



Printed advertisements means advertisements appearing in a newspaper, magazine, store circular, or catalog which state the authorized dealer or store name, item (including make, model number), and sale price. The advertisement must have been published within sixty (60) days after the date you purchased the product and must be for the identical item (advertisement must verify same manufacturer and model number).

J. 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.

You must see either a **printed advertisement** or **non-auction Internet advertisement** for the same product (advertisement must verify same manufacturer and model number) for a lower price within sixty (60) days from the date of purchase as indicated on your receipt.

K. The kind of coverage you receive:

- Purchases you make entirely with your **covered card** are covered for sixty (60) days from the date of purchase as indicated on your receipt for the difference between the price you paid and the lower price advertised.
- 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 including benefits provided by the retailer (including, but not limited to, refunds, exchanges, and store credits). Coverage is limited to only those amounts not covered by any other insurance or coverage, or retailer benefits (including, but not limited to, refunds, exchanges, and store credits).

L. Coverage limitations:

Coverage is limited to the difference between the actual cost of the item (excluding taxes, storage, shipping, and handling costs) and the advertised lower price, up to \$250 per claim. There is a maximum of four (4) claim(s) per **cardholder** account per twelve (12) month period.

M. What is NOT covered:

- Any item purchased from an Internet site whose primary purpose is not the sale of the item or related items.
- Items purchased for resale, rental, professional, or commercial use.
- Jewelry, art, 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.
- Customized/personalized, one-of-a-kind, or special-order items.
- Layaway items; items returned to any store.
- Any items purchased from an **auction**.
- Items for which the **printed advertisement** or **non-auction Internet advertisement** containing the lower price was published after sixty (60) days from the date you purchased the item.
- Items advertised or shown as price quotes, bids or final sale amounts from a non-auction Internet site.
- Items advertised in or as a result of "limited quantity," "going out-of-business sales," "close out", or as "discontinued".
- **Printed advertisements** or **non-auction Internet advertisements** that display pricing lower than your purchased item due to rebates, special offerings, bonuses, free items/giveaways, manufacturer's coupons, or special financing.
- Professional services, including workmanship, installation, professional advice/counseling, and technical support, or help line.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories.
- Land, any buildings (including, but not limited, to homes and dwellings), permanently installed items, fixtures, structures, or home improvement.
- Game animals, pets or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- 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.
- Differences in price due to sales tax, storage, shipping, handling, postage, transportation, and delivery.
- Differences in price due to foreign exchange rates or fluctuation in foreign exchange rates.

N. How to file a claim:

For a Printed Advertisement:

- Call 1-800-MASTERCARD to request a claim form. You must report the claim within sixty (60) days of the incident or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the advertisement's publication:
 - o Completed and signed claim form.
 - o A copy of the **printed advertisement** that shows the date of the advertisement, retailer name, the product (advertisement must verify same manufacturer and model number), and sale price.
 - o Receipt showing the item(s) was purchased.
 - o Statement showing item(s) purchased and use of accumulated point.
 - o Itemized purchase receipt(s).
 - o Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

For a Non-Auction Internet Advertisement:

- Call 1-800-MASTERCARD to request a claim form. You must report the claim within sixty (60) days of the incident or the claim may not be honored.

- Submit the following documentation within one hundred and eighty (180) days of the advertisement's publication:
 - o Completed and signed claim form.
 - o A copy of the non-auction advertisement that shows the date of the advertisement, website address, retailer name, the product (advertisement must verify same manufacturer and model number), sale price, and, if applicable, shipping, handling and other charges.
 - o Receipt showing the item(s) was purchased.
 - o Statement showing item(s) purchased.
 - o Itemized purchase receipt(s).

Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

PP-CC-NT (9.08)

Identity Theft Resolution Services

What are Personal Identity Theft Resolution Services? Personal Identity Theft Resolution Services provides you with access to a number of Identity Theft resolution services, should you believe you are a victim of Identity Theft.

Who is eligible for this coverage? To be eligible for this coverage, you must be a valid cardholder, whose name is embossed on an eligible MasterCard, and who resides in the United States.

How can I access these services? Simply contact 1-800-MASTERCARD if you believe you have been a victim of Identity Theft.

