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CREDIT LINE ACCOUNT AGREEMENT AND DISCLOSURE

THIS IS YOUR CREDIT CARD ACCOUNT AGREEMENT AND IT INCLUDES NECESSARY FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS, WISE SECURED VISA AGREEMENTS, AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR WISE SECURED VISA CREDIT CARD, AND/OR ANY OTHER ACCOUNT ACCESS DEVICE. PLEASE BE CERTAIN TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

Interest Rate and Interest Charges

Annual Percentage Rate (APR) For Purchases	Wise Secured VISA: <u>13.24-25.24 %</u> This APR will vary with the market based on the Prime Rate.
Annual Percentage Rate (APR) For Balance Transfers	Wise Secured VISA: <u>0.00 %</u> introductory APR for the first <u>6</u> months following the date You establish Your Card. After that, Your APR will be <u>13.24-25.24 %</u> This APR will vary with the market based on the Prime Rate.
Annual Percentage Rate (APR) For Cash Advances	Wise Secured VISA: <u>13.24-25.24 %</u> This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	<u>26.99 %</u> This APR may be applied if: 1) You make a late payment. How Long Will The Penalty APR Apply? If Your APRs are increased for this reason, the Penalty APR applied to transactions that occur after the increase may be applied indefinitely. For transactions that occurred prior to the effective date of the increase, the Penalty APR will apply indefinitely unless 6 consecutive payments are received on or before the due date during the six-month period following such increase.
Paying Interest	We will not charge You interest on purchases if You pay Your entire balance owed each month within 25 days of Your statement closing date. We will begin charging interest on cash advances and balance transfers on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a Credit Card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.

Fees

Transaction Fees <ul style="list-style-type: none"> • Foreign Transaction • Cash Advance • Balance Transfer Fee 	1.00% of each foreign currency transaction in U.S. Dollars. 0.80% of each U.S. Dollar transaction that occurs in a foreign country. 2.50% of each advance, \$5.00 minimum. 3.00% of each transfer, \$5.00 minimum.
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$ <u>30.00</u> Up to \$ <u>28.00</u>

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See Your Account Agreement for details.

Loss of Introductory APR: We may end Your introductory APR and apply the penalty APR if You make a late payment.

Billing Rights: Information on Your rights to dispute transactions and how to exercise those rights is provided in Your Account Agreement.

DEFINITIONS. In this Agreement, the reference to "We," "Us," "Our" and "Credit Union" mean GESA CREDIT UNION. The words "You" and "Your" mean each person accepting this Agreement. The words "Card" and "Credit Card" mean any Wise Secured VISA Credit Card issued to You by Us and any duplicates or renewals. The word "Account" means the Wise Secured VISA Credit Card Account established for You under this Agreement. "Convenience Check" means the special Account access devices that We may provide for Your use from time to time. If this is a joint Account, read singular pronouns in the plural.

PROMISE TO PAY. You understand that the following terms and conditions constitute Our Agreement with You. You may request advances on Your Account through a variety of means which could include (but may not be limited to) requests by telephone, Convenience Checks, Credit Cards and the like. Regardless of the means by which any advance is made, You promise to pay Us all amounts charged to Your Account by You or by any user who has access to Your Account, with actual, apparent or implied authority for use of Your Account, including Finance Charges and other fees or charges described herein.

Card Type	Variable Rate		Daily Periodic Rate	ANNUAL PERCENTAGE RATE
	Index	Margin		
Wise Secured VISA	<u>7.50</u>	<u>5.74-17.74</u>	<u>0.036274-0.069151 %</u>	<u>13.24-25.24 %</u>

USE OF YOUR CARD. You may use Your Card to buy goods and services in any place that it is honored and to get cash advances at participating financial institutions. You agree not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law.

SECURITY. Collateral (other than household goods or any dwelling) given as security under any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in the "Truth-in-Lending Disclosure" in any particular Agreement evidencing such debt.

CONSENSUAL LIEN ON SHARES. You grant and consent to a lien on Your shares with Us (except for IRA and Keogh accounts) and any dividends due or to become due to You from Us to the extent You owe on any unpaid Credit Card balance.

