

TDECU

YOUR CREDIT UNION

CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT FOR YOUR TDECU ONYX MASTERCARD®

Notice: Read and retain this copy of your Credit Card Agreement and Disclosure Statement for future reference.

TERMS USED IN THIS AGREEMENT: This Agreement and Disclosure Statement (“Agreement”) covers your MasterCard® (“Account”). In this Agreement “You” and “Your” mean any person who signs this Agreement or uses the Card. “We,” “our,” and “us” mean Texas Dow Employees Credit Union, the issuer of your MasterCard. The “Card” means any credit card issued to you or those designated by you under the terms of this Agreement. “Use of the Card” means any procedure used by you, or someone authorized by you, to make a purchase or an advance whether or not the purchase or advance is evidenced by a signed written document. “Unauthorized use of the Card” means the use of the Card by someone other than you who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. In this Agreement, any plural terms shall be deemed singular and any singular terms shall be deemed plural when context and construction so require.

CONSENSUAL SECURITY INTEREST: You agree to give the Credit Union a security interest in any and all funds on deposit in accounts in which you have an ownership interest, both now and in the future, with the exception of retirement accounts or any other accounts that would lose special tax treatment under state or federal law if given as security. The granting of this security interest is a condition for the issuance of any Card that you may use, directly and indirectly, to obtain extensions of credit under this Agreement. This means that, if you are in default, the Credit Union can, without prior notice to you, take funds from any eligible account(s) in which you have an ownership interest and apply them as a credit against your credit card Account in any amount available up to the entire balance. Collateral securing other loans you have with the Credit Union, may also secure this loan.

EXTENSION OF CREDIT: The Credit Union has established a MasterCard Account in your name and one or more Cards will be issued to you or to those designated by you. By use of the Card or the Account you authorize the Credit Union to pay for your Account all items reflecting credit purchases and cash advances (including balance transfers).

JOINT APPLICANT LIABILITY: If more than one person signs the application, each of you shall be jointly and individually liable to us for all charges made to the Account, including applicable fees. In addition, you agree that each of you designates the other as agent for the purpose of making purchases extended under this Agreement and each use of your Account shall be an extension of credit to all. Notice to one of you shall constitute notice to all. Any cardholder may close the Account at any time by notifying us in writing. However, removal from the Account does not release you from any liability already incurred.

CARD SIGNATURE PANEL: Upon receipt of your new or reissued Card, you must sign the signature panel on the back of the Card. If the signature panel is not signed, merchants are not required to accept your Card.

OTHERS USING YOUR ACCOUNT: If you allow anyone else to use your Account, you will be liable for all credit extended to such persons. You promise to pay for all purchases, balance transfers, and cash advances made by anyone you authorize to use your Account, whether or not you notify us that he or she will be using it. If someone else is authorized to use your Account and you want to end that person’s privilege, you must notify us in writing, and if he or she has a Card, you must return the Card with your written notice for it to be effective.

LIABILITY FOR UNAUTHORIZED USE: You may be liable for the unauthorized use of your Card. If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should call us immediately at:

(877) 404-1009

You may also write us at:

Vantiv
P O Box 815909
Dallas, Texas 75381-5909

Although you may write to notify us of unauthorized use, calling us immediately at the telephone number above is the best way to keep your possible losses down.

You are not liable for any unauthorized use of your MasterCard once you notify us orally or in writing and as long as you meet the following criteria: (1) you have exercised reasonable care with your Card; (2) you have not reported two or more incidents of unauthorized use of your Card within the previous 12 months; and (3) you have maintained your Account in good standing. MasterCard's zero liability policy does not apply to cash advances obtained at an ATM.

CREDIT LIMITS (REVOLVING AMOUNT): The Credit Union will establish a line of credit for you and notify you of its amount when the Card is sent to you. You promise that payments we make for your Account resulting from use of the Card will at no time cause the outstanding balance of your Account to exceed your credit limit as established by us or as adjusted from time to time at our discretion. Notwithstanding the foregoing, in our discretion we may choose to approve a transaction you have requested that would cause you to exceed your approved credit limit and you will be responsible for such transactions. Each payment you make on the Account will restore your credit limit by that amount of the payment which is applied to the principal balance of purchases and cash advances. The Credit union has the right to reduce or terminate your credit limit at any time.

TRIPLE THE BUYING POWER™ "PAY IN FULL" CREDIT LIMIT (NONREVOLVING AMOUNT): If at account opening your income is \$50,000 or above per year combined with a minimum credit score of 700, the Credit Union will establish a "base + pay in full" line of credit for you. You will be notified of the "base" (revolving) amount described above when the card is sent to you. In addition, the Credit Union will establish a "pay in full" (non-revolving) line of credit for your account. This "pay in full" line of credit is valued up to two (2) times the "base" line of credit; each charge is evaluated in light of your spending and payment patterns on your account and other accounts you may have with us, your credit history and personal resources known to us. We reserve the right to deny any request for authorization. You promise that payments we make for your Account resulting from use of the Card will at no time cause the outstanding balance of your Account to exceed your credit limit as established by us or as adjusted from time to time at our discretion. Each payment you make on the Account will restore your credit limit by that amount of the payment which is applied to the principal balance of purchases and cash advances. The Credit Union has the right to reduce or terminate your credit limit at any time. Note: If at any time your income or credit score falls below the minimum requirements your MasterCard account will default to "BASE CREDIT LIMIT (REVOLVING AMOUNT)" and you will be notified by mail.

