

## 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 \$25 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.
- 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-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 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](http://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:
  - o 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.
  - o Receipt showing the item(s) was purchased.
  - o Statement showing item(s) purchased and use of accumulated points.
  - o Itemized purchase receipt(s).
  - o 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](http://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:
  - o 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.
  - o Receipt showing the item(s) was purchased.
  - o Statement showing item(s) purchased.
  - o Itemized purchase receipt(s).
  - o 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.



Merrick Bank

# Merrick Bank Mastercard® Guide to Benefits

## Mastercard® ID Theft Protection™

### Program Description:

Mastercard ID Theft Protection alerts you to possible identity theft by monitoring the surface, dark and deep web, searching for compromised credentials and potentially damaging use of your registered personal information. It also provides you with resolution services should you find yourself a victim of identity theft.

### Eligibility:

All Mastercard consumer credit cardholders in the US are eligible for this coverage. Enrollment is required.

### Service Provider:

ID Theft Protection is provided by Generali Global Assistance, Inc. More information about this service provider is available at:

<https://mastercardus.idprotectiononline.com/>.

### Access:

To receive ID Theft Protection, you must enroll at: <https://mastercardus.idprotectiononline.com/>. ID Theft Protection is provided on a 24-hour basis, 365 days a year. Contact **1-800-Mastercard** if you believe you have been a victim of identity theft.

### Charges:

There is no charge for ID Theft Protection, it is provided by your financial institution.

### Program Provisions for Mastercard ID Theft Protection:

To receive ID Theft Protection, you must enroll as described above and such benefits related to ID Theft Protection accrue as of the date of enrollment. Mastercard ID Theft Protection is governed by the terms provided in this Guide to Benefits and the Terms and Conditions and Terms of Service available at: <https://mastercardus.idprotectiononline.com/>.

The terms and conditions contained in this Guide to Benefits may be modified by subsequent 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 Mastercard cardholders, you will be notified within 30–120 days before the expiration of the service agreement. In the event substantially similar service takes effect without interruption, no such notice is necessary. For general questions regarding these services, please contact **1-800-Mastercard** or please see <https://mastercardus.idprotectiononline.com/>.

### ID Theft Protection Services Provided:

#### 1. DETECT POTENTIAL IDENTITY AND FRAUD THREATS

##### Personally Identifiable Information (PII)

**Compromised Credentials** monitors for a combination of email address /username /password /security questions located within:

- Hacker account dump sites
- Hacktivist forums
- Data leaks
- Malware logs

Alerts are sent with event details, also listed within resolution console and most often includes source of breach (from where the data was harvested).

**High-Risk Transactions** monitors a Consumer’s high-risk transactions with more than 300 of the nation’s largest companies to uncover and thwart account takeover attempts. Knowledge-Based Authentication (questions only an individual should know about themselves such as what street they lived on in 2009) used by organizations across industries limits the risk of identity theft or account takeover. Alerts are sent when a series of knowledge-based authentication questions are generated to validate the Consumer’s identity (i.e. when accessing a credit report). Monitored transactions include:

- Credit cards
- Bank accounts
- Brokerage accounts
- Healthcare portals
- Workplace intranets
- Other services (e.g. peer-to-peer fund transfers)

**Dark Web Monitoring** provides monitoring of underground web pages people can visit without third parties being able to trace the location of the web visitors or the web page publisher. Dark web sites make up about .01% of the Internet and are intentionally hidden or protected by encryption technologies and not accessible via standard web browsers.

### Credit Information

**Single Bureau Credit Monitoring** monitors a Consumer’s TransUnion credit file for changes that could indicate fraud such as new credit inquiries, an address change or new credit account(s) opened in their name. In order to use this service, Consumers must provide some personal information, such as name, address, date of birth, and SSN, and undergo either digital verification via text or knowledge-based authentication.

### Important information. Please read and save.

This Guide to Benefits contains detailed information about the benefits you can access as a preferred cardholder. This Guide supersedes any Guide or program description you may have received earlier. For more information on any of these services, call the Mastercard Assistance Center at **1-800-Mastercard: 1-800-627-8372**, or en **Español: 1-800-633-4466**.

“Card” refers to Mastercard® card and “Cardholder” refers to a Mastercard® cardholder.

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ID Theft Protection sends alert notification emails, such as change of address alerts, anytime potentially unauthorized inquiries or suspicious activities on Consumer’s credit file are detected so they can take immediate action to minimize damage.

### Additional Information

**Small Business ID Theft Protection** upgrades ID Theft Protection identity monitoring services by adding URL and Domain monitoring to the existing list of monitored items. URL and Domain monitoring searches for the Consumer’s business URL and domain (limited to 10 domains) within corporate data breaches, malicious third-party botnets and criminal forums.

### 2. RECEIVE ALERTS OF SUSPICIOUS ACTIVITY

- Email Addresses
- Debit/Credit Cards
- Loyalty/Affinity Cards
- Bank Account Numbers
- Passport Numbers
- Medical and Vehicle Insurance Cards
- Drivers Licenses
- National Identity Numbers/Social Security Numbers
- New Lines of Credit
- Address Changes

### 3. RESOLVE IDENTITY THREATS WITH SELF-SERVICE RESOLUTION OR SPECIALIST SUPPORT

**Self-Service ID Theft Resolution Kit** is a self-service resolution document which informs Consumers of the different forms of ID theft, and how to resolve each situation. Resolution tools in the kit include preventive measures, step-by-step guides and sample letters to be sent to collection agencies.

**Access to Resolutions Specialists** which assigns a personal case manager to help take care of everything.

**Self-Service ID Theft Wizard** provides step-by-step advice for many identity theft scenarios that Consumers may face. All ID Theft Protection users have access to the Identity Theft Protection Kit found in the Profile section of their portal, which explains the many forms of identity theft and provides protective measures anyone can take to limit their risk. The kit also contains a Federal Trade Commission sample affidavit form, as well as sample letter templates for filing disputes in cases of identity theft or fraud.