ACCOUNT RESTRICTIONS. In order to receive and maintain a Wise Secured VISA Credit Card, You agree to give Us a specific pledge of shares which will equal Your Credit Limit. In the event that You default on Your Account, We may apply these shares toward the repayment of any amount owed on Your Wise Secured VISA Credit Card. You may cancel Your Wise Secured VISA Credit Card at any time by paying any amounts owed on such Card. To be certain that Your entire balance and all advances are paid, any shares pledged may not be available to You for 30 days after You have cancelled and any outstanding balance is paid in full.

LINE OF CREDIT LIMITS. You will be notified of each specific Credit Limit for which You are approved. Unless You are in default, the Credit Limits established for You will generally be self-replenishing as You make payments.

You will keep Your unpaid balance within Your Credit Limit set by Us, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize the advances which caused You to exceed Your Credit Limit. Even if Your unpaid balance is less than Your Credit Limit, You will have no credit available during any time that any aspect of Your Account is in default.

JOINT ACCOUNTS. Each Borrower will be responsible, jointly and severally, for the repayment of any amounts owed.

MINIMUM MONTHLY PAYMENTS (PAYMENT SCHEDULE). Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay at any time without penalty. You also understand that You will only be charged periodic Finance Charges to the date You repay Your entire balance. You may make larger payments without penalty. Any partial payment or prepayment will not delay Your next scheduled payment. All payments to Us must be in lawful money of the United States. Except as required by law, We may apply payments at Our discretion. Any unpaid portion of the Finance Charge will be paid by subsequent payments and will not be added to Your principal balance. You understand that any delay in the repayment of Your unpaid balance will increase Your periodic Finance Charges and any acceleration in the repayment of Your unpaid balance will decrease Your periodic Finance Charges.

Minimum Payments will be an amount equal to 2.50% of Your new unpaid balance at the end of each billing cycle, subject to the lesser of \$30.00 or Your balance, plus any portion of the Minimum Payments shown on prior statement(s) which remains unpaid, plus any amount that exceeds Your approved Credit Limit.

You may, by separate agreement, authorize Us to charge Your payment directly to Your share or share draft account.

FINANCE CHARGES. In the case of any transactions under Your Account, the balances subject to the periodic Finance Charge are the average daily transactions balances outstanding during the month (including new transactions).

To get the average daily balance for purchases, We take the beginning balance for purchases each day, add any new purchases, debit adjustments or other charges applicable to purchases, and subtract any payments, credits and unpaid Finance Charges applicable to purchases. This gives Us the daily balance for purchases. Then, We add up all the daily balances for the billing cycle and divide them by the number of days in the billing cycle. The Finance Charge for a billing cycle for purchases is computed by multiplying the average daily balance subject to a Finance Charge by the applicable Daily Periodic Rate times the number of days in the billing cycle. You can avoid Finance Charges on purchases by paying the full amount of the entire balance owed each month within 25 days of Your statement closing date. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to Your Account, will be subject to a Finance Charge.

To get the average daily balance for balance transfers, We take the beginning balance for balance transfers each day, add any new balance transfers, debit adjustments or other charges applicable to balance transfers, and subtract any payments, credits and unpaid Finance Charges applicable to balance transfers. This gives Us the daily balance for balance transfers. Then, We add up all the daily balances for the billing cycle and divide them by the number of days in the billing cycle. The Finance Charge for a billing cycle for balance transfers is computed by multiplying the average daily balance subject to a Finance Charge by the applicable Daily Periodic Rate times the number of days in the billing cycle. Balance transfers are always subject to a Finance Charge from the date the transaction is posted to Your Account.

To get the average daily balance for cash advances, We take the beginning balance for cash advances each day, add any new cash advances, debit adjustments or other charges applicable to cash advances, and subtract any payments, credits and unpaid Finance Charges applicable to cash advances. This gives Us the daily balance for cash advances. Then, We add up all the daily balances for the billing cycle and divide them by the number of days in the billing cycle. The Finance Charge for a billing cycle for cash advances is computed by multiplying the average daily balance subject to a Finance Charge by the applicable Daily Periodic Rate times the number of days in the billing cycle. Cash advances are always subject to a Finance Charge from the date the transaction is posted to Your Account.

