

# MorganStanley

## Morgan Stanley Debit Card

### Terms and Conditions

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## I. Morgan Stanley Debit Card Cardholder Agreement

### A. About Your Account and This Agreement:

By accepting the Morgan Stanley Debit Card which is a World Debit™ MasterCard®, you agree to be bound by the terms and conditions set forth in this Agreement. These Morgan Stanley Debit Card Terms and Conditions (the “Agreement”) are an addendum to your Active Asset Account (“AAA”), Business Active Asset Account (“Business AAA”) or Premier Cash Management Account (collectively, the “Account Agreement”), and set forth the additional terms and conditions applicable to your use of the Morgan Stanley Debit Card (the “Debit Card”) issued with respect to your Account Agreement. Certain terms not defined in this Agreement shall have the meaning set forth in your Account Agreement. In the event of any conflict between this Agreement and your Account Agreement, the terms of this Agreement shall apply to your use of your Morgan Stanley Debit Card.

### B. Debit Card:

You have requested that one or more Debit Cards be issued for your Account. In this Agreement, the provider that Morgan Stanley has chosen to provide Debit Cards is called the “Issuer”. Morgan Stanley Debit Cards are currently issued by Morgan Stanley Private Bank, National Association, a national banking association headquartered in Purchase, New York (“Issuer”). Morgan Stanley retains the right to designate a substitute Issuer or alternative service provider from time to time. Morgan Stanley Smith Barney LLC (“MSSB”) has entered into agreements with licensed banks and other third parties to make accessible certain banking-related products and services. The terms “we,” “our” and “us” are used in this Agreement to refer to MSSB and not to the Issuer or our third party service providers. The term “Account” used in this Agreement includes your AAA, Business AAA and Premier Cash Management Account.

#### 1. Debit Card Usage

You must activate your Debit Card upon receipt in order to enable it to be used to initiate transactions.

The Debit Card may be used to access Available Funds in your Account through automated teller machines (“ATMs”) that are part of the MasterCard®, Maestro® or STAR® networks, to purchase goods and services or obtain cash from merchants displaying the MasterCard, Maestro or STAR logo, and to obtain cash at eligible financial institutions displaying the MasterCard, Maestro or STAR logo. You authorize us to deduct the amount of these Debit Card transactions from your Account. If you attempt to use your Debit Card and the merchant, financial institution or other third party is unable to obtain authorization from us for any reason, you may not be able to complete the transaction, even if it would not exceed your Authorized Limit or the limitations contained in this Agreement. Use of your Debit Card is subject to the terms of your Account Agreement, this Agreement, applicable law and federal regulations and any applicable requirements of the issuer of the Debit Card. We may suspend or cancel the use of your Debit Card and the privileges associated with it at any time for any reason and without prior notice to you, including prohibiting you from using your Debit Card to directly or indirectly purchase securities. If you want to cancel your Debit Card, you must notify us. We may advise third parties that your Debit Card has been canceled.

If your Account is terminated or your Debit Card is canceled or it expires, you may no longer use it and you must destroy it or, if we request, return it to MSSB. We may hold funds or securities in your Account until you have notified us in writing that your Debit Card has been destroyed.

If we agree to reinstate your Debit Card after cancellation, the new agreement we send you (or, if we do not send a new agreement, this Agreement, as amended) will govern your reinstated Debit Card.

#### 2. Debit Processing

The Debit Card is not a credit card. We process Debit Card transactions as they are received from merchants and financial institutions and will adjust your Authorized Limit accordingly as each transaction occurs.

### 3. Additional Cardholders

Upon your request, and at our sole discretion, you may authorize additional cardholders (“Additional Cardholders”) to your account. Contact your

Financial Advisor or Private Wealth Advisor to obtain information about authorizing Additional Cardholders.

In consideration of so doing, you hereby agree to hold us harmless and indemnified from and against any and all loss, costs, damage and expense, including court costs and attorneys’ fees, that you may sustain by virtue hereof. You authorize the Additional Cardholder to use the Debit Card and agree that you are personally liable and responsible for (i) Additional Cardholder’s use of the Card; (ii) all financial and other transactions performed with the Debit Card or Card number; and (iii) all other obligations of that Additional Cardholder relating to your Debit Card. If the Additional Cardholder that you authorize to use the Debit Card allows someone else to use it, you agree that all uses, transactions and obligations of that person will be deemed to be those of the Additional Cardholder, and that you will be liable for those transactions and obligations as well.

You represent that the information you provide to Morgan Stanley regarding Additional Cardholders is accurate. You authorize us to verify this information and to obtain reports from unaffiliated third parties such as consumer reporting agencies. You authorize us and our affiliates and subsidiaries to share information we have about Additional Cardholders at any time for marketing, verification and administrative purposes as permitted by law.

The Debit Cards issued to Additional Cardholders may be canceled by you or us at any time, for any reason. You must notify us if you wish to cancel an Additional Cardholder’s use of your Debit Card, by calling Customer Service at the number on the back of your Debit Card. We are not responsible for any losses from the use of your Debit Card by Additional Cardholders prior to processing your request for cancellation of the Additional Cardholder’s Debit Card.

### 4. Debit Card PIN Number

If you wish to use the Debit Card at an ATM as well as at certain merchants, including merchants equipped with chip enabled terminals, you will need a Debit Card Personal Identification Number (“PIN”). You can establish or change your Debit Card PIN by calling Customer Service at the number on the back of your Debit Card. To protect against unauthorized use of your Debit Card, you should follow the instructions provided under “Debit Card Security” below.