PROMISE TO PAY: You promise to pay us in U.S. dollars for (a) all purchases, cash advances, and balance transfers made by you or anyone whom you authorize to use the Card or Account; (b) **INTEREST CHARGES** and other charges or fees; (c) collection costs and attorney's fees as permitted by applicable law, and any costs incurred in the recovery of the Card; and (d) credit in excess of your credit limit that we may extend to you. At the end of each monthly billing cycle for which you have a balance on your Account, you will be furnished with a periodic statement showing (i) the "Previous Balance" (the outstanding balance in the Account at the beginning of the billing cycle), (ii) the amount of all cash advances, purchases, balance transfers, late charges, **INTEREST CHARGES**, and other charges or fees posted to your Account during the billing cycle, (iii) the amount of all payments and credits posted to your Account during the billing cycle, and (iv) the "New Balance" which is the sum of (i) and (ii) minus (iii).

You agree to pay on or before the "Payment Due Date" shown on the monthly periodic statement the entire new balance or a minimum payment equal to 2% of the new balance or \$18, whichever is greater, plus any amount in excess of the credit limit established by us (this includes the total "Pay In Full" line of credit used). If the new balance is \$18 or less, you agree to pay it in full. Payment is late if not received by the "Payment Due Date"; if payment is not received before 10 days after the due date all requests for authorization will be declined until payment is received and Account will be assessed a late fee. If payment is received 10 or more days after the "Payment Due Date", 3 or more times in a rolling 12 month period, your MasterCard Account will be closed. You may make extra payments in advance of the due date without a penalty, and you may repay any funds advanced, credit extended, or amount outstanding at any time without a penalty for early payment. Regardless of the amount of any extra payment during a given month, a monthly payment will be required the following month if a balance remains on your Account.

CREDIT INSURANCE: Credit insurance is not required for any extension of credit under the Agreement. However, if available, you may purchase credit insurance through the Credit Union and have the premium added to the outstanding balance in your Account. If you elect to do so, you will be given the necessary disclosures and documents separately. Credit insurance is not available for TDECU Business Accounts.

ANNUAL SALES REBATE: Annually the first \$500,000 in net sales on your Account (based on Account opening date) will receive an “Annual Tiered Rebate.” Distribution is paid in form of a Credit to your Account and is awarded as follows:

\$1.00 - \$4,999 awarded at .50%

\$5,000 - \$14,999 awarded at 1%

\$15,000 - \$500,000 awarded at 2%

Rebate will be forfeited if Account is closed or not in good standing on distribution date. Allow up to 30 days for rebate Credit to post.

TERMINATION OR CHANGES: The Credit Union may add to, delete, or change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. If permitted by law and specified in the notice to you, the change will apply to your existing Account balance as well as to future transactions. Either you or the Credit Union may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any **INTEREST CHARGES** and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized. The Cards and convenience checks you receive remain the property of the Credit Union and you must surrender to the Credit Union all Cards and convenience checks upon request or upon termination of this Agreement whether by you or the Credit Union.

DEFAULT: You will be in default: (1) if you fail to make any payment on time; (2) if you fail to keep any promises you have made under this or any other agreement with the Credit Union; (3) if you are the subject of an order for relief under Title 11 of the U.S. Code (Bankruptcy); (4) if anyone tries, by legal process, to take any of your money in the Credit Union (5) if you have given the Credit Union false or inaccurate information in obtaining your Card; or (6) if anything happens or any condition exists which the Credit Union reasonably believes impairs your ability to repay what you owe.

ACCELERATION: If you are in default, the Credit Union may, without prior notice to you, call any amounts you still owe immediately due and payable plus **INTEREST CHARGES** which shall continue to accrue until the entire amount is paid. You expressly waive any right to notice or demand, including but not limited to, demand upon default, notice of intention to accelerate and notice of acceleration. The Card remains the property of the Credit Union at all times and you agree to immediately surrender the Card upon demand of the Credit Union. You agree to pay all reasonable costs of collection, including court costs and attorney’s fees imposed, and any cost incurred in the recovery of the Card.

COST OF CREDIT: You will pay an **INTEREST CHARGE** for all advances made against your Account. If your Account features an Introductory Rate, you will pay an Introductory Rate for all advances made against your Account at the Daily Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** (“APR”) set forth in the Additional Disclosure attached and incorporated into this Agreement. Any Introductory Rate applicable to your Account will apply for the time period as set forth in the Additional Disclosure. After any Introductory Rate period, or if an Introductory Rate does not apply to your Account, the Standard Rate for your account will range from .0260274 per day to .0479452 which corresponds to an **ANNUAL PERCENTAGE RATE** (APR) ranging from 9.50% to 17.50%. After your Account is opened, we may review your credit report periodically from time to time at our discretion and adjust your Standard Rate according to your credit score. You will be notified no less than 45 days prior to any rate change. Cash advances (including balance transfers) incur an **INTEREST CHARGE** from the date they are posted to the Account. If you have paid your Account in full by the due date shown on the previous monthly statement, or there is no previous balance, you have not less than 25 days to repay your Account balance before an **INTEREST CHARGE** on the current purchases will be imposed. If you have not paid your Account in full by the due date shown on the previous monthly statement, you have no grace period in which to repay your Account balance before an **INTEREST CHARGE** on current purchases will be imposed, and such **INTEREST CHARGE** will begin on the date such purchases are posted to your Account. No additional **INTEREST CHARGE** will be incurred whenever you pay the Account in full by the Payment Due Date shown on your monthly periodic statement.

The **INTEREST CHARGE** is figured by applying the periodic rate to the “balance subject to **INTEREST CHARGE**,” which is the “average daily balance” of your Account, including certain current transactions. The “average daily balance” is arrived at by taking the beginning balance of your Account each day and adding any new cash advances (including balance transfers), and, unless you pay your Account in full by the due date shown on your previous monthly statement or there is no previous balance, adding in new purchases, and subtracting any payments or credits and unpaid **INTEREST CHARGES**. The daily balances for the billing cycle are then added together and divided by the number of days in the billing cycle. The result is the “average daily balance.” The **INTEREST CHARGE** is determined by multiplying the “average daily balance” by the number of days in the billing cycle and applying the periodic rate to the product. The

INTEREST CHARGE for certain categories of transactions subject to an introductory rate or a promotional rate may be separately calculated for those category balances. You may pay any amounts outstanding at any time without penalty for early payment.

