

**TEXAR Federal Credit Union**  
 2301 Richmond Road, Texarkana, TX 75503  
**CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT FOR YOUR MASTERCARD® ACCOUNT**  
 Account Agreement and Disclosure

Interest Rates and Interest Changes	
<b>Annual Percentage Rate (APR) For Purchases</b>	<b>2.99% or 4.99%</b> introductory APR for 6 months, based on your creditworthiness*. After that, your APR will be <b>8.99%, 13.99%, 16.99%</b> , based on creditworthiness*. This APR will vary with the market based on Prime Rate**.
<b>APR for Balance Transfers</b>	<b>2.99% or 4.99%</b> introductory APR for 6 months, based on your creditworthiness*. After that, the APR will be <b>8.99%, 13.99%, 16.99%</b> , based on creditworthiness*. This APR will vary with the market based on Prime Rate**.
<b>APR for Cash Advances</b>	<b>18.00%</b> This APR will vary with the market based on the Prime Rate**.
<b>Paying Interest</b>	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. We will begin charging interest for cash advances and balance transfers on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than <b>\$1.00</b> .
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>

Fees	
<b>Annual Fee</b>	None
<b>Transaction Fees</b>	
<ul style="list-style-type: none"> <li><b>Balance Transfer</b></li> <li><b>Cash Advance</b></li> <li><b>Foreign Transactions</b></li> </ul>	None Either <b>\$2</b> or <b>2%</b> of the amount of each transfer, whichever is greater (maximum fee: <b>\$30</b> ) <b>1%</b> of each transaction in U.S. dollars
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li><b>Late Payment</b></li> <li><b>Returned Payment</b></li> <li><b>Replacement Card</b></li> </ul>	Up to <b>\$25</b> <b>\$25</b> <b>\$20</b> , if applicable

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases)”. See your account agreement for more details.

\*Your exact rate is based on your creditworthiness. Ask a loan officer about the rate you qualify for.

\*\*The Prime Rate is based on an index, which is the highest Prime Rate, as published in the Money Rates section of The Wall Street Journal on the last business day of the month and is subject to change monthly on the first day of each month, and it shall never be greater than a daily periodic rate with an APR of 18.00%.

Your Credit Card application is non-transferable. If you are married you may apply for a separate account. You must be a legal resident of the United States and 18 years or older to be eligible for this offer. In certain circumstances we may require proof of income. If upon evaluation of your completed application and information provided to us by others we find you do not meet the criteria, you may receive a different product or credit may not be extended. Credit may not be extended if: (1) the information you provide us is incomplete, inaccurate or unverifiable; or (2) you have recently responded to this or another credit card application from TEXAR Federal Credit Union or you, if applicable, already have a credit card issued by TEXAR Federal Credit Union. We will review your credit income and other information you provide on the application to determine the maximum credit line available on your account, if opened. Addresses that cannot be identified or APO and FPO addresses are ineligible.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and identification number, such as social security number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. The information being requested and observed is for compliance with the requirements of Section 326 of the USA PATRIOT Act related to implementing customer identification and verification requirements.

The information about the costs of the card described in this application is accurate as of **12/2022**. This information may change after that date. To find out what may have changed, call 1-888-832-8937 or write to TEXAR Federal Credit Union at 2301 Richmond Road, Texarkana, Texas 75503. New York & Vermont Residents: Upon your request, we will inform you of the name and address of each credit-reporting agency from which we obtained a credit report relating to you. New York residents may request a comparative listing of credit card rates, fees, and grace periods by writing to: Public Information, New York State Banking Department, 2 Rector Street, New York, NY 10006-1894 or by calling 1-800-522-3330. California Residents: (1) You have the right to prohibit us from disclosing to marketers of good marketing information concerning you that discloses your identity. You may exercise your right by calling us at 1-800-820-8302; (2) If you are a married applicant you may apply for credit in your own name; (3) Applicants may, after credit approval, use the credit card up to its credit limit and may be liable for amounts extended under the plan to any joint applicant; (4) As required by law, 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 your credit obligations. Maine Residents: Consumer Reports (credit reports) may be requested in connection with this application. Upon request, you will be informed whether or not a consumer report was requested and, if it was, of the name and address of the consumer reporting agency that furnished the report. Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. Rhode Island Residents: Consumer reports may be requested with this application. Wisconsin Residents: Wisconsin law provides that no agreement, court order or individual statement applying to marital property will affect a creditor's interests unless prior to the time credit is granted the creditor is furnished with a copy of the agreement, court order or statement, or has actual knowledge of the adverse provision.