What are the 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. 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. Assisting the cardholder with debit, credit and/or charge card replacement. Assisting cardholder with membership/affinity card replacement. Educating the cardholder on how Identity Theft can occur and of protective measures to avoid further occurrences. Providing the cardholder with the Identity Theft Resolution Kit. Providing the cardholder with sample letters for use in canceling checks, ATM cards, and other accounts.

Is there a charge for these services? No, your Financial institution provides these to you at no extra cost.

When are 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 personal identity theft services This service applies only to you, the primary eligible 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, Europ Assistance U.S.A., Inc., 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.



MasterCard Guides to Benefits for Credit Cardholders



M-111776

MasterCard® Cardholder Benefits

Important information. Please read and save.

This Guide to benefits contains detailed information about extensive travel, insurance, and retail protection 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**, or **en Español: 1-800-633-4466**.

“Card” refers to MasterCard® card and “Cardholder” refers to a MasterCard® cardholder.

MasterCard Guide to Benefits Benefits that are always with you

Virginia Surety Company, Inc.
175 W. Jackson Blvd., Chicago, IL 60604

Key Terms:

The following Key Terms apply to the following benefits: Extended Warranty and MasterRental.

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 Virginia Surety 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 1-800-MASTERCARD.

Authorized driver(s) means a driver with a valid driver's license issued from their state of resident and indicated on the **rental agreement**.

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.

Evidence of Coverage (EOC) means the document describing the terms, conditions, and exclusions. The **EOC**, Key Terms, and Final 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 Final Legal Disclosures are not a part of your coverage.

Manufacturer suggested retail price (MSRP) means the purchase price of the **vehicle** or the value of the **vehicle** based on the National Automobile Dealers Association website at www.nada.com or similar source.

Rental agreement means the entire agreement or contract that you receive when renting a **vehicle** from a **vehicle** rental agency that describes in full all of the terms and conditions of the rental, as well as the responsibility of all parties under the **rental agreement**.

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

Vehicle means a land motor **vehicle** with four wheels that is designed for use on public roads and intended for use on a bound surface such as concrete and tarmac. This includes minivans and sport utility **vehicles** that are designed to accommodate less than nine (9) passengers.

KT-CC-EOC (9.08)

Extended Warranty

Evidence of Coverage

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of you, your, we, us, our, and words that appear in bold and Final Legal Disclosures CC-FLD (9.08).

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. Should you fail to properly register the original warranty as required by manufacturer, we will only double the actual warranty time period that you received from the manufacturer. 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.
- Interest or conversion fees that are charged to you on the **covered card** by the financial institution.

E.How to file a claim:

- Call 1-800-MASTERCARD to request a claim form. 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:
 - Completed and signed claim form.
 - Receipt showing covered item(s).
 - Statement showing covered item(s).
 - Itemized purchase receipt(s).
 - Original manufacturer’s (or U.S. store brand) warranty.
 - Service contract or optional extended warranty, if applicable.
 - Itemized 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.

EW-CC-EOC (9.08)

MasterRental Coverage

Evidence of Coverage

Pursuant to the below terms and conditions, when you rent a **vehicle** for fifteen (15) consecutive days or less with your **covered card**, you are eligible for benefits under this coverage.

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of you, your, we, us, our, and words that appear in bold and Final Legal Disclosures CC-FLD (9.08).

A. To get coverage:

You must initiate and then pay for the entire **rental agreement** (tax, gasoline, and airport fees are not considered rental charges) with your **covered card** and/or the accumulated points from your **covered card** at the time the vehicle is returned. If a rental company promotion/discount of any kind is initially applied toward payment of the rental vehicle, at least one (1) full day of rental must be billed to your **covered card**.

You must decline the optional collision/damage waiver (or similar coverage) offered by the rental company.

You must rent the **vehicle** in your own name and sign the **rental agreement**.

Your **rental agreement** must be for a rental period of no more than fifteen (15) consecutive days. Rental periods that exceed or are intended to exceed fifteen (15) consecutive days are not covered.

The rented vehicle must have a **MSRP** that does not exceed \$50,000 **USD**.

B. The kind of coverage you receive:

- We will pay for the following on a secondary basis:
- Physical damage and theft of the **vehicle**, not to exceed the limits outlined below.
- Reasonable loss of use charges imposed by the **vehicle** rental company for the period of time the rental **vehicle** is out of service. Loss of use charges must be substantiated by a location and class specific fleet utilization log.
- Towing charges to the nearest collision repair facility.

