

# Price Protection

For TruMark Financial Business Cash Back Visa Signature cardholders

Your Guide to Benefit describes the benefit in effect as of 4/1/22. Benefit information in this guide replaces any prior benefit information You may have received. Please read and retain for Your records. Your eligibility is determined by TruMark Financial Credit Union.

## Price Protection

It is important for most buyers to get the best deal when purchasing a new item, however it can be irritating when You discover that the same item You recently purchased is being Advertised for less than what You paid for.

With Price Protection, if You buy an eligible item with Your covered Account and/or rewards program associated with Your covered Account in the United States and see the identical eligible item available for less in another retail store's printed Advertisement or non-auction Internet Advertisement within sixty (60) days of the Date of Purchase, You can be reimbursed the difference up to \$1,000 per item and up to \$4,000 a year.

You are eligible for this benefit if You are a valid cardholder of an eligible U.S. issued card and You charge either a portion or the entire purchase price of the eligible item to Your Account or rewards program earned on Your covered Account toward the purchase. You will only be reimbursed up to the amount charged to Your Account or the program limit.

Price Protection is secondary to and in excess of store policies offering a lowest-price guarantee or any other form of refund for price differences. Only items Advertised by authorized dealers in the United States apply. Price differences involving manufacturing and/or merchant rebates, shipping and handling fees, and sales tax, if any, are not covered by the Price Protection benefit.

## How does it work?

1. Use Your eligible Account and/or rewards program associated with Your covered Account to purchase the eligible item. Be sure to save all original receipts; both Your Account paperwork and the itemized store receipt.

2. If You see the identical product by the same manufacturer Advertised in print for a lower retail price within sixty (60) days of Your purchase, keep the original printed Advertisement and make sure the Advertisement includes:
  - A description of the item that is identical to the one You purchased
  - The sale price
  - The store or dealer's name
  - A sale date(s) effective within sixty (60) days of the Date of Purchase

#### What is not covered?

- Internet Auction Advertisements including but not limited to sites such as eBay, Ubid, Yahoo and public or private live auction sites.
- Advertisements of cash-only sales, close-out sales, flea markets, fire sales, going-out-of-business sales, limited-quantity promotions or liquidation sales.
- Advertisements of sales of seasonal or discontinued items including, but not limited to, holiday decorations.
- Animals and living plants.
- Boats, automobiles, and any other motorized vehicles and their motors, equipment, or accessories.
- Cell phone service agreements and cell phone contracts.
- Items purchased for resale, professional, or commercial use.
- Jewelry, antiques, and collectible items, rare or one-of-a-kind items, special order items, custom items, or tailored items.
- Manufacturer and/or merchant rebates
- Perishables, services, consumables, and limited-life items including, but not limited to, rechargeable batteries.
- Real estate and items which are intended to become part of real estate including, but not limited to, items that are hard-wired or hard-plumbed, garage doors, garage door openers, and ceiling fans.
- Traveler's checks, cash, tickets, credit or debit cards, and any other negotiable instruments.
- Items purchased outside of the United States.
- Items that are previously owned, sold "as is," and/or refurbished.

#### How to file a Price Protection claim

1. Notify the Benefit Administrator within ten (10) days of the printed Advertisement showing Your product at a lower price at 1-800-553-7520, or outside the U.S. call collect at 1-303-967-1096. The Benefit Administrator will answer any questions You may have and send You a claim form.
2. Return the claim form and the requested documentation below within twenty (20) days of contacting the Benefit Administrator. Send all information to the address provided by the Benefit Administrator.

#### Please submit the following documents:

- The completed signed claim form
- The original itemized sales receipt for Your purchase or original packing slip in the case of mail order purchases

- A copy of Your monthly billing statement (showing the last four [4] digits of the Account number) demonstrating that the purchase was made on Your covered Account and/or rewards program associated with Your covered Account
- If more than one method of payment was used, please provide documentation as to additional currency, voucher, points or any other payment method utilized
- Any other documentation deemed necessary by the Benefit Administrator to substantiate the claim
- The original printed Advertisement or print out from a non-auction Internet site showing the item with its sale date and/or date of the Advertisement, lower Advertised price, and advertising store name to:

Card Benefit Services  
P.O. Box 110889  
Nashville, TN 37222

## Definitions

*Account* means Your credit or debit card Accounts.

*Advertised or Advertisements* means an Advertisement printed in a newspaper, journal, magazine, or flyer or items Advertised on a non-Auction internet site, distributed in the United States to the general public and placed by a manufacturer or authorized dealer of the consumer product in the United States. The advertisement must provide information stating the same manufacturer and model number of the item purchased. Advertisements that are cut down or altered in any way will not be accepted; therefore, any Advertisements, catalogs, etc. must be submitted in whole with date verification. The only exception is Advertisements in magazines and newspapers. In these cases, it's not necessary to submit the whole publication; only the whole page or pages in which the Advertisement appears, with the date and name of the publication, is required. Advertisements posted on the Internet, by a non-Auction Internet merchant with a valid tax identification number, are also eligible. The advertisement must provide information stating the same manufacturer and model number of the item purchased. The printed version of the non-Auction 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.

*Date of Purchase* means the date You paid for and received the item, or the date of delivery and personal acceptance of the item, whichever is later.

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

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

## Additional provisions for Price Protection

- Signed or pinned transactions are covered as long as You use Your eligible Account to secure the transaction.
- You shall do all things reasonable to avoid or diminish any loss covered by this benefit. This provision will not be unreasonably applied to avoid claims.

- If You make any claim knowing it to be false or fraudulent in any respect, no coverage shall exist for such claim, and Your benefit may be cancelled. Each cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.
- No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.
- This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, statement messages or electronic notification. The benefits described in this Guide to Benefits will not apply to cardholders whose Accounts have been suspended or cancelled.
- Termination dates may vary by financial institutions. TruMark Financial Credit Union can cancel or non-renew the benefits for cardholders, and if they do, they will notify You at least thirty (30) days in advance. Indemnity Insurance Company of North America (“Provider”) is the underwriter of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.
- After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of the payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.
- This benefit does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the provision of insurance, including, but not limited to, the payment of claims.

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For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-553-7520, or call collect outside the U.S. at 1-303-967-1096.