# Texar Federal Credit Union CREDIT CARD REQUEST FORM

## PLEASE INCLUDE

1. A recent paycheck stub, or latest 1040.

Please Print:

## PERSONAL INFORMATION

First Name Middle Last		
Street Address		Apt. No.
City	State	Zip Code
Date of Birth (Mo/Dy/Yr) / /	Time at Present Address Years Months	Mother's Maiden Name
<input type="checkbox"/> Rent <input type="checkbox"/> Own/Mortgage <input type="checkbox"/> Board		
Monthly Payment: \$		
Home Telephone Number ( )	Cell Phone Number ( )	
Social Security Number	Credit Union Member Number	

## EMPLOYMENT AND INCOME

Present Employer (Company Name)	Business Telephone Number ( )
Employer Street Address	
City	State Zip Code
Current Position	Time With This Company Years Months
Annual Income* <div style="display: flex; align-items: center;"> <span>Annual Income</span> <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 5px;"></div> </div>	
*Income such as alimony, child support or separate maintenance income need not be disclosed if you do not wish to have it considered as a basis for repaying this obligation.	
Previous Employer (if less than 2 years at present)	Time There Years Months

## JOINT APPLICANT INFORMATION

First Name Middle Last		
Street Address		Apt. No.
City	State	Zip Code
Date of Birth (Mo/Dy/Yr) / /	Time at Present Address Years Months	Mother's Maiden Name
<input type="checkbox"/> Rent <input type="checkbox"/> Own/Mortgage <input type="checkbox"/> Board		
Monthly Payment: \$		
Social Security Number -	Home Telephone Number ( )	

## JOINT APPLICANT - EMPLOYMENT

Present Employer (Company Name)	Business Telephone Number ( )
Employer Street Address	
City	State Zip Code
Current Position	Time With This Company Years Months
Annual Income* <div style="display: flex; align-items: center;"> <span>Annual Income</span> <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 5px;"></div> </div>	
*Income such as alimony, child support or separate maintenance income need not be disclosed if you do not wish to have it considered as a basis for repaying this obligation.	

## PERSONAL REFERENCE

Name of a Close Friend or Relative Not Living With You	
Street Address	
City	State Zip Code
Home Telephone Number ( )	Cell Phone Number ( )

## DISCLOSURE AND SIGNATURE

Authorization: I certify that I am at least 18 years of age, and that I have read and agree to all the terms, authorization and disclosures contained on the attached form and that everything I have stated in this certificate is true and correct. I authorize the credit union named on this certificate to check my credit record and to verify my credit, employment, and income references. I understand that the use of any card issued in conjunction with this offer will constitute my acceptance of and will be subject to the terms and conditions of this Card Agreement. I understand that the terms of my account are subject to change as provided in this Card Agreement

X  
Signature \_\_\_\_\_ Date (Mo. Day Yr.) \_\_\_\_\_

X  
Joint/Cosigner Applicant Signature \_\_\_\_\_ Date (Mo. Day Yr.) \_\_\_\_\_

**TEXAR Federal Credit Union**  
2301 Richmond Rd., Texarkana, TX 75503 903-223-0000

**CREDIT CARD AGREEMENT AND DISCLOSURE  
STATEMENT FOR YOUR CREDIT CARD ACCOUNT**

**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 Credit Card Account ("Account"). In this Agreement, the words "you" and "your" mean any person who signs this Agreement or uses the Card. "We," "our," and "us" mean TEXAR Federal Credit Union, the issuer of your credit card. 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 a person, 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.

**EXTENSION OF CREDIT:** If your application is approved, we may, at our discretion, establish an Account in your name and cause one or more Cards to be issued to you or those designated by you. In such event, you authorize us to pay for your Account all items reflecting credit purchases and cash advances obtained through use of the Card.

