items that mysteriously disappear (the only proof of loss is unexplained or there is no

physical evidence to show what happened to the item) without any evidence of a wrongful act.

- Items that are stolen from any location or place (including, but not limited to, exercise facilities, places of employment, schools, or places of worship) due to the lack of due diligence by you or another party.
- Items lost, stolen, damaged, or mis-delivered while under the care, custody, and control of another party or common carrier (including, but not limited to, airlines, the U.S. Postal Service, UPS, FedEx, or other delivery services).
- Losses due to normal wear and tear, misuse, gradual deterioration, and/or abuse.
- Losses resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- · Losses that cannot be verified or substantiated.
- Items covered by a manufacturer's recall or class action suit.
- Items that you **damage** through alteration (including, but not limited to, cutting, sawing, shaping).
- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- **Stolen** items without a documented report from the police.
- Items that are **damaged** during transport via any mode.
- Items stolen from the interior or exterior of a watercraft/boat, aircraft, motorcycle, automobile or any other motor vehicles.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Motorized equipment not designed for transportation and used solely for the upkeep and maintenance of a residence is eligible for coverage (including, but not limited to, snow thrower, lawn mowers, and hedge trimmers).
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare, or precious metals, stamps, and coins, currency or its equivalent.
- · Losses caused by insects, animals, or pets.
- Plants, shrubs, animals, pets, consumables, and perishables.

- Items purchased for resale, rental, professional, or commercial use.
- 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, computer programs, operating software, and other software.
- Losses 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.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Losses caused by liquids, fluids, oils, chemicals, or bodily fluids/excretions.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- Items **stolen** or **damaged** at a new home construction site.
- Rented, leased, or borrowed items for which you will be held responsible.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- E. HOW TO FILE A CLAIM:
- Call 1-844-878-1906 to request a claim form. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the date you report the claim:
 - Completed and signed claim form.
 - Repair estimate for **damaged** item(s).
 - Photograph clearly showing damage, if applicable.
 - Receipt showing purchase of covered item(s).
 - Statement showing purchase of covered item(s).

- Report from police listing any items **stolen**.
- Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renter's, or auto insurance policy).
- Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

PURCHASE ASSURANCE LEGAL DISCLOSURES

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** is governed by the Group Policy.

Effective date of benefits: Effective January 1, 2020, 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 nonrenewal, 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) 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.

ID THEFT 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 1-844-878-1906.

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.

IDENTITY FRAUD EXPENSE REIMBURSEMENT 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 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 nonexecution) of electronic transfers, trades or other verbal or written instructions or directions.

In addition, we shall not be deemed to provide cover and we shallnot 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

E. HOW TO FILE A CLAIM

- Contact 844-878-1906 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:
- Promptly file a police report if the Eligible Person reasonably believes that a law may have been broken.
- 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.
- 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.
- 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.

- 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.
- 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:
- Proof that a fraud alert was placed with each major credit bureau (Experian, Equifax, TransUnion, etc.) immediately after discovery of the Stolen Identity Event.
- Copy of any filed police report.
- Proof of any settlements or denials from credit card companies, banks, creditors, collection agencies, etc. concerning the Stolen Identity Event.
- Copy of any complaint filed with the FTC.
- Copies of all receipts, bills or other records that support the claim.
- 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.

IDENTITY THEFT FRAUD REIMBURSEMENT DISCLOSURES

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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