

# First Hawaiian Bank Debit Mastercard

# Important information. Please read and save.

This Guide to Benefits contains detailed information about insurance, retail protection and travel services you can access as a preferred cardholder. This Guide supersedes any guide or program description you may have received earlier.

To file a claim or for more information on any of these services, call the Mastercard Assistance Center at **1-800-Mastercard: 1-800-627-8372,** or **en Español: 1-800-633-4466.** 

"Card" refers to Mastercard® card and "Cardholder" refers to a Mastercard® cardholder.

# **Key Terms**

#### 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, Inc. (Except for Satisfaction Guarantee refer to AIG Warranty Guard, 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 **1-800-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.

# **Extended Warranty**

# **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 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.

• The item must have an original manufacturer's (or U.S. store brand) warranty of twelve (12) months or less.

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

- Extended Warranty doubles the original manufacturer warranty up to a maximum of twelve (12) months on most items you purchase. For products with multiple warranty components, each warranty time period will be extended up to a maximum of twelve (12) months. An example of a product with multiple warranty components includes an appliance with original manufacturer's (or U.S. store brand) warranties that differ for parts, labor, compressor, etc.
- If you purchase a service contract or an optional extended warranty of twelve (12) months or less on your item, we will cover up to an additional twelve (12) months after both the original manufacturer's (or U.S. store brand) warranty and the purchased service contract or extended warranty coverage period end. If your service contract or extended warranty exceeds twelve (12) months, this coverage does not apply.
- If you do not have an additional service contract or an optional extended warranty, this Extended Warranty benefit commences the day after your original manufacturer's (or U.S. store brand) warranty expires.

# C. Coverage limitations:

- The maximum benefit for repair or replacement shall not exceed the actual amount charged on your **covered card** or \$10,000, whichever is less.
- If either the original manufacturer's (or U.S. store brand) warranty or the service contract covers more than twelve (12) months, this benefit will not apply.
- We or our **administrator** will decide if a covered failure will be repaired or replaced, or whether you will be reimbursed up to the amount paid for the item. Items will be replaced with those of like kind and quality. However, we cannot guarantee to match exact color, material, brand, size, or model.

# D. What is NOT covered:

- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a manufacturer warranty (repair or replacement amount will not include market value at time of claim); recycled, previously owned, refurbished, rebuilt, or remanufactured items; product guarantees (e.g., glass breakage).
- Floor models that do not come with an original manufacturer warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Parts, if purchased separately, may be covered.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, and perishables.
- 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, operating software, and other software.
- All types of media with stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, film and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Direct or indirect **loss** resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Indirect or direct damages resulting from a covered **loss**.
- Mechanical failure arising from product recalls.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Loss 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.
- Mechanical failures caused by normal wear and tear or gradual deterioration where no failure has occurred.
- Items purchased for resale, professional, or commercial use.
- Mechanical failures caused by lack of maintenance/service.
- **Losses** caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Physical damage to the item.
- Any exclusion listed in the original manufacturer's warranty.

#### E. How to file a claim:

- Call **1-800-Mastercard** or go to **www.mycardbenefits.com** to initiate a claim. You must report the claim within sixty (60) days of the failure or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days from the date of failure or the claim may not be honored:
- o Receipt showing covered item(s).
- oStatement showing covered item(s).
- oltemized purchase receipt(s).
- o Original manufacturer's (or U.S. store brand) warranty.
- o Service contract or optional extended warranty, if applicable.
- oltemized repair estimate from a factory authorized service provider.
- Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

# Mastercard ID Theft Protection™

#### **Program Description:**

**Mastercard ID Theft Protection (IDT)** provides you with access to a number of Identity Theft resolution services, should you believe you are a victim of Identity Theft. This

product offering will alert you about possible identity theft by monitoring the surface, dark and deep web, searching for compromised credentials and potentially damaging use of your registered personal information in order to detect fraud at its inception.

#### Eligibility:

# All Mastercard consumer debit cardholders in the US are eligible for this coverage.

#### Access:

Simply contact **1-800-Mastercard** 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. In order to receive the following services, you must enroll at **https://mastercardus.idprotectiononline.com/**. The services include:

**Online Monitoring Dashboard (requires activation):** The online monitoring dashboard is the primary user interface for **cardholders**. It serves as a repository of all the personally identifiable information (PII) data the **cardholder** wants to monitor, tracks and displays **cardholders'** risk score, and provides access to identity protection tips. It is also the platform for **cardholders** to respond to identity monitoring alerts.

**Monthly Risk Alert / Newsletter: Cardholders** will receive a monthly newsletter with information on the **cardholder's** risk score, and articles pertaining to good identity protection practices.

Identity Monitoring: IDT searches the internet to detect compromised credentials and potentially damaging use of your personal information, and alerts you via email so that you can take immediate action. This platform utilizes automated monitoring and human threat intelligence from cyber operations agents monitoring threat actors and their tactics on the deep and dark web where personal data is bought and sold. Data elements that can be monitored are:

- Email addresses
- Debit/credit cards/prepaid cards
- •Bank accounts
- Web logins; username and password
- Medical insurance cards
- Drivers' license
- Loyalty cards
- Affinity cards
- Passport number
- Vehicle insurance cards
- Social Security number

To take advantage of this service, the **cardholder** must enter the personal information they wish to monitor on the dashboard.