**RECEIPT OF AND ACCEPTANCE 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.

**JOINT APPLICANT LIABILITY:** If more than one person executes this Agreement, each of you shall be jointly and individually liable to use 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 joint cardholder may remove himself or herself from responsibility for future purchases at any time by notifying us in writing. However, removal from the Account does not release you from any liability already incurred.

**BALANCE TRANSFERS:** Subject to your available credit, you will be able to transfer the balances of non-TEXAR Federal Credit Union credit card accounts to your Account. 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 transfer will be made sooner, it could take up to four 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. 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. 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. The following charge will apply in connection with the use of a Balance Consolidation Check: Stop Payment on Check \$15. Fees will be assessed at the time they are incurred.

**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 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.

**CREDIT LIMITS:** 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. The portion of your total credit line that may be used to make a cash advance ("Cash Advance Credit Line") is established by us and is disclosed on your billing statement. We may change your Cash Advance Credit Limit at any time.

**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 authorized to use the Card of 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, Annual Fees, Finance Charges (as defined below in the "Cost of Credit" section), and other charges or fees posted to your Account during the billing cycle, (iii) the amount of all payment and credit posted to your Account during the billing cycle, and (iv) the "New Balance" which is the sum of (i) and (ii) minus (iii).

**MINIMUM PAYMENT DUE:** 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 an amount which is at least 2% of the New Balance or \$10, whichever is greater, plus any amount in excess of the credit limit established by us and any past due minimum payments. If the

New Balance is \$10 or less, you agree to pay it in full. 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 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 in your Account.

**COST OF CREDIT:** You will pay a "Finance Charge" for all advances made against your Account. Finance Charges for cash advances and balance transfers begin to accrue on the date of the advance. New purchases will not incur a Finance Charge on the date they are posted to your Account if you have paid the Account in full by the Payment Due date shown on your previous monthly statement, or if there was no previous balance. The Payment Due Date will be not less than 25 days from the billing cycle closing date shown on your statement. No additional Finance Charge will be imposed on purchases whenever you pay the Account in full on or before the Payment Due date reflected on your statement.

If your Account features an Introductory Rate, you will pay an Introductory Rate Finance Charge for purchases made at the periodic rate and corresponding **ANNUAL PERCENTAGE RATE** and for the time period set forth in the Additional Disclosure included with this Agreement ("Introductory Rate"). Thereafter, Unless an Introductory rate is in effect, the periodic rate used to compute the INTEREST CHARGE for purchases is based on an index (the "Index"), which is the Prime Rate as published in the Money Rates section of The Wall Street Journal on the last business day of the month and is subject to change monthly on the first day of each month. Any change in the Index will be effective on the first day of the billing cycle following the date of the change. An increase in the Index will result in an increase in the periodic rate, which in turn, may result in higher payments. The **ANNUAL PERCENTAGE RATE** for purchases in any given billing cycle, except for any Introductory Rate, will be the Index plus the Purchases Base Rate as set forth in the Additional Disclosure. The **ANNUAL PERCENTAGE RATE** for cash advances in any given billing cycle, including any Introductory Rate period, will be the Index plus the Cash Advance Base Rate as set forth in the Additional Disclosure. The **ANNUAL PERCENTAGE RATE** for balance transfers in any given billing cycle, including the Introductory Rate period, will be the Index plus the Balance Transfer Base Rate as set for in the Additional Disclosure. These **ANNUAL PERCENTAGE RATES** are referred to as the Standard Rate. The Standard Rate daily periodic rate and corresponding **ANNUAL PERCENTAGE RATES** for purchases and cash advances as of the last update are set forth in the Additional Disclosure. For all advances, the daily periodic rate will never be greater than a daily periodic rate of .049315% with a corresponding **ANNUAL PERCENTAGE RATE** of 18.00%. The **ANNUAL PERCENTAGE RATE** for a **SHARE SECURED** card for purchases in any given cycle, except for any Introductory Rate, will be the Index plus the highest Purchases Base Rate as set forth in the Additional Disclosure. The **ANNUAL PERCENTAGE RATE** for cash advances in any given billing cycle for **SHARE**

**SECURED** cards, including any Introductory Rate period, will be the Index plus the highest Cash Advance Base Rate as set forth in the Additional Disclosure.