This coverage is not all-inclusive, which means it does not cover such things as personal injury, personal liability, or personal property. It does not cover you for any damages to other **vehicles** or property. It does not cover you for any injury to any party.

C. Coordination of Benefits:

When MasterRental is provided on a secondary basis and a covered loss has occurred the order in which benefits are determined is as follows:

- You or an **authorized driver’s** primary auto insurance;
- Collision/damage waiver provided to you by the rental agency
- Any other collectible insurance;

4. The coverage provided under this **EOC**.

If you or an **authorized driver’s** primary auto insurance or other coverage has made payments for a covered loss, we will cover your deductible and any other eligible amounts, described in Section B, not covered by the other insurance.

Note: In certain parts of the United States and Canada losses to rental **vehicles** that are covered by your personal **vehicle** insurance policy liability section may not be subject to a deductible, which means that you may not receive any benefits from this program. Contact your insurance provider for full coverage details pertaining to your personal **vehicle** liability insurance policy (or similar coverage).

If you have no other insurance or your insurance does not cover you in territories or countries outside of the United States, coverage is considered primary coverage.

D. Who is covered:

The **covered card cardholder** and those designated in the **rental agreement** as **authorized drivers**.

E. Excluded rental vehicles:

- All trucks, pickups, full-size vans mounted on truck chassis (including, but not limited to, Ford EconoVan), cargo vans, campers, off-road **vehicles**, and other recreational **vehicles**.
- All sport utility trucks. These are **vehicles** that have been or can be converted to an open, flat bed truck (including, but not limited to, Chevy Avalanche, GMC Envoy, and Cadillac Escalade EXT).
- Trailers, motorbikes, motorcycles, and any other **vehicle** having fewer than four (4) wheels.
- Antique **vehicles** (**vehicles** that are more than twenty (20) years old or have not been manufactured for at least ten (10) years), or limousines.
- Any rental **vehicle** that has a **MSRP** that exceeds \$50,000 **USD**.

F. Where you are covered:

Coverage is available worldwide except in the following countries: Republic of Ireland, Northern Ireland, Israel, Jamaica

Coverage is not available in countries where:

- This **EOC** is prohibited by that countries law; or
- The terms of the **EOC** are in conflict with the laws of that country.

G. Coverage limitations:

We will pay the lesser of the following:

- The actual repair amount;
- Wholesale market value less salvage and depreciation;
- The rental agencies purchase invoice less salvage and depreciation; or
- \$50,000 **USD**

In addition, coverage is limited to \$500 per incident for reasonable loss of use charges imposed by the **vehicle** rental company for the period of time the rental **vehicle** is out of service.

We will not pay for or duplicate the collision/damage waiver coverage offered by the rental agency.

H. What is NOT covered:

- Any personal item **stolen** from the interior or exterior of rental **vehicles**.
- Vehicle** keys or portable Global Positioning Systems (GPS).
- Vehicles** not rented by the **cardholder** or **authorized user** on the **covered card**.
- Any person not designated in the **rental agreement** as an **authorized driver**.
- Any obligations you assume other than what is specifically covered under the **rental agreement** or your primary **vehicle** insurance or other indemnity policy.
- Any violation of the written terms and conditions of the **rental agreement**.
- Any loss that occurs while driving under the influence of drugs or alcohol.
- Any loss associated with racing or reckless driving.
- Losses involving the theft of the rental **vehicle** when you or an **authorized driver** cannot produce the keys to the rental **vehicle** at the time of reporting the incident to the police and/or rental agency, as a result of negligence.
- Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.
- Subsequent damages resulting from a failure to protect the rental **vehicle** from further damage.
- Blowouts or tire/rim damage that is not caused by theft or vandalism or is not a result of a **vehicle** collision causing tire or rim damage.
- Rental **vehicles** where collision/damage waiver coverage (or similar coverage) was accepted/purchased by you.
- Any damage that is of an intentional or non-accidental nature, caused by you or an **authorized driver** of the rental **vehicle**.
- Depreciation, diminishment of value, administrative, storage, or other fees charged by the vehicle rental company.
- Vehicles with a rental agreement that exceeds or is intended to exceed a rental period of fifteen (15) consecutive days from a rental agency.
- Losses resulting from any kind of illegal activity.
- Damage sustained on any surface, other than a bound surface such as concrete or tarmac.
- Damage sustained on any road not regularly maintained by a municipal, state, or federal entity.
- Losses as a result of 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.
- Any loss involving the rental **vehicle** being used for hire, for commercial use, or as a public or livery conveyance.
- Theft of, or damage to, unlocked or unsecured **vehicles**.
- Value-added tax, or similar tax, unless reimbursement of such tax is required by law.
- Vehicles** rented in Republic of Ireland, Northern Ireland, Israel, Jamaica.
- Interest or conversion fees that are charged to you on the covered card by the financial institution.

