

MasterCard Guide to Benefits

Benefits that are always with you

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. These programs and coverages apply to travel and retail purchases made on or after January 1, 2011. 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-MC-ASSIST, or en Español: 1-800-633-4466. "Card" refers to MasterCard® card and "Cardholder" refers to a MasterCard® cardholder.

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.

EW-CC-EOC (9.08)

Purchase Assurance Coverage

Evidence of Coverage

Pursuant to the below terms and conditions, when an item you bought with your **covered card** is **damaged** or **stolen** within ninety (90) days of purchase, you may be eligible for benefits under this coverage. Refer to Key Terms 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.

B. The kind of coverage you receive:

- Most items you purchase entirely with your **covered card** are covered if **damaged** or **stolen** for ninety (90) days from the date of purchase as indicated on your **covered card's** receipt.
- Items you purchase with your **covered card** and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage benefit.

C. Coverage limitations:

- Coverage is limited to the lesser of the following:
 - The actual cost of the item (excluding delivery and transportation costs).

- 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-MC-ASSIST 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.

- A maximum of \$1,000 per loss and a total of \$25,000 per **cardholder** account per twelve (12) month period.
- Purchases that are made up of a pair or set will be limited to the cost of repair or replacement of the specific item **stolen** or **damaged**. If the specific item cannot be replaced individually or repaired, the value of the pair or set will be covered not to exceed the limits above.
- Coverage for **stolen** or **damaged** jewelry or fine art will be limited to the actual purchase price as listed on your credit card statement, regardless of sentimental or appreciated market value.

D. What is NOT covered:

- Items left in public sight, out of arm's reach, lacking care, custody or control by the **cardholder**.
- Lost items, and items that mysteriously disappear (the only proof of loss is unexplained or there is no physical evidence to show what happened to the item) without any evidence of a wrongful act.
- Items that are **stolen** from any location or place (including, but not limited to, exercise facilities, places of employment, schools, or places of worship) due to the lack of due diligence by you or another party.
- Items lost, **stolen**, **damaged**, or mis-delivered while under the care, custody, and control of another party or common carrier (including, but not

limited to, airlines, the U.S. Postal Service, UPS, FedEx, or other delivery services).

- Losses due to normal wear and tear, misuse, gradual deterioration, and/or abuse.
- Losses resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Losses that cannot be verified or substantiated.
- Items covered by a manufacturer's recall or class action suit.
- Items that you **damage** through alteration (including, but not limited to, cutting, sawing, shaping).
- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- **Stolen** items without a documented report from the police.
- Items that are **damaged** during transport via any mode.
- Items **stolen** from the interior or exterior of a watercraft/boat, aircraft, motorcycle, automobile or any other motor vehicles.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Motorized equipment not designed for transportation and used solely for the upkeep and maintenance of a residence is eligible for coverage. (including, but not limited to, snow thrower, lawn mowers, and hedge trimmers).
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare, or precious metals, stamps, and coins, currency or its equivalent.
- Losses caused by insects, animals, or pets.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Items purchased for resale, rental, professional, or commercial use.
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods, or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, computer programs, operating software, and other software.

PA-CC-EOC (9.08)

Satisfaction Guarantee Coverage

The Final Legal Disclosure is part of this agreement.

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 Xchanging, 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-MC-ASSIST**.

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.

A. To get coverage:

You must purchase the new item entirely with your **covered card** and/or accumulated points from your **covered card** for yourself or to give as a gift.

B. The kind of coverage you receive:

- 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 a full refund in the event that you are dissatisfied with your purchase and the store will not accept the item for return.
- Items you purchase with your **covered card** and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage.

C. Coverage limitations:

Coverage is limited to the actual cost of the item (excluding taxes, storage, shipping, and handling costs), up to \$250 per claim. There is a maximum of four (4) claim(s) per cardholder per twelve (12) month period. In no event will we pay more than the purchase price of the item.

Items must be purchased from a store that provides a return or exchange policy of at least ten (10) days.

Items must be returned undamaged, in good working condition, and in its original and complete packaging. You are responsible for all mailing costs.

D. What is NOT Covered:

- Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or **damage** by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Losses caused by liquids, fluids, oils, chemicals, or bodily fluids/excretions.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- Items **stolen** or **damaged** at a new home construction site.
- Rented, leased, or borrowed items for which you will be held responsible.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- 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-MC-ASSIST** to request a claim form. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the date you report the claim:
 - Completed and signed claim form.
 - Repair estimate for **damaged** item(s).
 - Photograph clearly showing **damage**, if applicable.
 - Receipt showing purchase of covered item(s).
 - Statement showing purchase of covered item(s).
 - Report from police listing any items **stolen**.
 - Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renter's, or auto insurance policy).
 - Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

- Damaged, defective, or non-working items.
- 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, rare, one of a kind, or special order items.
- Professional services, including workmanship, installation, professional advice/counseling, and technical support, or help line.
- Items purchased for resale, professional, or commercial use.
- Plants, shrubs, animals, pets, consumables, and perishables.
- All types of stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, audio cassettes).
- 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, or structures.
- 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.
- Shipping charges, taxes, storage fees, postage, transportation and delivery charges; promised time frames of delivery.
- Products purchased at **auctions**.