The total Finance Charge you owe for a billing cycle is the sum of all of the Finance Charges for purchases, balance transfers, and cash advances for that billing cycle.

Each Wise Secured VISA balance transfer transaction made within the first 60 days of account opening is subject to a discounted Introductory Daily Periodic Rate of 0.00 % (corresponding **ANNUAL PERCENTAGE RATE** 0.00 %) for a 6 month period following the date of each such transaction. Upon the expiration of the introductory rate value, said balance existing at that time and in the future will be subject to the non-introductory rate disclosed elsewhere in this Agreement. As permitted by law, following the expiration of the introductory rate period, Your existing balances for balance transfers and any new balance transfer transactions will be subject to the non-introductory periodic rate disclosed elsewhere in this Agreement, which rate may change as described in the section Variable Rate. Balances for any outstanding loans that you may have with the Credit Union at the time Your Account is established or that you may subsequently obtain during the introductory rate period are not eligible to receive the introductory discounted rate applicable to balance transfers, and any such balances that You may elect to transfer to Your Account will be subject to the non-introductory periodic rate disclosed elsewhere in this Agreement, which rate may change as set forth in the section Variable Rate.

Your balances for cash advance transactions will be subject to the applicable Daily Periodic Rate disclosed elsewhere in this Agreement, which rate may change as described in the section Variable Rate.

VARIABLE RATE. For purchase transactions, following the expiration of the introductory rate period for purchase transactions, balances are subject to a Variable Rate which is based on the highest Prime Rate as published in the Money Rates Section of The Wall Street Journal in effect on the date the introductory rate expires, and subsequently, on the 30th calendar day that immediately precedes each Change Date ("Index") plus Our Margin. The Index plus the Margin equals the Interest Rate. Changes in the Index will cause changes in the Interest Rate on the date the introductory rate expires, and subsequently, on the first day of each billing cycle that immediately follows a change in the Index ("Change Date").

For balance transfer transactions, following the expiration of the introductory rate period for balance transfer transactions, balances are subject to a Variable Rate which is based on the highest Prime Rate as published in the Money Rates Section of The Wall Street Journal in effect on the date the introductory rate expires, and subsequently, on the 30th calendar day that immediately precedes each Change Date ("Index") plus Our Margin. The Index plus the Margin equals the Interest Rate. Changes in the Index will cause changes in the Interest Rate on the date the introductory rate expires, and subsequently, on the first day of each billing cycle that immediately follows a change in the Index ("Change Date").

For cash advance transactions, balances are subject to a Variable Rate which is based on the highest Prime Rate as published in the Money Rates Section of The Wall Street Journal in effect on the 30th calendar day that immediately precedes each Change Date ("Index") plus Our Margin. The Index plus the Margin equals the Interest Rate. Changes in the Index will cause changes in the Interest Rate on the first day of each billing cycle that immediately follows a change in the Index ("Change Date").

For all balances, increases or decreases in the Interest Rate will result in like increases or decreases in the Finance Charge and may affect the number of Your scheduled payments.

PENALTY RATE. If You are more than 60 days past due, subject to applicable law, the Daily Periodic Rate applicable to Your entire balance of transactions existing at that time and in the future will increase to a fixed periodic rate of 0.073945 % (corresponding **ANNUAL PERCENTAGE RATE** 26.99 %).

During the six-month period following the effective date of the increase that occurred as a result of Your being more than 60 days past due, upon receipt of the first six consecutive required minimum periodic payments when due, the rate applicable to the balance of transactions that occurred prior to the initial increase will be returned to the standard rate that would have otherwise been in effect.

LATE PAYMENT. Each billing or statement cycle is at least 28 days in duration and You will be assessed a fee if Your payment is not received by the end of the billing cycle in which such payment is due. The amount of the fee will equal the lesser of: (a) \$ 30.00; or (b) the amount of the minimum payment due.