ACCOUNTS WITH DIFFERENT APRs: Payments made in excess of the required minimum payment will be applied to the balance with the highest APR before any such excess payments are applied to balances with lower APRs.

CASH ADVANCE FEE: We will not charge you a Cash Advance Fee. If an advance is made by another institution, the other institution may impose a fee. If you obtain a cash advance by using an automated teller machine (ATM), any fee imposed upon the Credit Union by the owner or operator of the machine may be passed on to you. Any charge made under this paragraph will be added to the balance of your Account and treated as a cash advance.

ANNUAL FEE: You will not be charged an annual fee for the issuance or use of the Card.

LATE PAYMENT FEE: If we do not receive your required minimum payment within 10 days of the payment due date, you will be charged a late payment fee as set forth in the Additional Disclosure. In no event will the late payment fee exceed the amount of the minimum payment due for the applicable statement period.

RETURNED PAYMENT FEE: We will charge you a returned payment fee each time you send us a payment that is returned unpaid for any reason. We will charge you this fee each time any payment is returned unpaid, even if it is paid upon resubmission. The amount of the returned payment fee is set forth in the Additional Disclosure. In no event will the returned payment fee exceed the amount of the minimum payment due for the applicable statement period.

OVER-THE-CREDIT-LIMIT FEE: You will not be charged an Over the Credit Limit Fee when using your Card.

BALANCE TRANSFER FEE: You will not be charged a Balance Transfer Fee.

FEDEX FEE FOR EXPEDITING LOST, STOLEN, OR ADDITIONAL CARD: We will charge you a fee for the FedEx delivery of your card as set forth in the Additional Disclosure.

TELEPHONE PAYMENT THROUGH TDECU: If you make a telephone request to make a payment within 24 hours of payment due date, we will charge a Telephone Payment fee as set forth in the Additional Disclosure.

CREDITING OF PAYMENTS: All payments made on your Account at (i) the address designated for payment on the monthly periodic statement, (ii) through the gotomycard.com website and (iii) made to a member service representative at any of our branch offices will be credited to your Account on the date of receipt. If the date of receipt for a mailed payment or a payment made at a branch drop box is not a business day, your payment will be credited on the first business day following receipt. The required minimum payment for your Account will be applied first to collection costs, then to any **INTEREST CHARGES** and other fees due, and then to the unpaid principal balance. Interest paid or agreed to be paid shall not exceed the maximum amount permissible under applicable law, and in any contingency whatsoever, if we shall receive anything of value deemed interest under applicable law which would exceed the maximum amount of interest permissible under applicable law, the excessive interest shall be applied to the reduction of the unpaid principal amount or refunded to you.

BALANCE TRANSFERS: If you request a balance transfer to be made, you should not rely on a balance transfer to be made by any particular date. Although most balance transfers will be made sooner, it could take up to three weeks before payment to your other Account is made. Accordingly, you should continue to make all required payments on your other accounts until you confirm that the balance transfer has been made. Balance transfers may not exceed your available credit. Balance transfer requests will be processed in the order you list them on the balance transfer request form or additional sheet if included. If a balance transfer request is more than the available credit limit, we will automatically lower the balance transfer amount to your available credit and complete the transfer. We will not close your other accounts, even if you transfer the entire balance. If you want to close your other accounts, you should contact the issuer directly. Balance transfer cannot be used to pay towards TDECU credit card or loan balances. Transfer of a balance that contains disputed purchases or other charges may cause you to lose any dispute rights you may have with regard to those purchases or other charges. There is no grace period for balance transfers.

CREDIT INVESTIGATION: In conjunction with your application for credit and, if approved, maintenance of your Account, you agree that we have the right to investigate your credit and employment history, to verify your credit references, to request and use credit reports, and to report the way you pay your Account to credit bureaus and other

interested parties. We may report the status and payment history of your Account to the credit reporting agencies each month. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of this Agreement. **If you believe that the information we have reported to the credit reporting agencies is inaccurate or incomplete, please notify us in writing at Texas Dow Employees Credit Union, 1001 FM 2004, Lake Jackson, TX 77566-4012. Please include your name, address, home telephone number, and Account number.**

CONVENIENCE CHECKS: The Credit Union may issue checks at our discretion that may be used for any purpose other than making payment for credit to your Account. By signing such checks, you authorize us to pay the item for the amount indicated and post such amount as a cash advance to your Account. We do not have to pay any item that would cause the outstanding balance in your Account to exceed your credit limit.

ILLEGAL TRANSACTIONS: You may not use your Card or Account for any illegal purpose or unlawful transactions. You agree that we may decline to process any transaction that we believe in good faith to be for an illegal purpose. You agree that we will not be liable for declining to process any such transaction. If we do process any transaction that ultimately is determined to have been for an illegal purpose, you agree that you will remain liable to us under this Agreement for any such transaction notwithstanding its illegal nature. You agree that any illegal use of the Card will be deemed an act of default under this Agreement. You further agree to waive any right to take legal action against us for your illegal use of the Card and to indemnify, defend, and hold us and MasterCard International, Inc. harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

FOREIGN TRANSACTIONS: If you effect a foreign transaction with your MasterCard, MasterCard International will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated exchange rate or a wholesale exchange rate selected by MasterCard International for the applicable currency on the day the transaction is processed, which rate may differ from the applicable rate on the date the transaction occurred or when the transaction is posted to your Account.