### 5. Transactions Outside the United States

For transactions in the MasterCard, Maestro and STAR networks that are denominated in currencies other than U.S. dollars, MasterCard, Maestro and STAR will convert the transaction into a U.S. dollar amount. Generally, MasterCard’s, Maestro and STAR’s conversion rates employ a government-mandated rate or a wholesale rate obtained by MasterCard, Maestro and STAR. The conversion rate changes from time to time and the rate in effect on the transaction processing date may differ from the rate in effect on the purchase date or your statement posting date. We charge you a fee of two percent (2%) of the converted transaction amount. For information about the current conversion rate at MasterCard, call 1-800- 300-3069. If a transaction is converted to U.S. dollars before it is entered into the MasterCard, Maestro or STAR network, the conversion rates, fees and charges of the entity that did the conversion will apply. We also charge you a fee of two percent (2%) on transactions in U.S. dollars made outside the United States. The two percent (2%) foreign transaction fee is not charged to Premier Cash Management Accounts.

Due to illegal or fraudulent activity initiated in certain international jurisdictions, we will block or restrict international debit card usage or transactions in certain countries at our discretion. If you have questions, before using your Debit Card outside of the United States, please contact us by calling the number on the back of your Debit Card.

**6. Replaced or Newly Issued Debit Cards**

When your Debit Card is replaced, or a new Debit Card is issued, the Debit Card number or expiration date may change. If you have authorized use of your Debit Card information to have your Account automatically debited on a recurring or periodic basis, you should provide the party using the Debit Card information with your new Debit Card number or expiration date in order to permit the automatic debits to continue.

**7. Assignment of Claims**

If you dispute a Debit Card transaction and we credit your Account for all or part of such disputed transaction, we automatically succeed to, and you are automatically deemed to assign and transfer to us any rights and claims (excepting tort claims) that you have, had or may have against any third party for an amount equal to the amount we credited to your Account. After we credit your Account, you agree that, unless we consent in writing, you will not pursue any claim against or reimbursement from such third party for the amount that we credited to your Account, and that you will cooperate with us (including completing any requested documentation) if we decide to pursue the third party for the amount credited. If we do not issue you a credit, any claims concerning property or services purchased with your Debit Card must be resolved between you and the third party.

**8. Transaction Limitations**

In addition to the restrictions imposed by your Authorized Limit, based on your Account status, certain transaction limitations may apply to your use of your Debit Card. Single transaction limitation for ATM withdrawals could be up to \$1,500. Daily transaction limitation could be up to \$5,000 for ATM withdrawals. Cash withdrawals are limited to the available cash and margin balance; additional identification may be required.

In addition to such limitations and those imposed by your Authorized Limit, the number and dollar amount of your transactions may be limited by another financial institution, an ATM operator or merchant where you use your Debit Card. Among other things, such limitations may affect the number of times in one day you can use your Debit Card and the amount you are able to withdraw or use for merchandise purchases. We or the Issuer also may impose transaction limits without notice to you for security reasons.

**9. Digital Wallets**

You can add your Debit Card to a Digital Wallet (“Wallet”) by following the instructions of the Wallet provider (for example, Apple Pay™). When you add your Debit Card to a Wallet, the Wallet allows you to use your Debit Card to enter into transactions where the Wallet is accepted. The Wallet may not be accepted at all places where your Debit Card is accepted. You should contact the Wallet provider on how to remove your Debit Card from the Wallet.

We do not charge you any additional fees for adding your Debit Card to a Wallet or using your Debit Card in a Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees.

We are not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. We are not responsible for any failure of the Wallet or the inability to use the Wallet for any transaction. We are not responsible for the performance or non-performance of the Wallet provider or associated third party that may impact your use of the Wallet.

**10. Fees**

The Debit Card carries no annual fee. When you use your Debit Card at an ATM that is not owned by us, you may be charged a fee by the ATM operator or any network used. Reserved clients\* and Premier Cash Management Accounts are eligible for unlimited ATM fee rebates. Non-Reserved clients\* are eligible for up to \$200 per calendar year in ATM fee rebates. Some merchants also may charge you a fee to accept the Debit Card. ATM fee rebates are identified based upon information reported to us from ATM operators. ATM fees that are not reported by ATM operators will not be rebated automatically. In the event that you have not received an ATM fee

rebate that you believe is eligible, please call the number listed on the back of your Debit Card or you can call collect at 1-801-902-6997 if you are outside the United States. We reserve the right to modify or discontinue ATM fee rebates at any time.

*\*Reserved clients are clients who have accounts in a Household with a minimum of \$1,000,000 in Eligible Assets and Liabilities or that have paid at least \$10,000 in annual Commissions or in Managed Account Fees and are automatically enrolled in the Reserved program.*

## 11. Debit Card Security

You agree that you will maintain the security of your Debit Card at all times.

You may receive requests to verify suspicious Debit Card transactions, including calls or texts, if applicable, to your mobile telephone. Please note that fees from your wireless carrier may apply. If you prefer not to receive verification requests via your mobile phone, you may update your contact preferences at any time by calling the number listed on the back of your Debit Card or by contacting your Financial Advisor or Private Wealth Advisor.

