

Effective 4/15/21
Terms and Conditions

Purchase Security

Life is full of surprises... some good surprises; and some, not so good.

For instance, Your son's brand new iPad got soaked, in a sudden rainstorm at summer camp. But, You bought the item with Your card so, You may be covered.

Purchase Security protects new retail purchases made with Your eligible Account and/or rewards programs associated with Your covered Account within the first ninety (90) days from the date of purchase. To be eligible for this coverage, You need to purchase either a portion or the entire cost of the item using Your Account and/or rewards program associated with Your covered Account.

At the Benefit Administrator's discretion, this benefit replaces, repairs, or reimburses You, up to the total purchase price of Your item for a maximum of ten thousand dollars (\$10,000.00) per claim and fifty thousand dollars (\$50,000.00) per cardholder, in the event of theft or damage.

You are eligible for this benefit if You are a cardholder of an eligible card issued in the United States. Gifts purchased for friends and family members may also be covered if they are purchased with Your covered Account and/or rewards program associated with Your covered Account.

Purchase Security covers

Eligible items of personal property purchased with Your Account and/or rewards program associated with Your covered Account are covered for damage or theft. Purchases made outside the United States are also covered as long as You purchased the item with Your covered Account and/or rewards program associated with Your covered Account.

Purchase Security does *not* cover

- Animals and living plants
- Antiques or collectible items
- Boats, aircraft, automobiles, and any other motorized vehicles and their motors, equipment, or accessories, including trailers and other items towable or attachable to any motorized vehicle
- Broken items, unless the result of a covered occurrence
- Computer software
- Items purchased for resale, either professional or commercial use
- Items that are lost, or that "mysteriously disappear," meaning they vanished in an unexplained manner, with no evidence of wrongdoing by one person or several
- Items under the control and care of a common carrier (including the U.S. Postal Service, airplanes, or a delivery service)
- Items in Your baggage (unless hand carried, or under Your supervision or that of a companion You know); includes jewelry and watches, among other things
- Theft or damage stemming from abuse, fraud, hostilities (war, invasion, rebellion, insurrection, terrorist activities, and more); confiscation by authorities (if contraband or illegal); normal wear and tear; flood, earthquake, radioactive contamination; damage from inherent product defects
- Theft or damage from misdelivery, or voluntarily parting with property
- Medical equipment
- Perishable or consumable items, including cosmetics, perfumes, rechargeable batteries, among others
- Real estate and items intended for real estate, including hard-wired and hard-plumbed items, garage doors and openers, ceiling fans, among other items

- Rented and leased items
- Traveler's checks, cash, tickets, credit or debit cards, among other negotiable purchased instruments
- Items used or pre-owned (Refurbished items will not be considered used or pre-owned as long accompanied by a warranty)
- Losses caused by or resulting from a Cyber Incident

Filing a Purchase Security claim

Call the Benefit Administrator at 1-888-221-3289, within sixty (60) days of the damage or theft **(if You wait longer, coverage may be denied)**. The Benefit Administrator will ask for some preliminary claim information, answer Your questions and send You a claim form. When You submit Your claim, be sure to include all information regarding Your claim including the time, place, cause and the amount to either replace or repair the item.

If You have insurance (homeowner's, renter's, car, employer or any other), You are required to file a claim with Your insurance company and to submit a copy of any claim settlement from Your insurance company along with Your claim form. Purchase Security provides coverage on an "excess" coverage basis, meaning it does not duplicate coverage, but pays for a loss only after valid and collectible insurance or indemnity (including, but not limited to, homeowner's, renter's, automobile, or employer's insurance policies) has been exhausted. At that point, Purchase Security will cover the loss up to the amount charged to Your eligible Account, subject to the terms, exclusions, and limits of liability of the benefit.

This benefit also pays for the outstanding deductible portion of Your insurance or indemnity for eligible claims. The maximum total limit of liability is up to ten thousand dollars (\$10,000.00) per claim occurrence and fifty thousand dollars (\$50,000.00) per cardholder. You will receive no more than the purchase price as recorded on the eligible card receipt.

When a protected item is part of a pair or set, You will receive no more than the value (as described above) of the particular part or parts, stolen or damaged, regardless of any special value that item may have as part of such a pair or set, and no more than the proportionate part of an aggregate purchase price of such pair or set.