ADDITIONAL PROVISIONS: Each provision of this Agreement must be considered part of the total Agreement and cannot in any way be severed from it. However, if any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable. You understand that the validity, construction, and enforcement of this Agreement is governed by the laws of the State of Texas to the extent not preempted by applicable federal law, and it is performable in Brazoria County, Texas. We do not warrant any merchandise or services purchased by you with the Card. All purchases and cash advances are extended at the option of the merchant or cash advancing financial institution and the Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card. The Card remains our property at all times and you agree to immediately surrender the Card upon demand. You agree to pay all reasonable costs of collection, including court costs and attorney's fees, and any costs incurred in the recovery of the Card. We can accept late payments or partial payments, or checks or money orders marked "payment in full" without losing any of our rights under this Agreement. We can also waive or delay enforcing any of our rights under this Agreement without losing them. You expressly waive presentment for payment, demand, protest, and notice of protest and dishonor of same. You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment.

RECEIPT OF AND AGREEMENT TO TERMS AND CONDITIONS OF AGREEMENT: By signing an application for the Card or by using the Card, you agree to all the terms and conditions and promise to perform all the obligations, requirements, and duties contained in this Agreement, and you acknowledge receipt of a copy of this Agreement.

GUIDE TO BENEFITS TDECU ONYX PLATINUM MASTERCARD® CARDHOLDER BENEFITS

Important information Please read and save.

This Guide to benefits contains detailed information about extensive travel, insurance, and retail protection services you can access as a preferred cardholder. These programs and coverage's apply to travel and retail purchases made on or after August 1, 2008. This Guide supersedes any guide or program description you may have received earlier. To file a claim or

for more information on any of these services, call the MasterCard Assistance Center at 1-800-MC-ASSIST or en Espanola: 1-800-633-4466

“Card” refers to TDECU Onyx Platinum MasterCard® card and “Cardholder” refers to a TDECU Onyx Platinum MasterCard® cardholder.

EXTENDED WARRANTY COVERAGE

TDECU Onyx Platinum MasterCard cardholders can benefit from the security and safety offered through Extended Warranty coverage. Extended Warranty is an insurance program.

Key Term: You or Yours means TDECU Onyx Platinum MasterCard cardholder.

To get coverage:

You must purchase the new item entirely with your TDECU Onyx Platinum MasterCard 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. The original purchase does not have to be registered to receive this benefit.

The kind of coverage you receive:

Extended Warranty doubles the original warranty time period and duplicates the coverage of the original manufacturer’s (or U.S. store brand) 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 duplicated up to a maximum of twelve (12) months. Should you fail to properly register the original warranty as required by manufacturer, Extended Warranty 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, Extended Warranty 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.

Coverage limitations:

The maximum Extended Warranty benefit for repair or replacement shall not exceed the actual amount charged on your TDECU Onyx Platinum MasterCard 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, Extended Warranty benefits will not apply.

The 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.

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); or “satisfaction guaranteed” items.

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.

How to file a claim for Extended Warranty coverage:

Call **1-800-MC-ASSIST** to request a claim form. You must report the claim within thirty (30) days of the failure or the claim may not be honored.

Submit the following documentation within ninety (90) days from the date of failure or the claim may not be honored:

Completed and signed claim form.

TDECU Onyx Platinum MasterCard receipt showing covered item.

TDECU Onyx Platinum MasterCard statement showing covered item.

Itemized purchase receipt.

Original manufacturer's or (or U.S. store brand) warranty.

Service contract or optional extended warranty, if applicable.

Itemized repair estimate from a factory authorized service provider.

Any other documentation that may be reasonably requested to validate a claim.

Reminder: Please refer to the Final Legal Disclosure section.

Price Protection

TDECU Onyx Platinum MasterCard cardholders can benefit from the security and safety offered through Price Protection coverage. If you find a lower price for something you bought with your TDECU Onyx Platinum MasterCard card within sixty (60) days of purchase, you may be eligible for benefits under this coverage. Price Protection is an insurance program.

Key terms:

> **You or yours** means TDECU Onyx Platinum MasterCard cardholder.

> **Printed advertisements** means advertisements appearing in a newspaper, magazine, store circular, or catalog that state the authorized dealer or store name, item (including make and model number), and sale price. The advertisement must have been published within sixty (60) days after the date on which you purchased the product and must be for the identical item (advertisement must verify the same manufacturer and model number).

> **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 sixty (60) days after the date on which 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.

> **Auction (online or live)** means a place or Internet site where items are sold by means of price bids or 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, and public or private live auctions.)

To get coverage:

> You must purchase the new item entirely with your TDECU Onyx Platinum MasterCard card for yourself or to give as a gift.

> You must see either a printed advertisement or a non-auction Internet advertisement for the same product (advertisement must verify the same manufacturer and model number) for a lower price within sixty (60) days from the date of purchase as indicated on your TDECU Onyx Platinum MasterCard receipt.

> Your original purchase does not have to be registered to receive this benefit.

The kind of coverage you receive:

> Most purchases you make entirely with your TDECU Onyx Platinum MasterCard card are covered for sixty (60) days from the date of purchase indicated on your TDECU Onyx Platinum MasterCard receipt for the difference between the price you paid and the lower price advertised.

- > Items you purchase with your TDECU Onyx Platinum MasterCard 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).

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 account per twelve (12) month period.

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 more than sixty (60) 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,” or “close outs”; or as “discontinued.”
- > Printed advertisements or non-auction Internet advertisements that offer prices lower than that of your purchased item due to rebates, special offers, bonuses, free items/giveaways, manufacturer’s coupons, or special financing.
- > Professional services, including workmanship, installation, professional advice/counseling, technical support, and help-line support.
- > 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 projects.
- > Game animals, pets, or specimens preserved for display (for example: fish, birds, reptiles, or mammals).
- > Travelers checks, tickets of any kind (for example: for airlines, sporting events, concerts, or lotteries), negotiable instruments, bullion, rare or precious metals, stamps, coins, currency, or the equivalent.
- > Differences in price due to sales tax, storage, shipping, handling, postage, transportation, or delivery.
- > Differences in price due to foreign exchange rates or fluctuation in foreign exchange rates.