**Resolution Services:** You will have access to a team of identity theft resolution specialists, available 24 hours a day, 365

days a year to help resolve your identity theft incident and prevent further damage. The resolution specialists are native speakers of English, French and Spanish, and are based out of Bethesda, Maryland. **Cardholders** are given the option to sign limited power of attorney (LPOA) to the specialist, to allow them to conduct resolution activities on the **cardholders'** behalf, including contacting police, credit agencies, and other authorities, translating information, and closing and replacing breached accounts.

**Lost Wallet Assistance: Cardholders** will be provided assistance with notifying the appropriate issuing authorities to cancel and replace stolen or missing items, such as their debit/credit card, driver's license, Social Security card, and passport.

**Single Bureau Credit Monitoring: Cardholders'** TransUnion credit file will be monitored for changes that could indicate fraud such as new credit inquiries, an address change or new credit account(s) opened in their name. An alert notification via email will be sent anytime a hard inquiry is made on the **cardholders'** TransUnion credit file so they can take immediate action to minimize damage.

To take advantage of this service, the **cardholder** must enter their Social Security number on the dashboard and pass credit authentication.

**Financial Account Takeover:** IDT monitors **cardholder's** highrisk transactions with more than 300 of the nation's largest companies to uncover and thwart account takeover attempts. Monitored transactions include:

- Debit/credit cards/prepaid cards
- Bank accounts
- Brokerage accounts
- Healthcare portals
- Workplace intranets
- Other services (e.g. peer-to-peer fund transfers)

To take advantage of this service, the **cardholder** must enter the accounts they wish to protect on the dashboard.

**URL and Domain Monitoring:** URL and Domain monitoring allows **Cardholder** to enter up to 10 domain or URL names related to **cardholders'** business. This service will monitor the domain and URL names for any compromised email addresses associated with the domain or URL names and if compromised email addresses are found in a data breach, this service will alert the registered **cardholder** via email and provide information regarding the specific email address that was breached along with information about the date found and source (provided that this information is available).

For more information regarding the services stated above and additional information, please visit **https://mastercardus.** idprotectiononline.com/.

#### Charges:

There is no charge for these services, they are provided by your Financial Institution.

### 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 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 Mastercard ID Theft Protection:

This service applies only to you, the named Mastercard **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 Mastercard **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 Mastercard **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 1-800-Mastercard.

# 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 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 \$1,000 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.
- 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 nonexecution) 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;

# Mastercard Global Service

Mastercard Global Service<sup>™</sup> provides worldwide, 24-hour assistance with Lost and Stolen Card Reporting, Emergency Card Replacement, and Emergency Cash Advance.

Call Mastercard Global Service immediately to report your

card lost or stolen and to cancel the account. If you need to make purchases or arrange for a cash advance, with your issuer's approval, you can receive a temporary card the next day in the United States, and within two business days almost everywhere else.

Remember, if you report your card lost or stolen, you will not be responsible for any unauthorized transactions on your account.

In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call **1-800-307-7309**. When out-of-country and in need of assistance, you can easily reach a specially trained Mastercard Global Service Representative who can help you 24 hours a day, 365 days a year, in any language.

You can call toll-free from over 80 countries worldwide. Some of the key toll-free Mastercard Global Service telephone numbers are:

Australia		Mexico 001-800-307-7309
Austria	0800-070-6138	Netherlands0800-022-5821
France	0-800-90-1387	Poland0-0800-111-1211
Germany	0800-071-3542	Portugal
Hungary		Spain
Ireland		United Kingdom 0800-96-4767
Italy		Virgin Islands 1-800-307-7309

For additional information, or for country-specific, toll-free telephone numbers not listed above, visit our website at **www.mastercard.com** or call the United States collect at **1-636-722-7111**.

# Account Information and Card Benefits:

When in the United States, contact your card issuer directly for account information and **1-800-Mastercard** for card benefits. When traveling outside the U.S., call Mastercard Global Service to access your card issuer for account information or to access any of your card benefits.

# **ATM Locations:**

Call **1-877-FINDATM (1-877-346-3286)** to find the location of a nearby ATM in the Mastercard ATM Network accepting Mastercard<sup>®</sup>, Maestro<sup>®</sup>, and Cirrus<sup>®</sup> brands. Also, visit our website at **www.mastercard.com** to use our ATM locator.

You can get cash at over two million ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel.

# Mastercard Airport Concierge™

# Your passport to the finer side of air travel.

Enjoy a 15% savings on Airport Meet and Greet services. Arrange for a personal, dedicated Meet and Greet agent to escort you through the airport on departure, arrival or any connecting flights at over 700 destinations worldwide 24 hours a day, 7 days a week, 365 days a year. There are also certain airports where you can be expedited through the security and/or the immigration process. To reserve Mastercard Airport Concierge services visit **www.mastercard.com/ airportconcierge** or consult your Travel Advisor.

# Account and Billing Information

**Important:** Contact your card-issuing financial institution directly for questions concerning your account, such as account balance, credit line, billing inquiries (including transaction exchange rates), merchant disputes, or information about additional services not described in this Guide. Your financial institution's phone number should be available on your monthly billing statement or on the back of your card.

#### Reminder: Please refer to the Legal Disclosure section.

#### 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 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. To file a claim, call 1-800-Mastercard: 1-800-627-8372, or en Español: 1-800-633-4466. Visit our Web site at www.mastercard.com.