FOREIGN TRANSACTIONS. For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. You will be charged 1.00% of the final settlement amount for transactions that are initiated in a foreign currency, and 0.80% of the final settlement amount for transactions occurring in foreign countries and initiated in U.S. Dollars. Transactions initiated via the internet with merchants or other parties located outside of the United States of America are deemed to occur in the foreign country where the merchant or other party is located.

OTHER FEES AND CHARGES. You will be charged the following fees and charges in connection with Your Card: (a) the lesser of \$ 28.00 or the required minimum payment amount for the returned payment for any check (or other negotiable instrument used for payment) which is returned unpaid; (b) a cash advance fee equal to 2.50% of each cash advance, subject to a minimum of \$5.00 and; (c) a balance transfer fee equal to 3.00% of each balance transfer, subject to a minimum of \$5.00.

PERIODIC STATEMENTS. On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. We will mail You a statement each month in which there is a debit or credit balance or when a Finance Charge is imposed. We need not send You a statement if We feel Your Account is uncollectible or if We have started collection proceedings against You because You defaulted. **EACH STATEMENT IS DEEMED TO BE A CORRECT STATEMENT OF ACCOUNT UNLESS YOU ESTABLISH A BILLING ERROR PURSUANT TO THE FEDERAL TRUTH-IN-LENDING ACT.**

OUR RESPONSIBILITIES TO HONOR CONVENIENCE CHECKS. We are under no obligation to honor Your Convenience Checks if: (1) by paying a Convenience Check, You would exceed Your Credit Limit; (2) Your Cards or Convenience Checks have been reported lost or stolen; (3) Your Account has been cancelled or has expired. If a postdated Convenience Check is paid and, as a result, any other Convenience Check is returned unpaid, We are not responsible for any resulting loss or liability.

DEFAULT. You will be in default if: (a) You do not make any payment or perform any obligation under this Agreement, or any other agreement that You may have with Us; or (b) You should die, become involved in any insolvency, receivership or custodial proceeding brought by or against You; or (c) You have made a false or misleading statement in Your credit application and/or in Your representations to Us while You owe money on Your Account; or (d) A judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us; and/or (e) We should, in good faith, believe Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the very essence.

Upon any occurrence of default, We may, to the extent permitted by law, cancel Your rights under this Agreement, require the return of all access devices and declare the entire balance of Your Account immediately due and payable, without prior notice or demand.

COLLECTION COSTS. In the event collection efforts are required to obtain payment on this Account, to the extent permitted by law, You agree to pay all court costs, private process server fees, investigation fees or other costs incurred in collection and reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or in the recovery of any Collateral.

ENFORCEMENT. We do not lose Our rights under this Agreement or any related agreement if We delay enforcing them. We can accept late payments, partial payments or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

NOTIFICATION OF ADDRESS CHANGE. You will notify Us promptly if You move or otherwise have a change of address.

CHANGE IN TERMS. We may change the terms of this Agreement by mailing or delivering to You written notice of the changes as prescribed by the Federal Truth-In-Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances.

INTEGRATED DOCUMENTS. Any separate sheet of paper labeled "Additional Disclosure - Federal Truth-In-Lending Act," which is delivered together with this Agreement or at a later date becomes an integrated part of this Agreement and Disclosure.

CONSENT TO AGREEMENT. You acknowledge receipt of a copy of this Agreement By signing the application; or by using Your Account or any Account access device; or by authorizing another to use Your Account, You agree to and accept its terms.

UPDATING AND DISCLOSING FINANCIAL INFORMATION. You will provide facts to update information contained in Your original Account application or other financial information related to You, at Our request. You also agree that We may, from time to time, as We deem necessary, make inquiries pertaining to Your employment, credit standing and financial responsibility in accordance with applicable laws and regulations. You further agree that We may give information about the status and payment history of Your Account to consumer credit reporting agencies, a prospective employer or insurer, or a state or federal licensing agency having any apparent legitimate business need for such information.

TERMINATION. Either You or We may cancel Your Account at any time, whether or not You are in default. You will, in any case, remain liable to pay any unpaid balances according to the terms of Your Account.