How to file a claim under Price Protection coverage:

For a Printed Advertisement:

- > Call 1-800-MC-ASSIST to request a claim form.
- > Submit the following documentation within sixty (60) days of the advertisement’s publication:
 - > Completed and signed claim form.
 - > Copy of the printed advertisement that shows the date of the advertisement, retailer name, the product (advertisement must verify the same manufacturer and model number as what you bought), and sale price.
 - > TDECU Onyx Platinum MasterCard receipt showing item purchased.
 - > TDECU Onyx Platinum MasterCard statement showing item purchased.
 - > Itemized purchase receipt.
 - > Any other documentation we may reasonably request.
- > Once all required documentation is submitted and your claim is verified, you will receive a check for the price difference, up to a maximum of \$250.

For a Non-Auction Internet Advertisement:

- > Call **1-800-MC-ASSIST** to request a claim form.
- > Submit the following documentation within sixty (60) days of the advertisement’s publication:
 - > Completed and signed claim form.
 - > Copy of the non-auction advertisement that shows the date of the advertisement, website address, retailer name, the product (the advertisement must verify the same manufacturer and model number as what you bought), sale price, and, if applicable, shipping, handling, and other charges.

- > TDECU Onyx Platinum MasterCard receipt showing item purchased.
 - > TDECU Onyx Platinum MasterCard statement showing item purchased.
 - > Itemized purchase receipt.
 - > Any other documentation that may be reasonably requested to validate a claim.
- > Once all required documentation is submitted and your claim is verified, you will receive a check for the price difference, up to a maximum of \$250.

Reminder: Please refer to the Final Legal Disclosure section. PP-1 (12-04)

Purchase Assurance

MasterCard cardholders can benefit from the security and safety offered through Purchase Assurance Coverage. If something you bought with your TDECU Onyx Platinum MasterCard card is damaged or stolen within ninety (90) days of purchase, you may be eligible for benefits under this coverage. Purchase Assurance is an insurance program.

Key terms:

- > You or Yours means TDECU Onyx Platinum MasterCard cardholder.
- > 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.
- > 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.

To get coverage:

- > You must purchase the new item entirely with your MasterCard card for yourself or to give as a gift.
- > Original purchase does not have to be registered to receive this benefit.

The kind of coverage you receive:

- > Most items you purchase entirely with your MasterCard card are covered if damaged or stolen within ninety (90) days from the date of purchase as indicated on your MasterCard receipt.
- > Items you purchase with your MasterCard 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.

Coverage limitations:

- > Coverage is limited to the actual cost of the item (excluding delivery and transportation costs).
- > Coverage is limited to a maximum of \$1,000 per claim 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 credit card statement, regardless of sentimental or appreciated market value.

What is NOT covered:

- > Items left in public sight, out of arms reach, lacking care, custody, or control by the MasterCard cardholder or responsible party.
- > 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. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.
- > 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 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 vehicle.
- > 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 throwers, lawn mowers, and hedge trimmers).
- > Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- > Travelers cheques, tickets of any kind (for example, for airlines, sporting events, concerts, or lotteries), 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.
- > Losses caused by inherent product defects or pre-existing conditions.
- > Direct or indirect losses 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.
- > Indirect or direct damages resulting from a covered loss.
- > Game animals, pets, or specimens preserved for display (for example, 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.

How to file a claim under Purchase Assurance coverage:

- > Call 1-800-MC-ASSIST to request a claim form. You must report the claim within thirty (30) days of the loss or the claim may not be honored.
- > Submit the following documentation within sixty (60) days of the date you report the claim:
 - > Completed and signed claim form.
 - > Proof of loss.
 - > Photograph clearly showing damage, if applicable.
 - > MasterCard receipt showing purchase of covered item.
 - > MasterCard statement showing purchase of covered item.
 - > Itemized purchase receipt.
 - > Report from police listing items stolen.
 - > Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renters, or auto insurance policy).
 - > Any other documentation that reasonably may be requested to validate a claim.

Reminder: Please refer to the Final Legal Disclosure section. PA-1 (12-04)

MasterRental Coverage

TDECU Onyx Platinum MasterCard cardholders can benefit from the security and safety offered through MasterRental Coverage. If you rent a vehicle for fifteen (15) consecutive days or less with your TDECU Onyx Platinum MasterCard card, you may be eligible for benefits under this coverage. MasterRental is an insurance program.

Key terms:

> **You or Yours** means TDECU Onyx Platinum MasterCard cardholder.

To get coverage:

- > Initiate and pay for the entire rental agreement/contract (tax, gasoline, and airport fees are not considered rental charges) with your TDECU Onyx Platinum MasterCard card. If a rental company promotion/discount of any kind is initially applied toward payment of the rental vehicle, at least one (1) day of rental must be billed to your TDECU Onyx Platinum MasterCard card.
- > You must decline the Collision/Damage Waiver offered by the vehicle rental company.
- > You must rent the vehicle in your own name and sign the vehicle rental agreement/contract.
- > Your rental agreement/contract must be for a rental period of fifteen (15) consecutive days or less. Rental periods that exceed or are intended to exceed fifteen (15) consecutive days are not covered.
- > You must rent a vehicle (including minivans and sport utility vehicles that are designed to accommodate nine passengers or fewer) that is intended for bound surfaces, such as concrete and tarmac. Rented vehicles must have a manufacturer's suggested retail price that does not exceed \$50,000 USD.

The kind of coverage you receive:

- > MasterRental will pay for covered damages on a secondary basis only for which you or any other authorized driver is legally responsible to the rental agency.
- > Covered damages include:
- > 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.
- > Reasonable towing charges to the nearest factory authorized collision repair facility.
- > If you or an authorized driver's primary vehicle insurance or other coverage has made payments for a covered loss, MasterRental will cover your deductible and any other eligible amounts not covered by other insurance.
- > Coverage is secondary to any other applicable insurance or coverage available to you. Coverage is limited to only those amounts not covered by any other insurance or coverage benefit.