You should keep your Debit Card in a safe place and not make it available to anyone else. To safeguard your Debit Card:

- i. Protect your Debit Card as you would cash.
- ii. Memorize your Debit Card PIN and keep it confidential.
  - Do not share your Debit Card PIN with anyone.
  - Do not write your Debit Card PIN on your Debit Card.
  - Avoid carrying your Debit Card PIN with you. If you forget or wish to change your Debit Card PIN, call the number listed on the back of your Debit Card or you can call collect at 1-801-902- 6997 if you are outside the United States.
- iii. Beware of fraud. Our employees will never ask you to disclose your Debit Card PIN, so remember, do not provide any information about your Debit Card PIN number.
- iv. Use common sense and be aware of your surroundings before, during and after use of an ATM; do not make an ATM transaction if you feel unsafe.
- v. Be aware that people who are not authorized Debit Card cardholders sometimes obtain access to ATM facilities. To help prevent such access, close the door completely upon entering or exiting an ATM facility.
- vi. Stand between the ATM and anyone waiting to use it so that others cannot see your Debit Card PIN or the transaction amount. Always take your receipts and check them against your statements. If your transaction was not completed, be sure to cancel the transaction before leaving the ATM.
- vii. When using a drive-up ATM, be sure it is well-lit. Be sure all car windows except the driver's window are closed and the doors are locked.

## 12. Eligibility

Certain accounts may not be eligible for the Debit Card based on the type of account and based on the Legal Address associated with the account. Account eligibility is determined exclusively by MSSB. All questions or disputes regarding account and transaction eligibility are decided by us, whose decision is final. For more information about eligibility, contact us at 1-800-688-3462 or call collect at 1-801-902-6997 if you are outside the United States.

## C. Unauthorized Transactions, Errors and Liability:

Please notify us AT ONCE if you believe that your Debit Card has been lost or stolen. Telephoning is the best way of keeping your losses down. You could lose all of the money in your Account (plus any associated credit). If you believe your Debit Card has been lost or stolen, call us at 1-800-688-3462. Call collect at 1-801-902-6997 if you are outside the United States.

If you permit other persons to use your Debit Card or the PIN/password on your Debit Card, you are responsible for any transactions they authorize from your Account. **If you believe that your PIN/password has been lost or stolen or that someone made payments, transferred or may transfer money from your Account without your permission, please notify us AT ONCE.**

To report the loss or theft of a Debit Card, you may also contact us in person, at the Morgan Stanley branch servicing your Account or in writing to:

Morgan Stanley  
PBO Account Services 1 New York Plaza 40th Floor  
New York, NY 10004

If you tell us within two (2) Business Days after you learn of the loss or theft of your Debit Card (in the event that you do not meet the conditions for zero liability, see Section II.B.1. Purchase Insurances), you can lose no more than \$50.00 if someone used your Debit Card without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Debit Card, and we can prove we could have stopped someone from using your Debit Card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transactions that you did not make, including those made by Debit Card or other means, tell us at once. If you do not tell us within sixty (60) days after the statement showing such transaction was transmitted to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If an extenuating circumstance (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

In case of errors or questions about your Debit Card transaction, or if you think your statement or receipt is wrong or if you need more information about a transaction listed on your statement or receipt, call Customer Service at the number listed on the back of your Debit Card. Call collect at 1-801-902-6997 if you are outside the United States or write us as soon as possible at:

Morgan Stanley PBO Account Services  
1 New York Plaza 40th Floor  
New York, NY 10004.

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- i. Tell us your name and account number.
- ii. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- ii. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account.

For errors involving point of sale, or foreign initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your Account for the amount you think is in error.

We will tell you the results of our investigation within three (3) Business Days after it is complete. The institution shall correct the error within one business day after determining that an error occurred. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that

we used in our investigation. You authorize us to debit or credit your Account to correct any errors in connection with Debit Card transactions.

#### Our Liability:

If we do not complete a transaction relating to your Debit Card on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are exceptions. For example, we will not be liable:

- i. If, through no fault of ours, you do not have enough money in your Account to make the transaction.
- ii. If the transaction would exceed the Authorized Limit in your Account.
- iii. If the ATM where you are making the transaction does not have enough cash.
- iv. If the terminal, operating system or software used to make a transaction was not functioning properly and it was evident to you when you entered the transaction.
- v. If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- vi. If you provide us with incorrect information in connection with a transaction.
- vii. If the failure to complete a transaction on time or in the correct amount was caused by a third party.
- viii. If the failure to complete a transaction on time or in the correct amount was caused by actions we have taken to address the security of our systems or our customer's information.
- ix. The transaction or related funds are subject to legal or regulatory process that prevents or restricts the transaction.
- x. We have revoked or suspended your Debit Card or Account for inactivity or other reason in our discretion.
- xi. In the event of any other exceptions stated in this Agreement or permitted by applicable law.

#### Transaction Records:

Each time you use your Debit Card, if the terminal is working properly, you may obtain a receipt indicating the amount involved and the calendar date. All Debit Card transactions will be reflected on your account statements, regardless of whether you receive statements by mail or e-mail. You may also view records of your transactions online via Morgan Stanley Online.

You agree to review your account statements promptly to discover and report any unauthorized use of your Debit Card or other unauthorized access to your Account. For purposes of this Agreement, unauthorized use includes use of your Debit Card or other mechanism for Account access by a person other than you, who does not have actual, implied or apparent authority for such use, and from which use you receive no benefit.