OWNERSHIP. Your Card remains Our property and may be cancelled by Us at any time without notice. You agree to surrender Your Card and to discontinue its use immediately upon Our request.

ISSUANCE OF A PERSONAL IDENTIFICATION NUMBER. We will issue, upon Your request, a Personal Identification Number (PIN) for use with participating Automated Teller Machines (ATMs). This PIN is confidential and should not be disclosed to anyone. You may use Your PIN to access Your Account and all sums advanced will be added to Your Account balance. In the event a use of Your PIN

constitutes an Electronic Fund Transfer, the terms and conditions of Your Electronic Fund Transfer Agreement may also affect Your rights.

EFFECT OF AGREEMENT. Even though the sales, cash advance, credit or other slips You may sign or receive when using Your Card contain terms, this Agreement is the contract which solely applies to all transactions involving the Card.

UNAUTHORIZED USE. You may be liable for the unauthorized use of Your Card. You will not be liable for the unauthorized use that occurs after You notify Us of the loss, theft, or possible unauthorized use. You may notify Us orally by calling (509) 378-3100, or by writing to Us at Customer Service, P.O. Box 31112, Tampa, FL 33631-3112. In any case, Your liability will not exceed \$50.00.

PRE-AUTHORIZED RECURRING CHARGES. You may, from time to time, establish preauthorized recurring charges be made on Your Account. You understand that any such preauthorized recurring charges will continue unless discontinued by You directly with the service provider with whom You preauthorized the recurring charge.

To ensure that recurring preauthorized charges established and authorized by You are not interrupted in the event that Your Card or other Access Device is reissued, We may, but are under no obligation to do so, enroll Your account in automatic account information update services that communicate new Card/Access Device information to the service providers with whom You have established preauthorized recurring charges, the purpose of which is to ensure charges You authorize continue without interruption.

REFUSAL TO HONOR CARDS OR CONVENIENCE CHECKS. We are not liable for the refusal or inability of merchants, financial institutions and others to accept the Cards or Convenience Checks, or electronic terminals to honor the Cards or complete a Card withdrawal, or for their retention of the Cards or Convenience Checks.

TRANSACTION SLIPS. Your monthly statement will identify that merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement.

LOST CARDS OR CONVENIENCE CHECKS. To report lost or stolen Credit cards or Convenience Checks, You will immediately call Us at (509) 378-3100, or write to Us at Customer Service, P.O. Box 31112, Tampa, FL 33631-3112.

CREDITS. If a merchant who honors Your Card gives You credit for returns or adjustments, they will do so by sending Us credit on Your behalf (which will be posted to Your Account). If Your credits and payments exceed what You owe Us, We will hold and apply this credit against future purchases and cash advances, or if it is \$1.00 or more refund it on Your written request or automatically deposit it to Your share account after 6 months.

GOVERNING LAW. This Agreement is controlled and governed by the laws of the State of Washington, except to the extent that such laws are inconsistent with controlling federal law.

Your Billing Rights: Keep this Document for Future Use

This notice tells You about Your rights and Our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If You think there is an error on Your statement, write to Us at Customer Service, P.O. Box 31112, Tampa, FL 33631-3112. In Your letter, give Us the following information:

- **Account information:** Your name and Account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If You think there is an error on Your bill, describe what You believe is wrong and why You believe it is a mistake.

You must contact Us:

- Within 60 days after the error appeared on Your statement.

- At least 3 business days before an automated payment is scheduled, if You want to stop payment on the amount You think is wrong.

You must notify Us of any potential errors in writing. You may call Us, but if You do We are not required to investigate any potential errors and You may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When We receive Your letter, We must do two things:

- 1) Within 30 days of receiving Your letter, We must tell You that We received Your letter. We will also tell You if We have already corrected the error.
- 2) Within 90 days of receiving Your letter, We must either correct the error or explain to You why We believe the bill is correct.

While We investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report You as delinquent on that amount.
- The charge in question may remain on Your statement, and We may continue to charge You interest on that amount.
- While You do not have to pay the amount in question, You are responsible for the remainder of Your balance.
- We can apply any unpaid amount against Your Credit Limit.