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. Please, contact your insurance provider for full coverage details pertaining to your personal vehicle insurance policy.

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

Who is covered:

- > The TDECU Onyx Platinum MasterCard cardholder and those designated in the vehicle rental agreement/contract as authorized drivers.

Excluded rental vehicles:

- > All trucks, pickups, full-size vans mounted on truck chassis, 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 manufacturer's suggested retail price that exceeds \$50,000 USD.

Where you are covered:

In general coverage applies worldwide, but there are exceptions:

- > Coverage is not available for vehicles rented in the following countries: Ireland, Israel and Jamaica.
- > You may be unable to receive benefits in Australia, Italy and New Zealand. Please contact your vehicle rental agency before you travel.
- > Coverage is not available where prohibited by law.

Coverage limitations:

- > MasterRental will pay the lesser of the actual repair amount, current market value (less salvage), or \$50,000 per incident for which the TDECUCard Onyx Platinum MasterCard cardholder or any other authorized driver is legally responsible to the rental agency.
- > MasterRental will not pay for or duplicate the Collision/Damage Waiver coverage offered by the rental agency.

What is NOT covered:

- > Any personal item stolen from the interior or exterior of rental vehicles.
- > Vehicle not rented by the TDECUCard Onyx Platinum MasterCard cardholder or authorized user on TDECUCard Onyx Platinum MasterCard account.
- > Any person not designated in the rental agreement/contract as an authorized driver.
- > Any obligations you assume other than that which is covered under MasterRental or your primary vehicle insurance or other indemnity policy.
- > Any violation of the written terms and conditions of the rental agreement/contract.
- > Any loss that occurs while driving under the influence of drugs or alcohol; racing; reckless driving.
- > Losses involving the theft of the rental vehicle when the renter or authorized driver cannot produce the keys to the rental vehicle at the time of reporting the incident to 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 was accepted/purchased by you or given to you by the rental agency.
- > Any damage that is of an intentional or non-accidental nature, caused by the renter or authorized driver(s) of the rental vehicle. **[Except for residents of the state of New York, this exclusion is modified by the following limitation. This exclusion does not apply if: 1.) an individual or joint cardholder is liable for damages to the rental vehicle under the rental agreement/contract or liable for the charges from damages to the rental vehicle under the credit card agreement; 2.) the individual or joint cardholder is a victim of domestic violence and did not cooperate in or contribute to the damage; 3.) the damage arises out of a pattern of criminal domestic violence; and 4.) the perpetrator of the damage is criminally prosecuted for the act or acts causing the damage for which a claim is being made under this coverage. For New York state residents, this modification does not apply and is not in effect.]**
- > Depreciation, diminishment of value, administrative, or other fees charged by the vehicle rental company.
- > Vehicles with a rental agreement/contract that exceeds or is intended to exceed a rental period of fifteen (15) 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.
- > 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.
- > Indirect or direct damages resulting from a covered claim.
- > Theft of, or damage to, unlocked or unsecured vehicles.
- > Value-added tax, or similar tax, unless reimbursement of such tax is required by law.
- > Vehicles rented in Ireland, Israel, and Jamaica.

How to file a claim under MasterRental coverage:

- > Call **1-800-MC-ASSIST** to request a claim form. You must report the claim within thirty (30) 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 1-800-MC-ASSIST for further details.

- > Submit the following documentation within one hundred eighty (180) days of the incident or the claim will not be honored:
 - > Completed and signed claim form.
 - > TDECUCard Onyx Platinum MasterCard receipt showing the rental.
 - > TDECUCard Onyx Platinum MasterCard statement showing the rental.
 - > The rental agreement (front and back).
 - > Copy of valid driver's license (front and back).

- > Copy of the declarations page of any primary vehicle insurance and other valid insurance or coverage.
- > Report from police verifying that vehicle was stolen, vandalized, or involved in a collision.
- > Itemized repair estimate from a factory authorized collision repair facility.
- > Copy of vehicle rental company promotion, if applicable.
- > 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.
- > Any other documentation that may be reasonably requested to validate a claim.

Reminder: Please refer to the Final Legal Disclosure section.

Worldwide Automatic Travel Accident And Baggage Delay Insurance

TDECU Onyx Platinum MasterCard cardholders can benefit from the security and safety offered through Worldwide Automatic Travel Accident and Baggage Delay Insurance. If you charge the entire cost of travel passenger fare to your TDECU Onyx Platinum MasterCard, you, your spouse, and your dependent child(ren) automatically will be insured against accidental loss of life, limb, sight, speech, or hearing; and, if your baggage is delayed, you will be reimbursed for the emergency purchase of essential items up to a maximum of \$300.

Key terms:

- > **You or yours** means TDECU Onyx Platinum MasterCard cardholder.
- > **Common carrier** means any land, water, or air conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire.
- > **Commutation** means travel between the insured person's residence and regular place of employment.
- > **Baggage delay** means a delay or misdirection of the cardholder's property by a common carrier for more than four (4) hours from the time when the cardholder arrives at the destination on the cardholder's ticket.
- > **Cardholder's property** means the cardholder's baggage and personal property contained in the baggage that has been checked in with a common carrier.
- > **Spouse** includes a domestic partner who is at least 18 years of age and who, during the past 12 months (1) has been in a committed relationship with the primary cardholder, (2) has been the cardholder's sole spousal equivalent, (3) has resided in the same household as the cardholder, and (4) has jointly been responsible with the cardholder for each other's financial obligations and who intends to continue the relationship indefinitely.
- > **Dependent child(ren)** means unmarried children, including adopted children, those children placed for adoption, and step-children, who are primarily dependent upon the insured for maintenance and support and who are under the age of twenty-five (25) and reside with the insured; beyond the age of twenty-five (25) who are permanently mentally or physically challenged and incapable of self support; or up to the age of twenty-five (25), if classified as a full-time student at an institute of higher learning.
- > **Benefit amount** means the loss amount applicable at the time the entire cost of the passenger fare(s) is charged to your TDECU Onyx Platinum MasterCard account. The loss must occur within one year of the accident.
- > **Member** means a hand or foot.
- > **Loss** means, with respect to a hand, complete severance throughout or above the knuckle joints of at least four fingers on the same hand; with respect to a foot, complete severance through or above the ankle joint. The insurer will consider it a loss of a hand or foot even if they are later reattached.