**HOW WE CALCULATE YOUR BALANCE AND INTEREST CHARGE ON BALANCES:**

We figure the interest charge on your Account by applying the applicable Daily Periodic Rate to the Average Daily Balance of your Account for each feature category, including certain current transactions. Feature categories include purchases, balance transfers, cash advances and promotional balances. These calculations combine different feature categories with the same Daily Periodic Rates. The Average Daily Balance for each feature category is arrived at by taking the beginning balance of such feature category each day and adding any new transactions to the balance, except we will not include new purchases if you have paid in full the New Balance on our previous statement by the Payment Due Date or if the New Balance on your previous statement was zero. We then subtract any payments or credits and unpaid interest or other Finance Charges allocated to the feature category balance for the day. This gives us the daily balance for such feature category. The daily balances for such feature category are then added together and divided by the number of days in the billing cycle. The result is the Average Daily Balance for such feature category.

**MINIMUM INTEREST CHARGE:** There is a minimum interest charge of \$1 for any billing cycle in which a periodic interest charge is due.

**CASH ADVANCE FEE:** If your Account offers a Cash Advance feature, the amount of the Cash Advance Fee is set forth in the Additional Disclosure included in this Agreement.

**BALANCE TRANSFER FEE:** If your Account offers a Balance Transfer feature, the amount of the Balance Transfer Fee is set forth in the Additional Disclosure included in this Agreement.

**LATE PAYMENT FEE:** Your Account features a Late Payment fee. The Late Payment Fee for your account is set forth in the Additional Disclosure included with this Agreement.

**RETURNED CHECK FEE:** We will charge you a Returned Check Fee of \$25 each time you send us payment that is returned unpaid for any reason. We will charge you this fee the first time any payment is returned unpaid, even if it is paid upon resubmission.

**ANNUAL FEE:** If your Account features an Annual Fee, the amount of the Annual Fee is set forth in the Additional Disclosure included with this Agreement.

**REPLACEMENT CARD FEE:** Your Account features a Replacement Card fee, if applicable. The Replacement Card fee for your account is set forth in the additional Disclosure included with this Agreement.

**CREDITING OF PAYMENTS:** All payments made on your Account, at the address designated for payment on the monthly periodic statement, will be credited to your Account on the date of receipt. If the date of receipt is not a business day, your payment will be credited on the first business day following receipt.

**PAYMENT FLOAT:** If your Account features Payment Float, a payment will not apply to available credit amount until payment float days have been reached. This affects all payment types.

**ALLOCATION OF PAYMENTS:** All payments on your Account will be applied first to collection costs, then to any Finance 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.

**DEFAULT:** You will be in default (i) if you fail to make any payment on time; (ii) if you exceed your authorized credit limit; (iii) if you fail to keep any promises you have made under this or any other agreement with us; (iv) if you are the subject of an order of relief under Title 11 of the U.S. Code of (Bankruptcy); (v) if anyone tries, by legal process, to take any of your money maintained with us; (vi) if you have given us false or inaccurate information in obtaining your Card; or (vii) if we reasonably believe that you are unable or unwilling to repay your obligations to us.

**ACCELERATION:** If you are in default, without notice to you we may accelerate your debt and call any amount you owe immediately due and payable, plus Finance Charges that will continue to accrue until the entire amount is paid. You expressly waive any right to notice of our intent to accelerate and right to notice that your debt has been accelerated.

**TERMINATION AND CHANGES IN TERMS:** You may terminate this Agreement by written notice, as to future advances at any time. We can terminate this Agreement at any time subject to such notice as may be required by applicable law. Termination by either party shall not affect your obligation to repay any payments made for your Account resulting from use of the Card as well as Finance Charges and other related charges. We may change the terms of this Agreement, including the periodic rate at any time subject to such notice as may be required by applicable law. If you use your Card or Account to make a purchase, balance transfer, or obtain a cash advance after having been given notice of a change in terms, you agree that the existing balance in your Account at the time of that use will be subject to the new terms, as shall subsequent uses.