After We finish Our investigation, one of two things will happen:

- **If We made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If We do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send You a statement of the amount You owe and the date payment is due. We may then report You as delinquent if You do not pay the amount We think You owe.

If You receive Our explanation but still believe Your bill is wrong, You must write to Us within 10 days telling Us that You still refuse to pay. If You do so, We cannot report You as delinquent without also reporting that You are questioning Your bill. We must tell You the name of anyone to whom We reported You as delinquent, and We must let those organizations know when the matter has been settled between Us. If We do not follow all of the rules above, You do not have to pay the first \$50.00 of the amount You question even if Your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If You are dissatisfied with the goods or services that You have purchased with Your Credit Card, and You have tried in good faith to correct the problem with the merchant, You may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- 1) The purchase must have been made in Your home state or within 100 miles of Your current mailing address, and the purchase price must have been more than \$50.00. (Note: Neither of these are necessary if Your purchase was based on an advertisement We mailed to You, or if We own the company that sold You the goods or services.)
- 2) You must have used Your Credit Card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses Your Credit Card account do not qualify.
- 3) You must not yet have fully paid for the purchase.

If all of the criteria above are met and You are still dissatisfied with the purchase, contact Us in writing at Our address shown in this Agreement.

While We investigate, the same rules apply to the disputed amount as discussed above. After We finish Our investigation, We will tell You Our decision. At that point, if We think You owe an amount and You do not pay, We may report You as delinquent.



Your Guide to Benefit describes the benefit in effect as of 4/15/21. 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 Your financial institution.

Auto Rental Collision Damage Waiver

No cardholder wants to incur the expense of repairing or replacing a rented car. But accidents do happen, and vehicles do get stolen. No matter what happens to Your rental car, You can be covered with Auto Rental Collision Damage Waiver.

Auto Rental Collision Damage Waiver reimburses You for damages caused by theft or collision -- up to the Actual Cash Value of most rented cars. Auto Rental Collision Damage Waiver covers no other type of loss. For example, in the event of a collision involving Your rented vehicle, damage to any other driver's car or the injury of anyone or anything is not covered. Rental periods of fifteen (15) consecutive days within Your country of residence, and thirty-one (31) consecutive days outside it, are both covered. (Longer rental periods, however, are not covered.)

You are eligible for this benefit if Your name is embossed on an eligible card issued in the United States and You use it to initiate and complete Your entire car rental transaction. Only You as the primary car renter and any additional drivers permitted by the Rental car Agreement are covered.

How Auto Rental Collision Damage Waiver works with other insurance

Auto Rental Collision Damage Waiver covers theft, damage, valid loss-of-use charges imposed and substantiated by the auto rental company, administrative fees and reasonable and customary towing charges, due to a covered theft or damage to the nearest qualified repair facility.

If You do have personal automobile insurance or other insurance that covers theft or damage, this benefit reimburses You for the deductible portion of Your car insurance or other insurance, along with any unreimbursed portion of administrative and loss-of-use charges imposed by the car rental company, as well as reasonable towing charges while the car was Your responsibility.

If You do not have personal automobile insurance or any other insurance, the benefit reimburses You for covered theft, damage, or administrative and loss-of-use charges imposed by the rental company, as well as reasonable towing charges

that occur while You are responsible for the vehicle.

If You are renting outside of Your country of residence, the coverage provided under this benefit is primary and reimburses You for covered theft, damage, or administrative and loss-of-use charges imposed by the rental company, as well as reasonable towing charges that occur while You are responsible for the vehicle.

How to use Auto Rental Collision Damage Waiver

1. Use Your card to initiate and complete Your entire car rental transaction.
2. Review the auto rental agreement and decline the rental company's collision damage waiver (CDW/LDW) option, or a similar provision, as accepting this coverage will cancel out Your benefit. If the rental company insists that You purchase their insurance or collision damage waiver, call the Benefit Administrator for assistance at **1-800-348-8472**. Outside the United States, call collect at **1-804-673-1164**.

Before You leave the lot, be sure to check the car for any prior damage.