E. How to file a claim:

- Call **1-800-MC-ASSIST** to request a claim form. You must report the claim within sixty (60) days of the date of purchase or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the date you report the claim:
 - Completed and signed claim form.
 - Receipt showing the purchased item(s).
 - Statement showing the purchased item(s).
 - Itemized purchase receipt(s).
 - Written documentation from the store manager or equivalent on store letterhead documenting the refusal to accept the returned item.
 - A copy of the store's return policy.
 - Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.
 - You must send the item to us or our **administrator** before any claim will be paid. Item must be returned in its original packaging along with the original owner's manuals and warranty information. You are responsible for

all mailing or shipping costs to us or our **administrator**. Items sent to us or **SG-CC-NT (9.08)**

our **administrator** will not be returned to you.

Master RoadAssist® Service

- If your car breaks down on the road while you are traveling in the 50 United States or the District of Columbia, just call **1-800-MC-ASSIST** and tell us where you are.
- We'll send someone to the rescue. This is not only reassuring, but it may also save you money because fees for many services (jump-starts, towing, gas delivery, tire changes) are pre-negotiated. Road service fees will be automatically billed to your MasterCard card account.
- You are responsible for emergency road service charges incurred by towing facilities responding to your dispatch, even if you are not with your

Travel Assistance Services

Rely on Travel Assistance Services when you're away from home. Travel Assistance Services are your guide to many important services you may need when traveling. Benefits are designed to assist you or your travel companions when you're traveling 50 miles or more from home.* This is reassuring, especially when you visit a place for the first time or do not speak the language. For services, call **1-800-MC-ASSIST**. Enrollment is automatic and the assistance service is free to cardholders. Please keep in mind that Travel Assistance Services is not insurance coverage and that you will be responsible for the fees incurred for professional or emergency services requested of Travel Assistance Services (for example, medical or legal bills). Travel Assistance Services are available worldwide, with the exception of those countries and territories which may be involved in an international or internal conflict or in those countries and territories where the existing infrastructure is deemed inadequate to guarantee service. You may contact us prior to embarking on a trip to confirm whether or not services are available at your destination(s).

Master Trip® Travel Assistance

- Before you begin your trip, MasterTrip provides information on travel requirements, including documentation (visas, passports), immunizations, or currency exchange rates. The exchange rate provided may differ from the exact rate that issuers use for transactions on your card. Information on exchange rates for items billed on your statement should be obtained from the financial institution that issued your card. MasterTrip also will help you locate any lost or stolen travel materials, including luggage. This is not an

MasterCard Global Service

MasterCard Global Service™ 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	1-800-120-113
Mexico	001-800-307-7309
Austria	0800-21-8235
Netherlands	0800-022-5821
France	0-800-90-1387
Poland	0-0800-111-1211
Germany	0800-819-1040

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.

Final Legal Disclosure

This Final Legal Disclosure 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).

Purchase Assurance and Extended Warranty coverage is provided under a Group Policy of insurance issued by Virginia Surety Company, Inc. This Final Legal Disclosure 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 Final Legal Disclosure 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

car (or it's gone) when the tow truck arrives. MasterCard International is not responsible or liable for the service the towing facility provides. Towing facilities are independent contractors, solely liable for their services.

- Emergency road service is not available in areas not regularly traveled, in "off-road" areas not accessible by ordinary towing vehicles, or for over one-ton capacity trailers, campers, or vehicles-in-tow.
- If you have a rental vehicle, be sure to call the car rental agency before you call **1-800-MC-ASSIST**, as many rental agencies have special procedures regarding emergency road service.

insurance policy for lost/stolen luggage and we do not reimburse you for a permanent loss.

- If you have a travel emergency and need cash, MasterTrip can arrange to transfer up to \$5,000 from a family member, friend, or business account.
- This service does not provide maps or information regarding road conditions.

Travel Services Medical Assistance

- Provides a global referral network of general physicians, dentists, hospitals, and pharmacies. We also can help you refill prescriptions with local pharmacists (subject to local laws).
- In the event of emergencies, a stateside physician or nurse can be contacted for consultation with the local medical staff and to monitor your condition. If you are hospitalized, we can arrange to have messages relayed home, transfer you to another facility if medically necessary; or have a family member or close friend brought to your bedside, if you have been traveling alone (at cardholder's expense). If a tragedy occurs, we'll assist in securing travel arrangements for you and your travel companion(s).

MasterLegal® Referral Service

- Provides you with English-speaking legal referrals or consultations with appropriate embassies and consulates regarding your situation.
- Will assist in transfers of up to \$5,000 in cash from a family member, friend, or business to cover legal fees or to post bail. There is no charge for referral services; however, legal and bail fees are your responsibility.

Portugal	800-8-11-272
Hungary	06800-1251
Spain	900-97-1231
Ireland	1-800-55-7378
United Kingdom	0800-96-4767
Italy	800-870-866
Virgin Islands	1-800-307-7309

For additional information, or for country-specific, toll-free telephone numbers not listed above, visit our Web site 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-MC-ASSIST** 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®, Maestro®, and Cirrus® brands. Also, visit our Web site at www.mastercard.com to use our ATM locator. You can get cash at over one million ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel.

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 January 1, 2011, this Final Legal Disclosure 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 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 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 Final Legal Disclosure are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt and/or possession of this Final Legal Disclosure does not guarantee coverage or coverage availability.

CC-FLD (9.08)

Key Terms

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

Key Terms:

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

Administrator means Xchanging, 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-MC-ASSIST**.

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.

KT-CC-EOC (9.08)

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

Evidence of Coverage (EOC) means the document describing the terms, conditions, and exclusions. The **EOC**, Key Terms, and 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.

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

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

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.

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