

MasterCard® Guide to Benefits for Credit Cardholders



MasterCard® Cardholder Core Credit Benefits + Travel Assistance Services

Important information. Please read and save.

This Guide to benefits contains detailed information about 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-MC-ASSIST**, 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

KEY TERMS:

The following Key Terms apply to the following benefit: Extended Warranty. 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-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.

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.

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

KT-CC-EOC (9.08)

EXTENDED WARRANTY

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-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.

EW-CC-EOC (9.08)

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 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-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 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 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.
 - 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.

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 MasterCard cardholder issued by a U.S. financial institution.

How can I access these services?

Simply contact **1-800 MC ASSIST** 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.
 - Assistance in notifying all three major credit reporting agencies to place an alert on the cardholder's credit report if needed and/or desired.
 - Assistance in obtaining a copy of the cardholder's credit report from the three major credit reporting 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.

Internet Monitoring: MasterCard is making available CS Identity's proprietary Internet surveillance technology that proactively detects stolen personally identifiable information (PII) and compromised confidential data online. At any point in time, the Internet Monitoring functionality is tracking thousands of websites and millions of data points, alerting Cardholders that their personal information is detected in a compromised position online. This information is being gathered in real-time, giving Cardholders the opportunity to react quickly and take the necessary steps to protect themselves. For enrollment, Cardholders will have to register online and provide their specific PII to be tracked as monitored elements.

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 to you, the named **<Card Name>** 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, CSIdentity Corporation, relies on the truth of statement made in the Affidavit or declaration from each cardholder.

This service is provided to eligible **<Card Name>** 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 <Card Name> 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 MC ASSIST**.

MASTERASSIST TRAVEL ASSISTANCE SERVICES

Rely on Travel Assistance Services when you're away from home. Travel Assistance Services is 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 visiting a place for the first time or not speaking the language. For services, call 1-800-MCASSIST. Enrollment is automatic and the assistance service is free to cardholders. Please keep in mind that you will be responsible for the fees incurred for professional or emergency services requested of Travel Assistance Services (e.g., 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 covered trip to confirm whether or not services are available at your destination(s).

MasterTrip® 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 will also help you locate any lost or stolen travel materials, including luggage. This is not an 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 can also 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 consults with appropriate embassies and consulates regarding your situation.
- Will assist in transfers 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.

MASTER ROADASSIST® ROADSIDE SERVICE

(Available only when traveling in the 50 United States and the District of Columbia)

- If your car breaks down on the road, just call 1-800- MCASSIST 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, and tire changes) are pre-negotiated. Road service fees will be automatically billed to your MasterCard account.
- You are responsible for emergency road service charges incurred by towing facilities responding to your dispatch, even if you are not with your vehicle (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 car, be sure to call the rental car agency before you call 1-800-MCASSIST, as many rental agencies have special procedures regarding emergency road service assistance.

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	Portugal – 800-8-11-272
Hungary – 06800-12517	Spain – 900-97-1231
Ireland – 1-800-55-7378	United Kingdom – 0800-96-4767
Italy – 800-870-866	Virgin Islands – 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 two million ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel.

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 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 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 January 1, 2014, 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 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 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)

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-MC-ASSIST, or en Español:
1-800-633-4466.**

Visit our Web site at www.mastercard.com.

