



## **Buyer's Protection and Extended Warranty**

This Guide to Benefits describes the benefit in effect as of the date your financial institution elected this coverage. This benefit description supersedes any prior benefit description you may have received earlier. Please read and retain for your records.

### **Who is eligible for this protection?**

Your eligibility is determined by the date your financial institution enrolled your account in these benefits.

### **Buyer's Protection**

Subject to the terms and conditions provided in this Guide to Benefits, Buyer's Protection protects new items of personal property against theft, damage due to fire, accidental breakage, or involuntarily and accidentally parting with the item (for purposes of this coverage, this means the unintentional separation from an item of personal property, where the item's location is known but recovery is impractical to complete) within the first 90 days after the date of purchase, provided the item is purchased entirely with your eligible account.

Buyer's Protection will replace, repair or reimburse you up to the original purchase price, less shipping and handling charges, up to a maximum of \$2,500 per claim and a maximum of \$50,000 per account per year. Simply call our Benefit Administrator within 45 days of the loss or damage and submit a claim form. Friends and family members who receive your gifts may also be protected.

### **Limits**

Buyer's Protection applies to the first 90 calendar days after purchase of the product anywhere in the United States, Puerto Rico or the U.S. Virgin

Islands. Coverage includes all new purchases unless otherwise excluded, where the entire purchase price of the product is paid using an eligible account.

Additionally, claims are subject to a \$2,500 maximum per occurrence and there is an annual maximum of \$50,000 per account per year. This coverage is excess of any other insurance you may have, and this coverage will pay only after all other insurance has been exhausted.

### **Extended Warranty**

Subject to the terms and conditions provided in this Guide to Benefits, Extended Warranty doubles the time period of an original manufacturer's written U.S. warranty up to one additional year, provided the entire purchase price of the item is paid using an eligible account. Extended Warranty covers new purchases having a manufacturer's United States warranty of 5 years or less, unless otherwise excluded.

If a covered purchase ceases to operate satisfactorily and requires repair during the period covered by this benefit, Extended Warranty may repair or replace the defective product, but for no more than the original purchase price of the product as recorded on the sales receipt, and less shipping and handling charges, up to a maximum of \$2,500 per claim and a maximum of \$50,000 per account per year. All replacements will be made with products of similar quality and kind.

### **Limits**

Extended Warranty doubles the life of the repair period on the original manufacturer's U.S. warranty up to one year. A claim for repair service for a product must occur after the expiration of the original manufacturer's warranty, for a period of time double the original manufacturer's warranty, but not to exceed one year.

Additionally, claims are subject to a \$2,500 maximum per occurrence and there is an annual maximum of \$50,000 per account per year. This coverage is excess of any other insurance or service contract you may have, and this coverage will pay only after all other insurance has been exhausted.

### **Exclusions**

There is no coverage under Buyer's Protection or Extended Warranty for the following: Animals and living plants ♦ Antiques or collectible items ♦ Boats, aircraft, automobiles, and any other motorized vehicles including trailers and other similar vehicles that can be towed by or attached to any motorized vehicle ♦ Items purchased for resale, professional or commercial use ♦ Items stolen from automobiles or other vehicles or common carriers ♦ Items under the care and control of a common carrier (including U.S. Postal Service, airplanes, or delivery service) ♦ Losses resulting from abuse, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion, insurrection, or terrorist activities), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects ♦ Perishables or consumables including, but not limited to, perfumes, cosmetics, and limited-life items such as rechargeable batteries ♦ Real estate and items which are intended to become part of real estate including, but not limited to, items that are hard-wired or hard-plumbed, garage doors, garage door openers, and ceiling fans ♦ Traveler's checks, cash, tickets, credit or debit cards, and any other negotiable instruments ♦ Used or pre-owned items ♦ Broken items, unless a result of a covered occurrence ♦ Items that are lost or that "mysteriously disappear," meaning that the item(s) vanished in an unexplained manner without evidence of a

wrongful act by a person or persons ♦ Items including, but not limited to, jewelry and watches stored in your baggage unless the baggage is hand-carried and under your personal supervision, or under the supervision of a traveling companion whom you know.

### Claims Procedure

To file a claim, simply report the loss to the Benefit Administrator at 1-866-210-0361. Failure to notify the Benefit Administrator within 45 days from the date of loss may result in denial of the claim.

The Benefit Administrator should receive your claim by mail or by telephone. The Benefit Administrator will, within 10 days of receipt of your request, mail a claim form to be completed and returned with the requested documentation of loss and other information. You must complete the claim form and provide all requested information as instructed on the claim form no later than 90 days from the date of loss. **Please note that you may be asked to send in, at your expense, the damaged item in order to substantiate your claim.**

The customer shall be responsible for the delivery and pick-up cost of the product to any service center, as required by the Claim Administrator. When a claim is paid, upon request of the Claim Administrator, the claimant shall transfer the legal right to recover from the party responsible for the loss or damage to any party designated by the claims party. Valid claims will be satisfied either by repairing or replacing (if irreparable) the failed product. Payment will not exceed the total original purchase price which was purchased with an eligible account, subject to a maximum amount of \$2,500 per claim and \$50,000 per account per year. Failure to promptly notify the Benefit Administrator of a loss, to promptly and fully complete and submit the loss report and follow all the claims procedures and instructions, may result in denial of claim.

Prior to proceeding with any repairs, you must obtain approval of the repairs from the Claims Administrator. Failure to notify and obtain approval prior to having repairs done may result in denial of the claim.

### ADDITIONAL PROVISIONS FOR BUYER'S PROTECTION AND EXTENDED WARRANTY

These benefits apply only to you, the eligible account holder, and to whomever receives the eligible gifts you purchase with your eligible account.

You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by these benefits. This provision will not be unreasonably applied to avoid claims.

If you make any claim knowing it to be false or fraudulent in any respect including, but not limited to, the cost of repair services, no benefit shall exist for such claim and your benefits may be canceled. Each account holder agrees that any representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact by the account holder.

Once you report an occurrence, a claim file will be opened and shall remain open for six (6) months from the date of damage, theft or product failure. No payment will be made on a claim that is not completely substantiated in the manner required by the Claims Administrator within six (6) months of the date of damage, theft or product failure.

After the Claims Administrator has paid your claim of loss or damage, all your rights and remedies against any party in respect of this loss or damage will be transferred to the Claims Administrator to the extent of the payment made to you. You must give the Claims Administrator all assistance as may reasonably be required to secure all rights and remedies.

No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.

This benefit is provided to eligible account holders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, or statement messages. The benefits in this Guide to Benefits will not apply to account holders whose accounts have been suspended or cancelled.

Termination dates may vary by financial institution. Your financial institution can cancel or non-renew the benefits for account holders, and if they do, they will notify you at least thirty (30) days in advance. This information describes the benefit provided to you as a covered account holder. Indemnity Insurance Company of North America ("Provider") is the underwriter of these benefits and is solely responsible for its administration and claims. The Benefit and/or Claims Administrator provides services on behalf of the Provider.

**For general questions regarding this benefit, call the Benefit Administrator at 1-866-210-0361.**