To get coverage:

- > You must charge the entire cost of the passenger fare(s) to your TDECU Onyx Platinum MasterCard account, less redeemable certificates, vouchers, coupons, or free flights awarded from frequent flier cards.
- > If the entire cost of the passenger fare has been charged to your TDECU Onyx Platinum MasterCard prior to departure for the airport, terminal, or station, coverage also is provided for common carrier travel (including taxi, bus, train, or airport limousine, but not including courtesy transportation provided without a specific charge or commutation)—including such common carrier travel immediately (a) preceding your departure, directly to the airport, terminal, or station; (b) while at the airport, terminal, or station; and (c) immediately following your arrival at the airport, terminal, or station of your destination.
- > If the entire cost of the passenger fare has not been charged prior to your arrival at the airport, terminal, or station, coverage begins at the time the entire cost of the travel passenger fare is charged to your TDECU Onyx Platinum MasterCard account.
- > It is not necessary for you to notify the administrator or the insurance company when tickets are purchased.

The kind of coverage you receive:

Travel Accident Insurance Benefit up to \$1,000,000

\$300 Baggage Delay Benefit

- > The full benefit of **\$1,000,000** is payable for accidental loss of life, two or more members, sight of both eyes, speech and hearing, or any combination thereof.
- > One-half of the benefit amount is payable for accidental loss of: one member, sight of one eye, speech, or hearing.
- > One-quarter of the benefit amount is payable for the accidental loss of the thumb and index finger of the same hand.
- > The Baggage Delay amount is limited to \$100 per day, per cardholder up to a maximum of three (3) days for a covered trip and at a destination other than the cardholder's location of permanent residence.
- > Coverage is in excess if any other insurance, indemnity, or reimbursements from the common carrier are available to the insured person.
- > The Loss of Life benefit will be paid to the beneficiary designated by the insured. If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order: a) your spouse, b) your children, c) your parents, d) your brothers and sisters, and e) your estate.

Coverage limitations:

- > The insurer will pay the single largest applicable benefit amount. In no event will duplicate request forms or multiple charge cards obligate the insurance company in excess of the stated benefit amounts for any one loss sustained by any one individual insured as the result of any one accident.
- > In the event of multiple deaths per credit card account arising from any one accident, the insurer's liability for all such losses will be limited to a maximum limit of insurance equal to three times the applicable benefit amount for loss of life. Benefits will be proportionately divided among the insured persons, up to the maximum limit of the insurance.

What is NOT covered:

- > Loss resulting from your emotional trauma, mental or physical illness; pregnancy, childbirth, or miscarriage; bacterial or viral infection (except bacterial infection caused by an accident or from accidental consumption of a substance contaminated by bacteria); or bodily malfunctions.
- > Suicide, attempted suicide, or intentionally self-inflicted injuries.
- > Declared or undeclared war, but war does not include acts of terrorism.
- > An accident that occurs while you are inside, entering, or exiting any aircraft while acting or training as a pilot or crew member, but this exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency.
- > Essential items, including but not limited to, contact lenses, eyeglasses, or hearing aids; artificial teeth, dental bridges, or prosthetic devices; tickets, documents, money, securities, checks, travelers checks, and valuable papers; or business samples.
- > This coverage does not include commutation.

How to file a claim for Worldwide Automatic Travel Accident and Baggage Delay Insurance coverage:

- > Call 1-800-MC-ASSIST to request a claim form.
- > Submit the following documentation within one hundred eighty (180) days of the incident or the claim will not be honored:
 - > Completed and signed claim form.
 - > MasterCard statement showing purchase of the fare.
 - > Claim check and lost baggage report.
 - > Receipts for any items purchased.
 - > Any other documentation that may reasonably be requested.
 - > Answers to specific questions can be obtained by writing to the Plan Agent:

Plan Agent. DFS&A Insurance Agency, Inc., 80 West Upper Ferry Road, Suite 5, PO Box 77358, Ewing, NJ 08628.
Plan underwritten by Federal Insurance Company, a member insurer of Chubb Group of Insurance Companies.

Concierge Service

We'll make your dinner reservations, purchase tickets to events, coordinate business arrangements worldwide, locate hard-to-find items, and buy and deliver gifts. The cost of goods or services is billed to your TDECU Onyx Platinum MasterCard. To speak to a Concierge any time, any day, call **1-800-MC-ASSIST**

ID Theft Resolution Services

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, whose name is embossed on an eligible TDECU Onyx Platinum MasterCard, and who resides in the United States.

How can I access these services?

Simply contact **1-800-MC-ASSIST** 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:

- > 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.
- > Notifying all three major credit reporting agencies to obtain a free credit report for the cardholder and placing an alert on the cardholder's record with the agencies.
- > Assisting the cardholder with credit and charge card replacement.
- > Educating the cardholder on how Identity Theft can occur and of protective measures to avoid further occurrences.
- > Providing the cardholder with the Identity Theft Resolution Kit.
- > Providing the cardholder with sample letters for use in canceling checks, ATM cards, and other accounts.

Is there a charge for these services?

No, your Financial institution provides these to you at no extra cost.

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 primary eligible TDECU Onyx Platinum MasterCard 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, Europe Assistance U.S.A., Inc., relies on the truth of statement made in the Affidavit or declaration from each cardholder. This service is provided to eligible TDECU Onyx Platinum MasterCard 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 program 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 TDECU Onyx Platinum MasterCard cardholders, you will be notified within 30–120 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 –MC-ASSIST**.