#### **D. Governing Law; Disputes:**

The terms and conditions of this Agreement are governed by and will be construed in accordance with the laws (excluding conflicts of law provisions) of the state of New York. Any claim, dispute or controversy between you and us arising from or relating to this Agreement or your use of the Debit Card is subject to the arbitration provisions of your Account Agreement.

#### **E. Amendment:**

**We reserve the right to amend, supplement, modify or rescind any and all provisions of this Agreement (each, a "change") at any time. You agree that such changes will be binding on you and take effect immediately or at the time specified by us. We may, but are not required to, provide notices by other means. This Agreement may be changed only as provided in this paragraph, and may not be modified by you.**

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## II. Benefits Guide

The following sets forth certain terms and conditions in connection with certain benefits and services relating to your Debit Card which is a World Debit MasterCard (“Benefits Guide”). The benefits and services provided in this Benefits Guide are provided by MasterCard, Inc. and not by MSSB or the Debit Card Issuer.

### Key Terms

The following Key Terms apply to the following benefits: MasterRental, Extended Warranty and Purchase Assurance.

Throughout this Benefits Guide, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to New Hampshire Insurance Company, an AIG Company.

**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 or if you are outside of the United States call collect at 636-722-7111.

**Authorized driver(s)** means a driver with a valid driver’s license issued from their state of residence and indicated on the **rental agreement**.

**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 a Debit Card by the Participating Organization for the **covered card**.

**Covered card** means the Morgan Stanley Debit Card.

**Damage** means items that can no longer perform the function they were intended to do in normal service due to broken parts, material or structural failures.

**Evidence of Coverage (EOC)** means the document describing 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.

**Manufacturer suggested retail price (MSRP)** means the purchase price of the **vehicle** or the value of the **vehicle** based on the National Automobile Dealers Association website at [www.nada.com](http://www.nada.com) or similar source.

**Rental agreement** means the entire agreement or contract that you receive when renting a **vehicle** from a **vehicle** rental agency that describes in full all of the terms and conditions of the rental, as well as the responsibility of all parties under the **rental agreement**.

**Stolen** means items that are taken by force and/or under duress or the disappearance of the item from a known place under circumstances that would indicate the probability of theft.

**United States Dollars (USD)** means the currency of the United States of America.

**Vehicle** means a land motor **vehicle** with four wheels that is designed for use on public roads and intended for use on a bound surface such as concrete and tarmac. This includes minivans and sport utility **vehicles** that are designed to accommodate less than nine (9) passengers.

KT-CC-EOC (9.08)

### A. Travel Insurances and Services

#### 1. MasterRental Coverage

##### Evidence of Coverage

Pursuant to the below terms and conditions, when you rent a **vehicle** for thirty one (31) consecutive days or less with your **covered card**, you are eligible for benefits under this 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 initiate and then pay for the entire **rental agreement** (tax, gasoline, and airport fees are not considered rental charges) with your **covered card** and/or the accumulated points from your **covered card** at the time the **vehicle** is returned. If a rental company promotion/discount of any kind is initially applied toward payment of the rental **vehicle**, at least one (1) full day of rental must be billed to your **covered card**.

You must decline the optional collision/damage waiver (or similar coverage) offered by the rental company.

You must rent the **vehicle** in your own name and sign the **rental agreement**.

Your **rental agreement** must be for a rental period of no more than thirty one (31) consecutive days. Rental periods that exceed or are intended to exceed thirty one (31) consecutive days are not covered.

The rented **vehicle** must have a **MSRP** that does not exceed \$50,000 **USD**.

b. **The kind of coverage you receive:**

We will pay for the following on a secondary basis:

- Physical damage and theft of the **vehicle**, not to exceed the limits outlined below.
- Reasonable loss of use charges imposed by the **vehicle** rental company for the period of time the rental **vehicle** is out of service. Loss of use charges must be substantiated by a location and class specific fleet utilization log.
- Towing charges to the nearest collision repair facility.

This coverage is not all-inclusive, which means it does not cover such things as personal injury, personal liability, or personal property. It does not cover you for any damages to other **vehicles** or property. It does not cover you for any injury to any party.

c. **Coordination of Benefits:**

When MasterRental is provided on a secondary basis and a covered loss has occurred the order in which benefits are determined is as follows:

1. You or an **authorized driver's** primary auto insurance;
2. Collision/damage waiver provided to you by the rental agency
3. Any other collectible insurance;
4. The coverage provided under this **EOC**.

If you or an **authorized driver's** primary auto insurance or other coverage has made payments for a covered loss, we will cover your deductible and any other eligible amounts, described in Section B, not covered by the other insurance.

Note: In certain parts of the United States and Canada losses to rental **vehicles** that are covered by your personal **vehicle** insurance policy liability section may not be subject to a deductible, which means that you may not receive any benefits from this program. Contact your insurance provider for full coverage details pertaining to your personal **vehicle** liability insurance policy (or similar coverage).

If you have no other insurance or your insurance does not cover you in territories or countries outside of the United States, coverage is considered primary coverage.

d. **Who is covered:**

The **covered card cardholder** and those designated in the **rental agreement** as **authorized drivers**.

e. **Excluded rental vehicles:**

- All trucks, pickups, full-size vans mounted on truck chassis (including, but not limited to, Ford EconoVan), cargo vans, campers, off-road **vehicles**, and other recreational **vehicles**.
- All sport utility trucks. These are **vehicles** that have been or can be converted to an open, flat bed truck (including, but not limited to, Chevy Avalanche, GMC Envoy, and Cadillac Escalade EXT).