**CONSENT TO CONTACT YOU:** You agree that we can contact you for all purposes (including collection purposes) using all media and all contact information you provide to us. You agree that we

may use automated equipment to dial your telephone number or to deliver messages to you. You may limit this consent based on the options we may provide by calling our Customer Service. Any charges for contacting you which may be billed to you by your communications carrier are your responsibility.

**NOTIFICATION ADDRESS FOR INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES:**

We may report the status and payment history of your Account to credit reporting agencies each month. If you believe that the information, we have reported is inaccurate or incomplete, please notify us in writing at TEXAR Federal Credit Union, 2301 Richmond Rd., Texarkana, TX 75503. Please include your name, address, home telephone number, and Account number. If your notification relates to an incident of identity theft, we will require a copy of your identity theft report filed with law enforcement authorities.

**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 your pay your Account to credit bureaus and other interested parties.

**ILLEGAL TRANSACTIONS:** You may not use your Card for any illegal transaction. 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 and hold us Visa® or MasterCard® International, Incorporated harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

**CURRENCY CONVERSION:** If you effect a transaction with your MasterCard® in a currency other than U.S. dollars, 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 rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. If you effect a transaction with your VISA Card in a currency other than U.S. dollars, the rate of exchange between the transaction currency and the billing

currency used for processing the transaction 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; and in each instance, plus or minus any adjustment determined by us.

**COLLECTION CHARGES:** In the event we refer your Account to an attorney, you agree to pay all charges and expenses, including reasonable attorney fees and litigation expenses, to the extent permitted by applicable law. This section does not apply to you if you are a resident of the State of Nebraska, Iowa, or any other state that prohibits contracting for or charging of attorney fees with or to its residents.

**ADDITIONAL PROVISIONS:** Each provision of the 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 Dallas 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 we are 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 cost of collection, including court costs and attorney 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 or our rights under this Agreement. We can also 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.

#### **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 us a letter on a separate sheet of paper at the address listed by us on your statement. 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 error **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:**

- 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.
- 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 have to pay the first \$50 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. (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 the address listed by us on your statement. 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.

**CUSTOMER SERVICE:** (866-597-1487) – 24 hours a day/7 days a week. (Please have account information available.)

**TEXAR Federal Credit Union**  
2301 Richmond Rd., Texarkana, TX 75503  
903-223-0000



**Federally Insured By NCUA**



# Mastercard® Guide to Benefits

for Credit Cardholders



## Mastercard Cardholder Core Credit Benefits

### **Important information. Please read and save.**

This Guide to Benefits contains detailed information about insurance and retail protection services you can access as a preferred cardholder. 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-Mastercard: 1-800-627-8372,**  
or **en Español: 1-800-633-4466.**

"Card" refers to Mastercard® card and "Cardholder" refers to a Mastercard® cardholder.

## Key Terms

The following Key Terms apply to the following benefit: Extended Warranty.

### Key Terms:

Throughout this document, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to New Hampshire Insurance Company, an AIG company, Inc. (Except for Price Protection refers to AIG Warranty Guard, Inc.)

**Administrator** means Sedgwick Claims Management Services, Inc., you may contact the administrator if you have questions regarding this coverage or would like to make a claim. The administrator can be reached by phone at **1-800-Mastercard**.

**Auction (online or live)** means a place or Internet site where items are sold through price bids, price quotes; or where prices fluctuate based on the number of people purchasing, or interested in purchasing a product. (Examples include, but are not limited to, Ebay, Ubid, Yahoo, public or private live auctions, etc.).

**Authorized User** means an individual who is authorized to make purchases on the covered card by the cardholder and is recorded by the Participating Organization on its records as being an authorized user.

**Cardholder** means the person who has been issued an account by the Participating Organization for the covered card.

**Covered card** means the Mastercard card.

**Evidence of Coverage (EOC)** means the document describing the terms, conditions, and exclusions. The EOC, Key Terms, and Legal Disclosures are the entire agreement between You and Us. Representations or promises made by anyone that are not contained in the EOC, Key Terms, or Legal Disclosures are not a part of your coverage.

**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 you purchased the product and must be for the identical item (advertisement must verify same manufacturer and model number). The printed version of the Internet advertisement must include the merchant's internet address and customer service telephone number, as well as the item including manufacturer, model number, sale price and date of publication.

