

Guide to Benefits for MasterCard® Cardholders

Price Protection



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.

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.

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).

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.

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.

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 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).

C. 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.

D. 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.

E. How to file a claim:

For a Printed Advertisement:

- Call **1-800-MC-ASSIST** 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:
 - Completed and signed claim form.
 - 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.
 - Receipt showing the item(s) was purchased.
 - Statement showing item(s) purchased and use of accumulated point.
 - Itemized purchase receipt(s).
 - 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-MC-ASSIST** to request a claim form. You must report the claim within thirty (30) days of the incident or the claim may not be honored.
- Submit the following documentation within sixty (60) days of the advertisement's publication:
 - Completed and signed claim form.
 - A copy of the non-auction advertisement that shows the date of the advertisement, Web site address, retailer name, the product (advertisement must verify same manufacturer and model number), sale price, and, if applicable, shipping, handling and other charges.
 - Receipt showing the item(s) was purchased.
 - Statement showing item(s) purchased.
 - Itemized purchase receipt(s).
 - Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

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Final Legal Disclosure



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This Final Legal Disclosure is not a policy or contract of insurance.

These non-insurance benefits are purchased and provided free to you, but may have associated costs, which will be your responsibility (for example, if you are required to return a purchased item to us, there may be shipping cost which are your responsibility).

Effective date of benefits: Effective January 1, 2011, this Final Legal Disclosure replaces all prior disclosures, program descriptions, advertising, and brochures by any party. We reserve the right to change the benefits and features of these programs at anytime. Notice will be provided for any changes.

Cancellation: We may cancel these benefits at any time or choose not to renew. If We cancel these benefits, you will be notified as soon as is practicable. These 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 contained in the agreement for that benefit.

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 and/or damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, 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 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: The agreement for these benefits requires binding arbitration if there is an unresolved dispute between You and VSC concerning your agreement. Under this Arbitration provision, You give up your right to resolve any dispute arising from the benefit agreement 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 of the benefit agreement. 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 the benefit agreement and all transactions contemplated by the benefit agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of the benefit agreement itself.

Due Diligence: All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property covered under these benefits. "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.

Other Insurance: The benefit agreement is secondary to any other applicable insurance or indemnity coverage available to You. The benefit under the benefit agreement is limited to only those amounts not covered by any other insurance or indemnity coverage. Your benefit agreement(s) for these benefits is/are subject to the conditions, limitations, and exclusions described in this document. In no event will the benefit agreement apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity policy/contract language.

In no event will these benefits apply as contributing insurance. The non-contribution clause will take precedence over the non-contribution clause found in any insurance or indemnity policy or contract.

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 benefits or benefit availability.

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