- Trailers, motorbikes, motorcycles, and any other **vehicle** having fewer than four (4) wheels.
  - Antique **vehicles** (**vehicles** that are more than twenty (20) years old or have not been manufactured for at least ten (10) years), or limousines.
  - Any rental **vehicle** that has a **MSRP** that exceeds \$50,000 **USD**.
- f. **Where you are covered:**  
Coverage is available worldwide.
- Coverage is not available in countries where:
- This EOC is prohibited by that country's law; or
  - The terms of the EOC are in conflict with the laws of that country.
- g. **Coverage limitations:**  
We will pay the lesser of the following:
- a) The actual repair amount;
  - b) Wholesale market value less salvage and depreciation;
  - c) The rental agency's purchase invoice less salvage and depreciation; or d) \$50,000 **USD**
- In addition, coverage is limited to \$500 per incident for reasonable loss of use charges imposed by the **vehicle** rental company for the period of time the rental **vehicle** is out of service.
- We will not pay for or duplicate the collision/damage waiver coverage offered by the rental agency.
- h. **What is NOT covered:**
- Any personal item **stolen** from the interior or exterior of rental **vehicles**.
  - **Vehicle** keys or portable Global Positioning Systems (GPS).
  - **Vehicles** not rented by the **cardholder** or **authorized user** on the **covered card**.
  - Any person not designated in the **rental agreement** as an **authorized driver**.
  - Any obligations you assume other than what is specifically covered under the **rental agreement** or your primary **vehicle** insurance or other indemnity policy.
  - Any violation of the written terms and conditions of the **rental agreement**.
  - Any loss that occurs while driving under the influence of drugs or alcohol;
  - Any loss associated with racing or reckless driving.
  - Losses involving the theft of the rental **vehicle** when you or an **authorized driver** cannot produce the keys to the rental **vehicle** at the time of reporting the incident to the police and/or rental agency, as a result of negligence.
  - Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.
  - Subsequent damages resulting from a failure to protect the rental **vehicle** from further damage.
  - Blowouts or tire/rim damage that is not caused by theft or vandalism or is not a result of a **vehicle** collision causing tire or rim damage.
  - Rental **vehicles** where collision/damage waiver coverage (or similar coverage) was accepted/purchased by you.
  - Any damage that is of an intentional or non-accidental nature, caused by you or an **authorized driver** of the rental **vehicle**.
  - Depreciation, diminishment of value, administrative, storage, or other fees charged by the **vehicle** rental company.
  - **Vehicles** with a **rental agreement** that exceeds or is intended to exceed a rental period of thirty one (31) consecutive days from a rental agency.
  - Losses resulting from any kind of illegal activity.
  - Damage sustained on any surface, other than a bound surface such as concrete or tarmac.
  - Damage sustained on any road not regularly maintained by a municipal, state, or federal entity.

- Losses as a result of 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.
  - Any loss involving the rental **vehicle** being used for hire, for commercial use, or as a public or livery conveyance.
  - Theft of, or damage to, unlocked or unsecured **vehicles**.
  - Value-added tax, or similar tax, unless reimbursement of such tax is required by law.
  - Interest or conversion fees that are charged to you on the **covered card** by the financial institution.
- i. **How to file a claim:**
- Call 1-800-MasterCard or if you are outside of the United States call collect at 636-722-7111 to request a claim form. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
  - You may choose to assign your benefits under this insurance program to the rental agency from which you rented your vehicle. Please contact us or our **administrator** for further details.
  - Submit the following documentation within one hundred and eighty (180) days of the incident or the claim will not be honored:
    - o Completed and signed claim form.
    - o Receipt showing the **vehicle** rental.
    - o Statement showing the **vehicle** rental.
    - o The **rental agreement** (front and back).
    - o Copy of Your valid driver's license (front and back).
    - o Copy of the declarations page of any primary **vehicle** insurance and other valid insurance or coverage.
    - o Police report when the **vehicle** is **stolen**, vandalized (regardless of the damage), or involved in a collision that requires the **vehicle**; to be towed, in a multi-**vehicle** collision, or the **vehicle** is not drivable.
    - o Itemized repair estimate from a factory authorized collision repair facility.
    - o Copy of the **vehicle** rental company promotion/discount, if applicable.
    - o Copy of the **vehicle** rental location class specific fleet utilization log, if loss of use charges are being claimed. You must secure this log from the rental agency.
    - o Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

MR-CC-EOC (9.08)

## 2. Travel Assistance Services

Rely on Travel Assistance Services when you're away from home. Travel Assistance Services are your guide to many important services you may need when traveling. Benefits are designed to assist you or your travel companions when you are traveling fifty (50) miles or more from home.\* This is reassuring, especially when you visit a place for the first time or do not speak the language. For services, call 1-800-MasterCard or if you are outside of the United States call collect at 636-722-7111. Enrollment is automatic and the assistance service is free to Cardholders.

Please keep in mind that you will be responsible for the fees incurred for professional or emergency services requested of Travel Assistance Services (for example, medical or legal bills). Travel Assistance Services are available worldwide, with the exception of those countries and territories which may be involved in an international or internal conflict, or in those countries and territories where the existing infrastructure is deemed inadequate to guarantee service. You may contact us prior to embarking on a covered trip to confirm whether or not services are available at your destination(s).