For faster filing, or to learn more about Purchase Security, visit
www.cardbenefitservices.com

Gift recipients may file their own claims, if they have the necessary substantiating documents.

Please submit the following documents:

- Your signed and completed claim form
- A copy of Your monthly billing statement (showing the last four [4] digits of the Account number) demonstrating that the purchase was made on Your eligible Account and/or rewards program associated with Your covered Account
- If more than one method of payment was used, please provide documentation as to additional currency, voucher, points or any other payment method utilized
- A copy of the itemized store receipt demonstrating that the purchase was made on Your eligible Account and/or rewards program associated with Your covered Account
- Copy of the documentation of any other settlement of the loss (if applicable)
- If the item is repairable, the estimate of repair OR a copy of the paid receipt/invoice for the repairs, indicating the type of damage to the claimed item (if applicable)
- A copy of a police report (in the case of theft), fire report, or other incident report **made within forty-eight (48) hours or as soon as reasonably possible of the occurrence**. All losses must be substantiated. If the loss was not reported, please contact the Benefit Administrator to determine if there may be other documentation that can be provided to determine your eligibility for Purchase Protection

- Any other documents necessary to substantiate Your claim

In some cases of damage, You will be asked to send, **at Your expense**, the damaged item along with Your claim in order to substantiate the claim, so make sure to keep the damaged item in Your possession.

PLEASE NOTE: Your maximum recovery under the Purchase Security Benefit is the purchase price of the item, not to exceed the coverage limit.

Please return Your signed and completed form with all documentation within ninety (90) days of the date of theft or damage.

How will I be reimbursed?

Once You've met the conditions of this benefit, the Benefit Administrator will resolve Your claim in one of two ways:

- A damaged item may be repaired, rebuilt, or replaced, while a stolen item will be replaced. Typically, You will receive notice about this decision within fifteen (15) days upon receipt of Your claim documentation.
- You may receive payment to replace Your item, an amount not more than the original purchase price, less shipping and handling charges, up to ten thousand dollars (\$10,000.00) per claim and fifty thousand dollars (\$50,000.00) per cardholder. You will only be reimbursed up to the dollar amount to replace or repair the item or the program limit, whichever is less. Under normal circumstances, reimbursement will take place within five (5) business days.

Definitions for Purchase Security

Account means Your credit or debit card Accounts.

Computer Programs means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

Cyber Incident means any of the following acts:

- (a) unauthorized access to or use of Your Digital Data or Covered Purchase;
- (b) alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, deletion, erasure, loss of use or destruction of Your Digital Data or Covered Purchase;
- (c) transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against Your Digital Data or Covered Purchase;
- (d) restriction or inhibition of access to or directed against Your Digital Data or Covered Purchase;
- (e) computer errors, including human operating error or omission; power failure, surge, or diminution of electronic systems; or mistakes in legitimate electronic code or damage from code installed on a Covered Purchase during the manufacturing process, upgrade process, or normal maintenance.

Digital Data means information, concepts, knowledge, facts, images, sounds, instructions, or Computer Programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. Digital Data shall include the capacity of a Covered Purchase to store information, process information, and transmit information over the Internet.

Eligible Person means a cardholder who pays for their purchase by using their eligible Account and/or rewards program associated with their covered Account.

You or Your means an Eligible Person who used their eligible Account to purchase the item and/or rewards program associated with their covered Account.

Additional provisions for Purchase Security

- Signed or pinned transactions are covered as long as You use Your eligible Account to secure the transaction.
- You shall do all things reasonable to avoid or diminish any loss covered by this benefit. 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, no coverage shall exist for such claim, and Your benefit may be cancelled. Each cardholder agrees that 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.
- 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 cardholders 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, statement messages or electronic notification. The benefits described in this Guide to Benefits will not apply to cardholders whose Accounts have been suspended or cancelled.
- Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefits for cardholders, and if they do, they will notify You at least thirty (30) days in advance. Indemnity Insurance Company of North America (“Provider”) is the underwriter of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.
- After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of the payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.
- This benefit does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the provision of insurance, including, but not limited to, the payment of claims

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For more information about the benefit described in this guide, call the Benefit Administrator at 1-888-221-3289.