

YOUR GUIDE TO YOUR H-E-B DEBIT ACCOUNT BENEFIT CENTER

Throughout this Guide, “you,” “your,” and “cardholder” refer to the holder of a covered card associated with an H-E-B Debit Account established by Pathward®, National Association, Member FDIC, and for which Netspend Corporation is a service provider. The **covered card** may be either a Mastercard® debit card or a Visa® Debit card used to access your H-E-B Debit 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, call 1-844-878-1906 for Ride Share Protection and Cell Phone Protection Coverage, 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 the **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 or 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 that provides this Service has investigated the event and deemed you are responsible for 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 statements made in the Affidavit or declarations 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.

RIDESHARE PROTECTION

KEY TERM

Throughout this document, “you” and “your” refer to an **Eligible Person**.

“We,” “us,” and “our” refer to New Hampshire Insurance Company, an AIG Company, Inc.

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.

Eligible Person means the holder of a covered card who is a U.S. citizen or legal resident of the U.S. and their family members who charged the full amount of the Eligible Person’s portion of the cost of the covered trip to the covered card. Family members are a spouse and unmarried dependent children up to age 18, or under age 25 if enrolled as a full-time student in an accredited institution and domestic partners and dependent adults.

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

Covered Trip means a trip for which the Eligible Person charged the full amount of the Eligible Person’s portion of the cost of the trip with the Rideshare company to the covered card.

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 a group policy issued by us.

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.

Rideshare Company means a recognized Rideshare transportation company authorized by us and operating under a current license as required by law for the conveyance of passengers. Please call 1-844-878-1906 for a current list of Rideshare companies.

RIDESHARE PROTECTION 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 pay the entire cost of your portion of the transportation by the Rideshare company with your covered card.

B. THE KIND OF COVERAGE YOU RECEIVE:

- Coverage for items of personal property that are permanently lost or stolen while in the Rideshare company vehicle during a covered trip.
- Coverage is secondary to any other applicable insurance or coverage available to you including benefits provided by the Rideshare company (including, but not limited to, goodwill payments, refunds, credit/vouchers). Coverage is limited to only those amounts not covered by any other insurance or coverage, or Rideshare company benefits (including, but not limited to, goodwill payments, refunds, credit/vouchers).

C. COVERAGE LIMITATIONS:

Coverage is limited to a maximum of up to \$750 per trip with \$100 deductible per claim. The value of the amount claimed is the lesser of 1) the actual purchase price of the item; 2) the actual cash value at the time of loss or theft of the item with deduction for depreciation; or 3) the cost to replace the item. There is a maximum of two (2) claims per twelve (12) months and \$1,500 per twelve (12) month period.

D. WHAT IS NOT COVERED:

- Loss when using an unauthorized Rideshare company.
- Loss or theft resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation, expropriation, or detention by any government, public authority, or customs official; illegal activity or acts.

- Loss or theft not reported within the time period required, as stipulated in the claim procedure.
- Loss or theft where other insurance coverage or Rideshare company pays the claim in full.
- Damage to personal property.
- Contact lenses, eyeglasses, sunglasses, hearing aids, artificial teeth, dental bridges, or prosthetic limbs.
- Money, securities, credit cards, checks, traveler's checks, visas, negotiable instruments.
- Tickets, documents (travel or otherwise), keys, coins, deeds, bullion, antique items, collectibles of any kind (such as items designed for people to collect or items that over time become collectible), stamps, perishables, consumables, silverware, furs, plants, shrubs, perfume, jewelry, art, rugs, and carpets; animals; household furniture or rare or precious metals.
- Items excluded under the Authorized Rideshare company's coverage.
- Items that are used in the purchase, sale, promotion, or distribution of goods or services (including, but not limited to, manuals, software, data, facsimile, samples, collateral materials, etc.).
- Sporting equipment or musical instruments.
- All types of stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, audio cassettes, and film).
- Items lost on any conveyance which is hired or used for sport, contest, or recreational activity, or is operated or maintained for the purchase of sport, gamesmanship, contest, sightseeing, or observatory and/or recreational activity, regardless of whether such conveyance is licensed.
- Losses caused by natural disaster (including, but not limited to, flood, hurricane, or earthquake).

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:

- Notify the Rideshare company and complete its claims procedure within twenty-four (24) hours of any loss or theft.
- Visit www.mycardbenefits.com or call 1-844-878-1906 to open a claim for this Rideshare benefit. You must report the claim within sixty (60) days of the incident followed by a written notification mailed within one hundred twenty (120) days or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the date of incident or the claim may not be honored:
 - Receipt or covered card billing statement showing the purchase of Rideshare transportation.
 - Copy of complaint/inquiry filed by Rideshare company/driver.
 - Report from police, if applicable.
 - A signed and notarized affidavit of loss, if applicable.
 - The result of any settlement by the Rideshare company.
 - If applicable, receipts showing that your personal property has been replaced.
 - Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

RIDESHARE PROTECTION 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 account holder, at no additional charge. 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 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 we reserve the right to change the benefits and features of these programs at any time. **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 does cancel 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 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 covered cards issued by U.S. financial institutions. The United States is defined as the fifty (50) United States and the District of Columbia. No person or entity other than **Eligible Persons** 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.

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 Eligible Person 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 benefit payments will be recovered from the Eligible Person.

Other Insurance: Coverage is secondary to and in excess of any other applicable insurance or indemnity available to you. It is subject to the conditions, limitations, and exclusions described in the group policy. In no event will this coverage apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

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 insurance policy, the group insurance policy shall control. Provision of services is subject to availability and applicable legal restrictions.

CELLULAR WIRELESS TELEPHONE PROTECTION COVERAGE \$100/\$300/\$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 1-844-878-1906.

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.

Damaged means items that can no longer perform the function they were intended to do in normal service due to broken parts, materials, 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 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 (48) hours of the theft.

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

CELLULAR WIRELESS TELEPHONE PROTECTION COVERAGE 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 Wireless 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 in 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 \$100 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 \$100 per claim occurrence and \$300 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 services.

- **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 **1-844-878-1906** 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 claim 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

CELLULAR WIRELESS TELEPHONE PROTECTION COVERAGE 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 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 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 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 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 All-Access actual offerings, such master policies or actual offering shall control. Provision of services is subject to availability and applicable legal restrictions.