\*If a Cardholder's mailing address is in the state of New York, the mileage requirement is not applicable.

a. **MasterTrip® Travel Assistance**

- Before you begin your trip, MasterTrip provides information on travel requirements, including documentation (visas, passports), immunizations or currency exchange rates. The exchange rate provided may differ from the exact rate that issuers use for transactions on your card. Information on exchange rates for items billed on your Account statement should be obtained from the financial institution that issued your Debit Card. MasterTrip also will help you locate any lost or stolen travel materials, including luggage. This is not an insurance policy for lost/stolen luggage and we do not reimburse you for a permanent loss.
- If you have a travel emergency and need cash, MasterTrip can arrange to transfer up to \$5,000 from a family member, friend or business account.
- This service does not provide maps or information regarding road conditions.

b. **Travel Services Medical Assistance**

- Provides a global referral network of general physicians, dentists, hospitals and pharmacies. Medical Assistance also can help you refill prescriptions with local pharmacists (subject to local laws).
- In the event of emergencies, a stateside physician or nurse can be contacted for consultation with the local medical staff and to monitor your condition. If you are hospitalized, we can arrange to have messages relayed home, transfer you to another facility if medically necessary, or have a family member or close friend brought to your bedside, if you have been traveling alone (at the cardholder's expense). If a tragedy occurs, Medical Assistance will assist in securing travel arrangements for you and your travel companion(s).

c. **MasterLegal® Referral Service**

- Provides you with English-speaking legal referrals or consultations with appropriate embassies and consulates regarding your situation.
- Will assist in transfers of up to \$5,000 in cash from a family member, friend or business to cover legal fees or to post bail. There is no charge for referral services; however, legal and bail fees are your responsibility.

d. **Master RoadAssist® Service**

If your car breaks down on the road while you are traveling in the 50 United States or the District of Columbia, just call 1-800-MasterCard and tell us where you are.

- We will send someone to the rescue. This is not only reassuring, but it may also save you money because fees for many services (jump-starts, towing, gas delivery, tire changes) are pre-negotiated.

Road service fees will be automatically billed to your Debit Card.

- You are responsible for emergency road service charges incurred by towing facilities responding to your dispatch, even if you are not with your car (or if it is gone) when the tow truck arrives. MasterCard International is not responsible or liable for the service the towing facility provides. Towing facilities are independent contractors, solely liable for their services.
- Emergency road service is not available in areas not regularly traveled, in "off-road" areas not accessible by ordinary towing vehicles or for over one-ton capacity trailers, campers or vehicles-in-tow.
- If you have a rental vehicle, be sure to call the car rental agency before you call 1-800-MasterCard, as many rental agencies have special procedures regarding emergency road service.

**B. Purchase Protections and Benefits**

**1. Zero Liability Protection for Lost & Stolen Cards**

Zero liability applies to all transactions conducted with the card, including PIN-based transactions at the Point of Sale and ATM. As a cardholder, you will not be held responsible in the event of unauthorized purchases provided that the following conditions are met:

- Your account is in good standing.
- You have exercised reasonable care in safeguarding your card from any unauthorized use. Unauthorized use means that you did not provide,

directly, by implication or otherwise, the right to use your card and you received no benefit from the “unauthorized” purchase.

- You have not reported two or more unauthorized events in the past 12 months.

If you do not meet all of the conditions stated above, your liability will be as described in Section I.C.

## 2. **Extended Warranty Coverage 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 1-800-MasterCard or if you are outside of the United States call collect at 636-722-7111 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:
  - o Completed and signed claim form.
  - o Receipt showing covered item(s).
  - o Statement showing covered item(s).
  - o Itemized purchase receipt(s).
  - o Original manufacturer's (or U.S. store brand) warranty.
  - o Service contract or optional extended warranty, if applicable.
  - o Itemized repair estimate from a factory authorized service provider.
  - o Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

EW-CC-EOC (9.08)

### 3. **Purchase Assurance Coverage**

Evidence of Coverage

Pursuant to the below terms and conditions, when an item you bought with your **covered card** is **damaged** or **stolen** within ninety (90) days of purchase, you may be eligible for benefits under this 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** from your **covered card** for yourself or to give as a gift.
- b. **The kind of coverage you receive:**
  - Most items you purchase entirely with your **covered card** are covered if **damaged** or **stolen** for ninety (90) days from the date of purchase as indicated on your **covered card's** receipt.
  - Items you purchase with your **covered card** and give as gifts also are covered.
  - This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage benefit.
- c. **Coverage limitations:**
  - Coverage is limited to the lesser of the following:
    - o The actual cost of the item (excluding delivery and transportation costs).
    - o A maximum of \$1,000 per loss and a total of \$25,000 per **cardholder** account per twelve (12) month period.
  - Purchases that are made up of a pair or set will be limited to the cost of repair or replacement of the specific item **stolen** or **damaged**. If the specific item cannot be replaced individually or repaired, the value of the pair or set will be covered not to exceed the limits above.
  - Coverage for **stolen** or **damaged** jewelry or fine art will be limited to the actual purchase price as listed on your statement, regardless of sentimental or appreciated market value.
- d. **What is NOT covered:**
  - Items left in public sight, out of arm's reach, lacking care, custody or control by the **cardholder**.
  - Lost items, and items that mysteriously disappear (the only proof of loss is unexplained or there is no physical evidence to show what happened to the item) without any evidence of a wrongful act.
  - Items that are **stolen** from any location or place (including, but not limited to, exercise facilities, places of employment, schools, or places of worship) due to the lack of due diligence by you or another party.
  - Items lost, **stolen**, **damaged**, or mis-delivered while under the care, custody, and control of another party or common carrier (including, but not limited to, airlines, the U.S. Postal Service, UPS, FedEx, or other delivery services).
  - Losses due to normal wear and tear, misuse, gradual deterioration, and/or abuse.
  - Losses resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
  - Losses that cannot be verified or substantiated.
  - Items covered by a manufacturer's recall or class action suit.
  - Items that you **damage** through alteration (including, but not limited to, cutting, sawing, shaping).
  - 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.
  - **Stolen** items without a documented report from the police.
  - Items that are **damaged** during transport via any mode.
  - Items **stolen** from the interior or exterior of a watercraft/boat, aircraft, motorcycle, automobile or any other motor vehicles.
  - Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Motorized equipment not designed for transportation and used solely for the upkeep and maintenance of a residence is eligible for coverage. (including, but not limited to, snow thrower, lawn mowers, and hedge trimmers).



- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
  - 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.
  - Losses caused by insects, animals, or pets.
  - Plants, shrubs, animals, pets, consumables, and perishables.
  - Items purchased for resale, rental, professional, or commercial use.
  - 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, computer programs, operating software, and other software.
  - Losses 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.
  - Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
  - Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
  - Losses caused by liquids, fluids, oils, chemicals, or bodily fluids/excretions.
  - Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
  - Items **stolen** or **damaged** at a new home construction site.
  - Rented, leased, or borrowed items for which you will be held responsible.
  - Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
  - Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the 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 1-800-MasterCard or if you are outside of the United States call collect at 636-722-7111 to request a claim form. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
  - Submit the following documentation within one hundred and eighty (180) days of the date you report the claim:
    - o Completed and signed claim form.
    - o Repair estimate for **damaged** item(s).
    - o Photograph clearly showing **damage**, if applicable.
    - o Receipt showing purchase of covered item(s).
    - o Statement showing purchase of covered item(s).
    - o Report from police listing any items **stolen**.
    - o Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renter's, or auto insurance policy).
    - o Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

PA-CC-EOC (9.08)

#### 4. **Satisfaction Guarantee Coverage**

The Final Legal Disclosure is part of this agreement.

##### **Key Terms:**

Throughout this section, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to New Hampshire Insurance Company, an AIG Company.

**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 or if you are outside of the United States call collect at 636-722-7111.

**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 account by the Participating Organization for the **covered card**.

**Covered card** means the Morgan Stanley Debit Card.

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.

b. **The kind of coverage you receive:**

- Purchases you make entirely with your **covered card** are covered for sixty (60) days from the date of purchase as indicated on your receipt for a full refund in the event that you are dissatisfied with your purchase and the store will not accept the item for return.
- Items you purchase with your **covered card** and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage.

c. **Coverage limitations:**

Coverage is limited to the actual cost of the item (excluding taxes, storage, shipping, and handling costs), up to \$250 per claim. There is a maximum of four (4) claims per **cardholder** per twelve (12) month period. In no event will we pay more than the purchase price of the item.

Items must be purchased from a store that provides a return or exchange policy of at least ten (10) days.

Items must be returned undamaged, in good working condition, and in their original and complete packaging. You are responsible for all mailing costs.

d. **What is NOT Covered:**

- Damaged, defective, or non-working items.
- 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, rare, one of a kind, or special order items.
- Professional services, including workmanship, installation, professional advice/counseling, and technical support, or help line.
- Items purchased for resale, professional, or commercial use.
- Plants, shrubs, animals, pets, consumables, and perishables.
- All types of stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, audio cassettes).
- 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, or structures.
- 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.
  - Shipping charges, taxes, storage fees, postage, transportation and delivery charges; promised time frames of delivery.
  - Products purchased at **auctions**.
- e. **How to file a claim:**  
 Call 1-800-MasterCard or if you are outside of the United States call collect at 636-722-7111 to request a claim form. You must report the claim within sixty (60) days of the date of purchase or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the date you report the claim:
    - o Completed and signed claim form.
    - o Receipt showing the purchased item(s).
    - o Statement showing the purchased item(s).
    - o Itemized purchase receipt(s).
    - o Written documentation from the store manager or equivalent on store letterhead documenting the refusal to accept the returned item.
    - o A copy of the store's return policy.
    - o Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

You must send the item to us or our **administrator** before any claim will be paid. Item must be returned in its original packaging along with the original owner's manuals and warranty information. You are responsible for all mailing or shipping costs to us or our **administrator**. Items sent to us or our **administrator** will not be returned to you.

SG-CC-NT (9.08)

## 5. Price Protection

The Final Legal Disclosure is part of this agreement.

### Key Terms:

Throughout this section, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to New Hampshire Insurance Company, an AIG Company.

**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 or if you are outside of the United States call collect at 636-722-7111.

**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 account by the Participating Organization for the **covered card**.

**Covered card** means the Morgan Stanley Debit Card.

**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 one hundred and twenty (120) days after the date you purchased the product and must be 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.

**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 one hundred and twenty (120) days after the date you purchased the product and must be for the identical item (advertisement must verify same manufacturer and model number).

a. **To get coverage:**

- You must purchase the new item entirely with 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 one hundred and twenty (120) days from the date of purchase as indicated on your receipt.

b. **The kind of coverage you receive:**

- Purchases you make entirely with your **covered card** are covered for one hundred and twenty (120) days from the date of purchase as indicated on your receipt for the difference between the price you paid and the lower price advertised.
- Items you purchase with your **covered card** and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or 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 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 maximum of four (4) claims per **cardholder** account per twelve (12) month period.