This benefit is in effect during the time the rental car is in Your (or an authorized driver's) control, and it terminates when the rental company reassumes control of their vehicle.

This benefit is available in the United States and most foreign countries (**with the exception of Israel, Jamaica, the Republic of Ireland or Northern Ireland**). However, this benefit is not available where precluded by law, or where it's in violation of the territory terms of the auto rental agreement, or when prohibited by individual merchants. **Because regulations vary outside the United States, check with Your auto rental company and the Benefit Administrator before You travel, to be sure that Auto Rental Collision Damage Waiver will apply.**

Vehicles *not* covered

Certain vehicles are not covered by this benefit, they consist of: expensive, exotic, and antique cars; cargo vans; certain vans; vehicles with an open cargo bed; trucks; motorcycles;

mopeds; motorbikes; limousines; and recreational vehicles.

Examples of expensive or exotic cars are the Alfa Romeo, Aston Martin, Bentley, Corvette, Ferrari, Jaguar, Lamborghini, Lotus, Maserati, Maybach, McLaren, Porsche, Rolls Royce, and Tesla. However, selected models of Audi, BMW, Mercedes-Benz, Cadillac, Infiniti, Land Rover, Lexus, Lincoln, and Range Rover are covered.

An antique car is defined as one that is over twenty (20) years old, or one that has not been manufactured for ten (10) years or more.

Vans are not covered. But those designed as small-group transportation vehicles (seating up to nine (9) people, including the driver) are covered.

If You have questions about a specific vehicle's coverage or organization where the vehicle is being reserved, call the Benefit Administrator at 1-800-348-8472, or call collect outside the United States at 1-804-673-1164.

Related instances & losses *not* covered

- Any obligation You assume under any agreement (other than the deductible on Your personal auto policy) Any violation of the auto rental agreement or this benefit
- Injury of anyone, or damage to anything, inside or outside the Rental Vehicle Loss or theft of personal belongings
- Personal liability
- Expenses assumed, waived, or paid by the auto rental company, or its insurer
- The cost of any insurance, or collision damage waiver, offered by or purchased through the auto rental company
- Depreciation of the Rental Vehicle caused by the incident including, but not limited to, "diminished value" Expenses reimbursable by Your insurer, employer, or employer's insurance
- Theft or damage due to intentional acts, or due to the driver(s) being under the influence of alcohol, intoxicants, or drugs, or due to contraband, or illegal activities
- Wear and tear, gradual deterioration, or mechanical breakdown
- Items not installed by the original manufacturer
- Damage due to off-road operation of the Rental Vehicle
- Theft or damage due to hostility of any kind (including, but not limited to, war, invasion, rebellion, insurrection, or terrorist activities)
- Confiscation by authorities
- Vehicles that do not meet the definition of covered vehicles

- Rental periods that either exceed, or are intended to exceed, fifteen (15) consecutive days, within Your country of residence, or thirty-one (31) days outside Your country of residence
- Leases and mini leases
- Theft or damage as a result of the authorized driver's and/or cardholder's lack of reasonable care in protecting the Rental Vehicle before and/or after damage or theft occurs (for example, leaving the car running and unattended)
- Theft or damage reported more than forty-five (45) days* after the date of the incident
- Theft or damage for which a claim form has not been received within ninety (90) days* from the date of the incident
- Theft or damage for which all required documentation has not been received within three hundred and sixty-five (365) days after the date of the incident
- Theft or damage from rental transactions that originated in Israel, Jamaica, the Republic of Ireland, or Northern Ireland
- Losses caused by or resulting from a Cyber Incident

***Not applicable to residents in certain states**

Filing a claim

It is Your responsibility as a cardholder to make every effort to protect Your Rental Vehicle from damage or theft. If You have an accident, or Your Rental Vehicle has been stolen, immediately call the Benefit Administrator at **1-800-348-8472** to report the incident, regardless of whether Your liability has been established. Outside the United States, call collect at **1-804-673-1164**.

You should report the theft or damage as soon as possible but no later than forty-five (45) days from the date of the incident.