I. How to file a claim:

- Call 1-800-MASTERCARD to request a claim form. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- You may choose to assign your benefits under this insurance program to the rental agency from which you you rented your vehicle. Please contact us or our **administrator** for further details.
- Submit the following documentation within one hundred and eighty (180) days of the incident or the claim will not be honored:
 - Completed and signed claim form.
 - Receipt showing the **vehicle** rental.
 - Statement showing the **vehicle** rental.
 - The **rental agreement** (front and back).
 - Copy of Your valid driver’s license (front and back).
 - Copy of the declarations page of any primary **vehicle** insurance and other valid insurance or coverage.
 - Police report when the **vehicle** is **stolen**, vandalized (regardless of the damage), or involved in a collision that requires the vehicle; to be towed, in a multi-**vehicle** collision, or the **vehicle** is not drivable.
 - Itemized repair estimate from a factory authorized collision repair facility.
 - Copy of the **vehicle** rental company promotion/discount, if applicable.
 - Copy of the **vehicle** rental location class specific fleet utilization log, if loss of use charges are being claimed. You must secure this log from the rental agency.
- Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

MR-CC-EOC (9.08)

Virginia Surety Company, Inc.
175 W. Jackson Blvd., Chicago, IL 60604

Final Legal Disclosure

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are purchased and provided free to you, but 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).

Extended Warranty and MasterRental coverage is provided under a Group Policy of insurance issued by Virginia Surety Company, Inc. This Guide to Benefits is intended as a summary of benefits provided to you. The attached Key Terms and EOC and all the information about the insurance benefits listed in this Guide to Benefits is governed by the conditions, limitations, and exclusions of the Group Policy.

Privacy Notice:

As the insurer of the **covered card** coverage described herein, Virginia Surety Company, Inc. (“VSC”) collects personal information about you from the following sources: Information the insurer gathers from you, from your request for insurance coverage or other forms you furnish to the insurer, such as your name, address, telephone number, and information about your transactions with the insurer such as claims made and benefits paid. The insurer may disclose all information it collects, as described above, to companies that perform administrative or other services on our behalf solely in connection with the insurance coverage you have received. The insurer does not disclose any personal information about former insureds to anyone, except as required by law. The insurer restricts access to personal information about you to those employees who need to know that information in order to provide coverage to you. The insurer maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information. Should you have any questions about the insurance procedures or the information contained within your file, please contact the insurer by writing to:

Compliance Department
Virginia Surety Company, Inc.
175 West Jackson Blvd., Chicago, IL 60604

Effective date of benefits:

Effective July 1, 2013, 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 at least sixty (60) days 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 between You and VSC 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 Your and Our 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, either You or VSC 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. You and VSC 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 You and VSC. Unless otherwise agreed to by You and VSC, 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 Illinois (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 every-thing 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 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.

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.**

CC-FLD (9.08)

Price Protection

Key Terms:

The Final Legal Disclosure is part of this agreement.

Throughout this document, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to Virginia Surety 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 1-800-MASTERCARD.

Auction (online or live) means a place or Internet site where items are sold through price bids, price quotes; or where prices fluctuate based on the number of people purchasing, or interested in purchasing a product. (Examples include, but are not limited to, Ebay, Ubid, Yahoo, public or private live auctions, etc.).

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.

Non-auction internet advertisements means advertisements posted on the Internet, by a non-Auction Internet merchant with a valid tax identification number. The advertisement must have been posted within sixty (60) days after the date you purchased the product and must be for the identical item (advertisement must verify same manufacturer and model number). The printed version of the Internet advertisement must include the merchant’s internet address and customer service telephone number, as well as the item including manufacturer, model number, sale price and date of publication.