

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 AIG WarrantyGuard, 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 **Eligible Account** by the **Participating Organization** for the **Covered Card.**

Coverage Period means 30 days following the purchase date on Your receipt that You are eligible for coverage.

Covered Card means the Mastercard card issued under Your **Eligible Account.**

Covered Purchase means an item purchased by a **Cardholder** or **Authorized User** and paid for by using a **Covered Card,** subject to the exclusions set forth below.

Eligible Account means the account associated with a U.S. issued credit card, debit card, checking account, line of credit, loan, certificate of deposit, or other account that is eligible for coverage under the **Master Agreement.**

Evidence of Coverage (EOC) means the summary of benefits set forth below which describe the terms, conditions, limitations and exclusions of the coverage provided to You at no additional charge under the **Master Agreement**. Representations or promises made by anyone that are not contained in the **Master Agreement** are not part of Your coverage. In the event the **EOC**, Key Terms, or Legal Disclosures of this Guide to Benefits

conflict with the provisions of the **Master Agreement,** the terms of the **Master Agreement** govern Your coverage.

Master Agreement means the Price Protection Terms and Conditions entered between AIG WarrantyGuard, Inc. and Mastercard Insurance Master Trust

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 the defined Coverage Period 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.

Participating Organization means any corporation, partnership, proprietorship or other organized group which agrees to join the trust to which the **Master Agreement** is issued and pays the required fees on behalf of its **Cardholders** and **Authorized Users.**

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 the defined **Coverage Period** and must be for the identical item (advertisement must verify same manufacturer and model number).

Evidence of Coverage

Refer to Key Terms for the definitions of You, Your, We, Us, Our, and words that appear in bold. This **EOC** is subject to the Legal Disclosures set forth below.

A. To get coverage:

You must make a **Covered Purchase** 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 the **Coverage Period** from the purchase date, as indicated on Your receipt.

B. The kind of coverage You receive:

- Covered Purchases are covered for the Coverage Period applicable to Your Eligible Account for the difference between the documented price You paid and the documented lower price advertised.
- This coverage is secondary to any other applicable insurance or similar 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 similar 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 minimum claim amount of \$50 and a maximum of four (4) claim(s) per Eligible Account per twelve (12) month period.
- This **EOC** is not an insurance policy, warranty, or service contract.

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.
- For consumer cards items purchased for resale, rental, professional, or commercial use.
- For commercial cards items purchased for resale such as professional inventory or work-related material.
- 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.
- $\bullet \ {\it Customized/personalized}, one-of-a-kind, or special-order items.$
- 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 the Coverage Period.
- 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-ofbusiness 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 helpline.
- 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:

- Visit www.mycardbenefits.com or call 1-800-Mastercard to open a claim. 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:
- 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 points.
- 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:

- Visit **www.mycardbenefits.com** or call **1-800-Mastercard** to open a claim. 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:
- 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.

Legal Disclosure

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

Benefits are provided to You, the **Cardholder,** at no additional charge.

The benefits are provided under a **Master Agreement** issued by AIG WarrantyGuard, Inc. This Guide to Benefits is a summary of benefits provided to You. The attached Key Terms and **EOC** are governed by the **Master Agreement.**

Effective date of benefits: This Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The contract holder and the obligor reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

Cancellation: The contract holder can cancel these benefits at any time or choose not to renew the benefit for all **Cardholders.** If the contract holder cancels these benefits, You will be notified in advance. If We terminate, cancel or choose not to renew the **Master Agreement,** You will be notified as soon as is practicable. Coverage will still apply for any benefits You were eligible for prior to the date of such termination, cancellation or non-renewal, subject to the terms and conditions contained herein.

Benefits to You: These benefits apply only to **Eligible Accounts** issued in the United States. 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 You shall have



any legal or equitable right, remedy, or claim for benefits 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 **Eligible Account** is suspended or cancelled, subject to the terms and conditions of coverage.

Transfer of rights or benefits: The coverage is not assignable, but the benefits may be assigned.

Intentional Misrepresentation and Fraud: If any request for benefits made under the Master Agreement is determined to be fraudulent, or if any fraudulent means or devices are used by You or anyone qualifying to obtain benefits under the Master Agreement, all benefits will be forfeited. No coverage is provided if You or anyone qualifying for coverage does the following: (1) conceals or misrepresents any fact upon which We rely, if the concealment or misrepresentation is material and is made with the intent to deceive, or (2) conceals or misrepresents any fact that contributes to the loss.

Subrogation: If payment is made under these benefits, We are entitled to recover such amounts, to the extent of Our payments, from other parties or persons. Any party or person who receives payment under these benefits must transfer to Us 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.

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AIG WARRANTYGUARD'S TOTAL LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY), OR OTHERWISE), ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL NOT EXCEED THE MAXIMUM CLAIM LIABILITY WITH RESPECT TO CLAIMS MADE IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

The Obligor shall not be deemed to provide coverage, and the Obligor shall not be liable to pay any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the Obligor, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

Severability of Provisions: If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. **Receipt and/or possession of this Guide to Benefits does not guarantee coverage or coverage availability.**

This Guide to Benefits is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the **Master Agreement**, the **Master Agreement** shall control. Provision of services is subject to availability and applicable legal restrictions.

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