

Virginia Surety Company, Inc.
175 W. Jackson Blvd., Chicago, IL 60604

Key Terms

The following Key Terms apply to the following benefits: Extended Warranty.

Key Terms:

Throughout this document, You and Your refer to the **cardmember** or **authorized user** of the **covered card**. We, Us, and Our refer to Virginia Surety Company, Inc.

Administrator means TWG Innovative Solutions, 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 1-800-569-6317.

Authorized User means an individual who is authorized to make purchases on the **covered card** by the **cardmember** and is recorded by the Participating Organization on its records as being an **authorized user**.

Cardmember means the person who has been issued an account by the Participating Organization for the **covered card**.

Covered card means the **Dillard's American Express® Card**.

Evidence of Coverage (EOC) means the document describe 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

Evidence of Coverage

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 the **Administrator** at 1-800-569-6317 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 designated representative to validate a claim.

EW-CC-EOC (9.08)

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 11/08/2014, 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 **cardmembers**. 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 **cardmembers** 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 **cardmember** 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 **cardmember** 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). 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 cardmember 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 **cardmember**.

Salvage: If an item is not repairable, the claim **administrator** may request that the **cardmember** or gift recipient send the item to the **administrator** for salvage at the **cardmember'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.**

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