The Benefit Administrator reserves the right to deny any claim containing charges that would not have been included, if notification occurred before the expenses were incurred. Thus, it's in Your best interest to notify the Benefit Administrator immediately after an incident. Reporting to any other person will not fulfill this obligation.

What You must submit to file a claim

At the time of the theft or damage, or when You return the Rental Vehicle, ask Your car rental company for the following documents:

- A copy of the accident report form
- A copy of the initial and final auto rental agreements (front and back)

- A copy of the repair estimate and itemized repair bill
- Two (2) photographs of the damaged vehicle, if available
- A police report, if obtainable
- A copy of the demand letter which indicates the costs You are responsible for and any amounts that have been paid toward the claim

Submit all of the above documents from the rental company, along with the following documents, to the Benefit Administrator:

- The completed and signed Auto Rental Collision Damage Waiver claim form (Important: This must be postmarked within ninety (90) days* of the theft or damage date, even if all other required documentation is not yet available – or Your claim may be denied).
- A copy of Your monthly billing statement (showing the last 4 digits of the Account number) demonstrating that the entire rental transaction was made on Your eligible Account.
- A statement from Your insurance carrier (and/or Your employer or employer's insurance carrier, if applicable), or other reimbursement showing the costs for which You are responsible, and any amounts that have been paid toward the claim. Or, if You have no applicable insurance or reimbursement, a statement of no insurance or reimbursement is required.
- A copy of Your primary insurance policy's Declarations Page (if applicable) to confirm Your deductible (This means the document(s) in Your insurance policy that lists names, coverages, limits, effective dates, and deductibles).
- Any other documentation required by the Benefit Administrator to substantiate the claim.

Finally, please note that all remaining documents must be postmarked within three hundred and sixty-five (365) days* of the theft or damage date **or Your claim may be denied.**

***Not applicable to residents of certain states.**

For faster filing, or to learn more about Auto Rental Collision Damage Waiver, visit www.eclaimsline.com

Finalizing Your claim

Your claim will typically be finalized within 15 (fifteen) days, after the Benefit Administrator has received all the documentation needed to substantiate Your claim.

Transference of claims

Once Your claim has been paid, all Your rights and remedies against any party in regard to this theft or damage will be transferred to the Benefit Administrator, to the extent of the

cost of payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.

Definitions

Account means Your credit or debit card Accounts.

Actual Cash Value means the amount a Rental Vehicle is determined to be worth based on its market value, age and condition at the time of loss.

Computer Programs means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

Cyber Incident means any of the following acts:

- unauthorized access to or use of Your Digital Data or Rental Vehicle;
- alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, deletion, erasure, loss of use or destruction of Your Digital Data or Rental Vehicle;
- transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against Your Digital Data or Rental Vehicle;
- restriction or inhibition of access to or directed against Your Digital Data or Rental Vehicle;
- computer errors, including human operating error or omission; power failure, surge, or diminution of electronic systems; or mistakes in legitimate electronic code or damage from code installed on a Rental Vehicle during the manufacturing process, upgrade process, or normal maintenance

Digital Data means information, concepts, knowledge, facts, images, sounds, instructions, or Computer Programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. Digital Data shall include the capacity of a Rental Vehicle to store information, process information, and transmit information over the internet.

Eligible Person means a cardholder who pays for their auto rental by using their eligible Account.

Rental Car Agreement means the entire contract an eligible renter receives when renting a Rental Vehicle from a rental car agency which describes in full all of the terms and conditions of the rental, as well as the responsibilities of all parties under the contract.

Rental Vehicle means a land motor vehicle with four or

more wheels as described in the participating organization's disclosure statement which the eligible renter has rented for the period of time shown on the Rental Car Agreement and does not have a manufacturer's suggested retail price exceeding the amount shown on the participating organization's disclosure statement

You or Your means an Eligible Person who uses their eligible card to initiate and complete the rental car transaction.

Additional provisions for Auto Rental Collision Damage Waiver

- 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. Your financial institution 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.

For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-348-8472, or call collect outside the U.S. at 1-804-673-1164.

FORM #ARCDW – 2021 (Stand 04/21)

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