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.
- Items purchased for resale, rental, professional, or commercial use.
- 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 one hundred and twenty (120) days from the date you purchased the item.
- 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 help line.
- 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:**
- Call 1-800-MasterCard or if you are outside of the United States call collect at 636-722-7111 to request a claim form. 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 Completed and signed claim form.
    - 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 point.
    - o Itemized purchase receipt(s).
    - o Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.
- f. **For a Non-Auction Internet Advertisement:**
- Call 1-800-MasterCard or if you are outside of the United States call collect at 636-722-7111 to request a claim form. 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 Completed and signed claim form.
    - 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).

Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

PP-CC-NT (9.08)

## 6. ID Theft Resolution with Wallet Protection

### What are Personal Identity Theft Resolution Services?

Personal Identity Theft Resolution Services provides you with access to a number of Identity Theft resolution services, should you believe you are a victim of Identity Theft.

### Who is eligible for this coverage?

To be eligible for this coverage, you must be a valid cardholder who holds a MasterCard issued by a U.S. financial institution.

### How can I access these services?

Simply contact 1-800-MasterCard if you believe you have been a victim of Identity Theft.

**What are the services provided?**

Services provided are on a 24-hour basis, 365 days a year. They include:

- Concierge Level Certified Restoration specialist that works autonomously on behalf of the Cardholder and relieves the Cardholder of the direct involvement of processing necessary documentation, lengthy phone conversations and dispute resolutions.
- Limited Power of Attorney (LPOA) to represent Cardholder during an identity theft event.
- Multiple Tri-Bureau credit reports pulled at no cost to the Cardholder to help ensure a complete resolution of identity event and return of Cardholder to pre-victim status.
- Assistance from a Specialist with cancelling the Cardholder's credit/debit card(s), membership cards, affinity cards and more in the event that identity theft has occurred (even if Cardholder has not experienced a lost wallet.)
- Ongoing communication with Specialist about the most current status of the Cardholder's fraud investigation until the fraud claim is successfully resolved.
- Access to a Specialist who disputes with the consumer reporting agencies on behalf of the Cardholder to ensure that no fraudulent information negatively affects his/her consumer report history.
- Providing the cardholder with a uniform Identity Theft Affidavit and providing assistance with completion of the Affidavit. It is the responsibility of the cardholder to submit the Affidavit to the proper authorities, credit bureaus, and creditors.
- Assisting the cardholder with debit, credit and/or charge card replacement.
- Assisting cardholder with membership/affinity card replacement.
- Educating the cardholder on how Identity Theft can occur and of protective measures to avoid further occurrences.

Internet Monitoring: MasterCard is making available CS Identity's proprietary Internet surveillance technology that proactively detects stolen personally identifiable information (PII) and compromised confidential data online. At any point in time, the Internet Monitoring functionality is tracking thousands of websites and millions of data points, alerting Cardholders that their personal information is detected in a compromised position online. This information is being gathered in real-time, giving Cardholders the opportunity to react quickly and take the necessary steps to protect themselves. For enrollment, Cardholders will have to register online and provide their specific PII to be tracked as monitored elements.

**Is there a charge for these services?**

No, there is no cost for these services.

**When are services not provided?**

When it is determined you have committed any dishonest, criminal, malicious, or fraudulent act.

When your financial institution or card issuer, which provides this service, has investigated the event and deemed you are responsible for the charge or event.

When any theft or unauthorized use of an account by a person to whom the account has been entrusted has been committed.

**Program provisions for personal identity theft services**

This service applies only to you, the cardholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the program.

The provider, CS Identity, relies on the truth of statement made in the Affidavit or declaration from each cardholder. This service is provided to eligible cardholders at no additional cost and is in effect for acts occurring while the program is in effect. The terms and conditions contained in this Benefits Guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide 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 cardholders, you will be notified within thirty (30) days to one hundred and twenty (120) days before the expiration of the service agreement. In the event substantially similar coverage takes effect without interruption, no such notice is necessary. For general questions regarding these services, please contact 1-800-MasterCard.

### C. Final Legal Disclosure

This Benefits Guide 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).

MasterRental, Extended Warranty, and Purchase Assurance coverage is provided under a Group Policy of insurance issued by New Hampshire Insurance Company, an AIG Company. This Benefits Guide is intended as a summary of benefits provided to you. The Key Terms and EOC and all the information about the insurance benefits listed in this Final Legal Disclosure is governed by the conditions, limitations, and exclusions of the Group Policy.

#### Privacy Notice:

As the insurer of the **covered card** coverage described herein, New Hampshire Insurance Company, an AIG Company ("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 February 1, 2015, this Benefits Guide 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 **cardholders**. 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 the **cardholder** 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 **cardholder** 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 **cardholder** 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 or breakdown). 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](http://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 program “Due diligence” means the performance of all vigilant activity, attentiveness, care that would be taken by a reasonable and prudent person in the same 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 **cardholder** 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 **cardholder**.

**Salvage:** If an item is not repairable, the claim administrator may request that **cardholder** or gift recipient send the item to the administrator for salvage at the **cardholder'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 Final Legal Disclosure are subject to the conditions, limitations, and exclusions described in each benefit section. **Receipt and/or possession of this Benefits Guide does not guarantee coverage or coverage availability.**

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