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

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

## Extended Warranty

Refer to Key Terms for the definitions of You, Your, We, Us, Our, and words that appear in bold and Legal Disclosures.

### A. To get coverage:

You must purchase the new item entirely with your **covered card** and/or accumulated points from your covered card for yourself or to give as a gift.

- The item must have an original manufacturer's (or U.S. store brand) warranty of twelve (12) months or less.

### B. The kind of coverage you receive:

- Extended Warranty doubles the original manufacturer warranty up to a maximum of twelve (12) months on most items you purchase. For products with multiple warranty components, each warranty time period will be extended up to a maximum of twelve (12) months. An example of a product with multiple warranty components includes an appliance with original manufacturer's (or U.S. store brand) warranties that differ for parts, labor, compressor, etc.
- If you purchase a service contract or an optional extended warranty of twelve (12) months or less on your item, we will cover up to an additional twelve (12) months after both the original manufacturer's (or U.S. store brand) warranty and the purchased service contract or extended warranty coverage period end. If your service contract or extended warranty exceeds twelve (12) months, this coverage does not apply.
- If you do not have an additional service contract or an optional extended warranty, this Extended Warranty benefit commences the day after your original manufacturer's (or U.S. store brand) warranty expires.

### C. Coverage limitations:

The maximum benefit for repair or replacement shall not exceed the actual amount charged on your covered card or \$10,000, whichever is less.

- If either the original manufacturer's (or U.S. store brand) warranty or the service contract covers more than twelve (12) months, this benefit will not apply.

We or our **administrator** will decide if a covered failure will be repaired or replaced, or whether you will be reimbursed up to the amount paid for the item. Items will be replaced with those of like kind and quality. However, we cannot guarantee to match exact color, material, brand, size, or model.

### D. What is NOT covered:

- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a manufacturer warranty (repair or replacement amount will not include market value at time of claim); recycled, previously owned, refurbished, rebuilt, or remanufactured items; product guarantees (e.g., glass breakage).
- Floor models that do not come with an original manufacturer warranty.

- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Parts, if purchased separately, may be covered.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Professional Services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, operating software, and other software.
- All types of media with stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, film and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Indirect or direct damages resulting from a covered loss.
- Mechanical failure arising from product recalls.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband, illegal activity, or acts.
- Mechanical failures caused by normal wear and tear or gradual deterioration where no failure has occurred.
- Items purchased for resale, professional, or commercial use.
- Mechanical failures caused by lack of maintenance/service.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Physical damage to the item.
- Any exclusion listed in the original manufacturer's warranty.

#### E. How to file a claim:

- Call **1-800-Mastercard** or go to **www.mycardbenefits.com** to initiate a claim. You must report the claim within sixty (60) days of the failure or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days from the date of failure or the claim may not be honored:
  - o Receipt showing covered item(s).
  - o Statement showing covered item(s).

- o Itemized purchase receipt(s).
- o Original manufacturer's (or U.S. store brand) warranty.
- o Service contract or optional extended warranty, if applicable.
- o Itemized repair estimate from a factory authorized service provider.
- Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

### Price Protection

The Legal Disclosure is part of this agreement.

#### A. To get coverage:

You must purchase the new item entirely with your **covered card** and/or accumulated points from your covered card for yourself or to give as a gift.

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

#### B. The kind of coverage you receive:

- Purchases you make entirely with your covered card are covered for sixty (60) days from the date of purchase as indicated on your receipt for the difference between the price you paid and the lower price advertised.
- Items you purchase with your covered card and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient including benefits provided by the retailer (including, but not limited to, refunds, exchanges, and store credits). Coverage is limited to only those amounts not covered by any other insurance or coverage, or retailer benefits (including, but not limited to, refunds, exchanges, and store credits).

#### C. Coverage limitations:

Coverage is limited to the difference between the actual cost of the item (excluding taxes, storage, shipping, and handling costs) and the advertised lower price, up to \$250 per claim. There is a maximum of four (4) claim(s) per **cardholder** account per twelve (12) month period.

#### D. What is NOT covered:

- Any item purchased from an Internet site whose primary purpose is not the sale of the item or related items.
- Items purchased for resale, rental, professional, or commercial use.
- Jewelry, art, used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Customized/personalized, one-of-a-kind, or special-order items.
- Layaway items; items returned to any store.



