

**Important information
about the
MBNA® World Elite Mastercard™**

**AMERICAN BANKERS INSURANCE
COMPANY OF FLORIDA**

**Price Protection Service
Terms and Conditions**

These Terms and Conditions contain information about your service. Please read it carefully and keep it in a safe place. Refer to the Definitions section or to the applicable description of the service and the paragraph following this one for the meanings of all capitalized terms.

The service outlined in these Terms and Conditions is effective as of September 11, 2011, and is provided to all eligible Cardholders to whom an MBNA World Elite Mastercard is issued by The Toronto-Dominion Bank through its division "MBNA" ("MBNA"). Price Protection is a service only, not insurance, and is provided by American Bankers Insurance Company of Florida ("American Bankers").

In no event will a corporation, partnership or business entity be eligible for Price Protection Service.

Payment and administrative services are arranged by American Bankers. The Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario, M2N 7E9.

Definitions

Account means the primary Cardholder's MBNA World Elite Mastercard account which is in Good Standing with MBNA.

Administrator means the service provider arranged by American Bankers to provide payment and administrative services. The Administrator for the Price Protection Service is Assurant Services Canada Inc.

Card means a World Elite Mastercard issued by MBNA.

Cardholder means the primary Cardholder and any supplemental Cardholder, who is a natural Person, resident in Canada and to whom a Card is issued and whose name is embossed on the Card. Cardholder may also be referred to herein as "You" and "Your".

Dollars and "\$" means Canadian dollars.

Good Standing means, with respect to an Account, that the primary Cardholder has not advised MBNA to close it, it is in compliance with all terms of the Account Agreement and MBNA has not suspended or revoked credit privileges or otherwise closed the Account.

Terms and Conditions

Price Protection is available only to the Cardholder. No other person or entity shall have any right, remedy or claim, legal or equitable, to the payments.

Price Protection Service is in effect for 60 days from the date of purchase of most new items of personal property purchased in Canada and charged in full to the Account, subject to the Limitations and Exclusions below. If, within 60 days of the purchase of an eligible item, You find an identical item with the same brand, model number (where applicable) and attributes (benefits, features, functions and uses) offered for retail sale in Canada (in Canadian dollars) at a price lower than the price You paid, American Bankers will, subject to the Limitations and Exclusions below, pay You the price difference. This payment is based on the price of the item before applicable taxes, manufacturer's rebate, store rebates, and shipping and installation charges.

No Price Protection Service payments will be made for price differences of less than \$10 per item and the maximum payment amount will be \$500 per item up to a total maximum of \$1,000 per Account per calendar year. The Price Protection Service will apply to a maximum of 3 identical items during the 60-day period. No item can be submitted for Price Protection payment more than once during the 60-day period.

Limitations and Exclusions

Price Protection is not available in respect of the following:

- (i) travellers cheques, cash (whether paper or coin), bullion, precious metals, tickets, documents, stamps, negotiable instruments or property of a similar nature;
- (ii) animals, living plants or perishables such as food and liquor and/or goods consumed in use (including but not limited to groceries and fuel);
- (iii) computers (including hardware, software, printers and scanners), cellular phones, personal digital assistants (PDA) or any similar electronic device;
- (iv) automobiles, motorboats, airplanes, motorcycles, motorscooters, riding lawnmowers, golf carts, lawn tractors, or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children), or any of their respective parts, fuels or accessories;
- (v) one-of-a-kind items;

- (vi) used or previously owned or refurbished items, including antiques, collectibles and fine art;
- (vii) items purchased and/or used by or for a business or for commercial gain; or
- (viii) services related to items purchased, including insurance, duty, delivery and transportation costs.

The Price Protection Service does not apply if the retailer makes a price adjustment and/or refunds the difference between the original and lower price. Price comparisons with liquidated merchandise, grey market (internet) items and gift card or savings card incentives issued by a retailer are not eligible for Price Protection Service. Price comparisons with items offered for sale on a website outside of Canada or for which an international shipping fee must also be paid are not eligible for Price Protection Service.

You are only eligible for Price Protection Service if the Account is in Good Standing at the time of Your request.

Gifts

Eligible items that You give as gifts are covered. In the event a price difference is discovered, You, not the recipient of the gift, must make the request for payment.

Request Procedures

You must keep original receipts and other documents described herein to file a valid request.

You must notify the Administrator by calling **1.877.654.7511** as soon as You discover the advertised price difference. The Administrator will send You the applicable request form. Your failure to provide the completed request form and proof supporting Your request under items (i) – (iii) below within 120 days from the date of purchase may result in non-payment of the related request.

You must complete and sign the request form and include the following:

- (i) the customer copy of the original vendor's sales receipt;
- (ii) the Account statement showing the charge; and
- (iii) a dated advertisement/flyer to prove that the identical item was offered in Canada at the reduced price within 60 days of the date of Your purchase.

A request for payment will be paid upon receipt of full written proof, as determined by American Bankers.

Termination of Service

Price Protection Service ends on the earliest of:

- (i) the date the Account is cancelled, closed or ceases to be in Good Standing;
- (ii) the date the Cardholder ceases to be eligible for Price Protection Service; and
- (iii) the date the service is discontinued or amended upon notice to the Cardholder.

If You Have a Concern or Complaint

If You have a concern or complaint about the Price Protection Service, please call American Bankers at 1-877-654-7511. American Bankers will do its best to resolve Your concern or complaint. If for some reason American Bankers is unable to do so to Your satisfaction, You may pursue the concern or complaint in writing to an independent external organization. You may obtain detailed information for American Bankers' resolution process and the external recourse either by calling the number listed above or at: **<http://www.assurantsolutions.ca/consumer-assistance>**.

The Toronto-Dominion Bank is the issuer of this credit card. MBNA is a division of The Toronto-Dominion Bank.

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