MasterCard Global Service

MasterCard Global Service™ provides worldwide, 24-hour assistance with **Lost and Stolen Card Reporting, Emergency Card Replacement, and Emergency Cash Advance.**

Call MasterCard Global Service immediately to report your card lost or stolen and to cancel the account. If you need to make purchases or arrange for a cash advance, with your issuer's approval, you can receive a temporary card the next day in the United States and within two business days almost everywhere else.

Remember, if you report your card lost or stolen, you will not be responsible for any unauthorized transactions on your account.

In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call **1-800-MASTERCARD**. When out-of-country and in need of assistance, you can easily reach a specially trained MasterCard Global Service Representative who can help you 24 hours a day, 365 days a year, in any language.

You can call toll-free from over 75 countries worldwide. Some of the key toll-free MasterCard Global Service telephone numbers are:

Australia	1-800-120-113
Austria	0-800-90-1387
Germany	0800-819-1040

Hungary	06800-12517
Ireland	1-800-55-7378
Italy	800-870-866
Mexico	001-800-307-7309
Netherlands	0800-022-5821
Poland	0-0800-111-1211
Portugal	800-8-11-272
Spain	900-97-1231
United Kingdom	0800-96-4767
Virgin Islands	1-800-307-7309

For additional information, or for country-specific, toll-free telephone numbers not listed above, visit our Web site at www.mastercard.com or call the United States collect at **1-636-722-7111**.

Account Information and Card Benefits

When in the United States, contact your card issuer directly for account information and **1-800-MC-ASSIST** for card benefits. When traveling outside the U.S., call MasterCard Global Service to access your card issuer for account information or to access any of your card benefits.

ATM Locations

Call **1-800-4CIRRUS** to find the location of a nearby ATM in the MasterCard ATM Network accepting MasterCard®, Maestro®, and Cirrus® brands. Also, visit our Web site at www.mastercard.com to use our ATM locator. You can get cash at over one million ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel.

Account and Billing Information

Important: Contact your card-issuing financial institution directly for questions concerning your account, such as account balance, credit line, billing inquiries (including transaction exchange rates), merchant disputes, or information about additional services not described in this Guide. Your financial institution's phone number should be available on your monthly billing statement or on the back of your card.

Final Legal Disclosure

This Guide is not a policy or contract of insurance or other contract.

Benefits are purchased by MasterCard 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).

Collision Damage Waiver, Extended Warranty, Price Protection, Purchase Assurance, and Lost Luggage coverage are provided under a master policy of insurance issued by Virginia Surety Company, Inc. This Guide is intended as a summary of benefits provided to you. All information about the insurance benefits listed in this Guide is governed by the conditions, limitations, and exclusions of the master policy.

As the insurer of the MasterCard coverage described herein, Virginia Surety Company, Inc. ("VSC") collects personal information about you from the following sources:

Information the insurer gathers from you, from your request for insurance coverage or other forms you furnish to the insurer, such as your name, address, telephone number, and information about your transactions with the insurer such as claims made and benefits paid. The insurer may disclose all information it collects, as described above, to companies that perform administrative or other services on our behalf solely in connection with the insurance coverage you have received. The insurer does not disclose any personal information about former insureds to anyone, except as required by law. The insurer restricts access to personal information about you to those employees who need to know that information in order to provide coverage to you. The insurer maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information. Should you have any questions about the insurance procedures or the information contained within your file, please contact the insurer by writing to:

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

Effective date of benefits:

Effective August 1, 2008 this Guide replaces all prior disclosures, program descriptions, advertising, and brochures by any party. MasterCard and the insurer reserve the right to change the benefits and features of these programs at any time.

Cancellation:

We can cancel these benefits at any time or choose not to renew the insurance coverage for all cardholders. If we do 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 Town North Bank, 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 TDECU Onyx Platinum MasterCard cardholders 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 TDECU Onyx Platinum MasterCard 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 TDECU Onyx Platinum MasterCard cardholder has concealed or misrepresented any material facts concerning this coverage.

Due Diligence: All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

Subrogation: If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or 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 the 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.

In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

Benefits listed in this Guide are subject to the conditions, limitations, and exclusions described in each benefit section.

Receipt and/or possession of this Guide to Benefits does not guarantee coverage or coverage availability. FLD-2(3-05)

This Guide is intended as a summary of services and coverage's and, in case of a conflict between the Guide and the master insurance policies, or a member's, or the MasterCard actual offerings, such master policies or actual offering shall control. Provision of services is subject to availability and applicable legal restrictions.

To file a claim or request Travel Assistance Services, call 1-800-MC-ASSIST, or en Español: 1-800-633-4466. Visit our Web site at www.mastercard.com.

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INTEREST RATES AND INTEREST CHARGES	
Annual Percentage Rate (APR) for purchases	0% introductory APR on all purchases for six months.* After that, the Standard APR will range from 9.50% to 17.50% , based on your creditworthiness.

APR for Balance Transfers	0% introductory APR for twelve months.** After that, the Standard APR will range from 9.5% to 17.50% based on your creditworthiness
APR for Cash Advances	9.5% to 17.50% based on your creditworthiness
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
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 Bureau at http://www.consumerfinance.gov/learnmore
FEES	
Annual Fee	None
Penalty Fees	
<ul style="list-style-type: none"> • Late Payment • Returned Payment 	<p>Up to \$25</p> <p>Up to \$25</p>

How We Will Calculate Your Balance: We use a method called ‘average daily balance (including new purchases).’

*Introductory rate good until the first day of the billing cycle that includes the six month anniversary date of the opening of your account.

**Offer only applies to balance transfer requests received by us within 30 business days of account opening.

Federally insured by NCUA.