- Any items purchased from an **auction**.
- Items for which the printed advertisement or non-auction Internet advertisement containing the lower price was published after 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," "close out", or as "discontinued".
- Printed advertisements or non-auction Internet advertisements that display pricing lower than your purchased item due to rebates, special offerings, bonuses, free items/giveaways, manufacturer's coupons, or special financing.
- Professional services, including workmanship, installation, professional advice/counseling, and technical support, or help line.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories.
- Land, any buildings (including, but not limited, to homes and dwellings), permanently installed items, fixtures, structures, or home improvement.
- Game animals, pets or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare or precious metals, stamps, and coins, currency or its equivalent.
- Differences in price due to sales tax, storage, shipping, handling, postage, transportation, and delivery.
- Differences in price due to foreign exchange rates or fluctuation in foreign exchange rates.

## E. How to file a claim:

### For a Printed Advertisement:

- Call **1-800-Mastercard** or go to **www.mycardbenefits.com** to initiate a claim. You must report the claim within sixty (60) days of the incident or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the advertisement's publication:
  - o A copy of the printed advertisement that shows the date of the advertisement, retailer name, the product (advertisement must verify same manufacturer and model number), and sale price.
  - o Receipt showing the item(s) was purchased.
  - o Statement showing item(s) purchased and use of accumulated point.
  - o Itemized purchase receipt(s).
- Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

### For a Non-Auction Internet Advertisement:

- Call **1-800-Mastercard** or go to **www.mycardbenefits.com** to initiate a claim. You must report the claim within sixty (60) days of the incident or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the advertisement's publication:
  - o A copy of the non-auction advertisement that shows the date of the advertisement, website address, retailer name, the product (advertisement must verify same manufacturer and model number), sale price, and, if applicable, shipping, handling and other charges.
  - o Receipt showing the item(s) was purchased.
  - o Statement showing item(s) purchased.
  - o Itemized purchase receipt(s).
- Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

## Mastercard ID Theft Protection™

### Program Description:

Mastercard ID Theft Protection provides you with access to a number of Identity Theft resolution services, should you believe you are a victim of Identity Theft.

### Eligibility:

To be eligible for this coverage, you must be a Mastercard **cardholder** issued by a U.S. financial institution.

### Access:

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

### 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.
- Assistance in 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 debit, credit and/or charge card replacement.
- Assisting cardholder with membership/affinity card replacement.
- Educating the cardholder on how Identity Theft can occur and of protective measures to avoid further occurrences.
- 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.

### Mastercard ID Theft Alerts™:

Mastercard is offering cardholders cyber security through ID Theft Alerts, CSID's proprietary Internet surveillance

technology that proactively detects the illegal trading and selling of personally identifiable information (PII) online. At any point in time, ID Theft Alerts is tracking thousands of websites and millions of data points, and alerting cardholders whose personal information they find has been compromised online. This information is being gathered in real-time so that Cardholders have the opportunity to react quickly and take the necessary steps to protect themselves. Get started at no cost to you by enrolling at <http://www.mastercard.us/idtheftprotection>.

**Charges:**

There is no charge for these services, they are provided by your Financial Institution.

**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 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 Mastercard ID Theft Protection:**

This service applies only to you, the named 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, CS Identity, relies on the truth of statement made in the Affidavit or declaration from each cardholder. This service is provided to eligible 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 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-Mastercard**.

**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 **1-800-307-7309**.

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 80 countries worldwide. Some of the key toll-free Mastercard Global Service telephone numbers are:

Australia .....	1-800-120-113	Mexico .....	001-800-307-7309
Austria .....	0800-070-6138	Netherlands.....	0800-022-5821
France .....	0-800-90-1387	Poland .....	0-0800-111-1211
Germany.....	0800-819-1040	Portugal .....	800-8-11-272
Hungary .....	06800-12517	Spain.....	900-97-1231
Ireland .....	1-800-55-7378	United Kingdom.....	0800-96-4767
Italy.....	800-870-866	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](http://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-Mastercard** 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 **1-877-FINDATM (1-877-346-3286)** 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](http://www.mastercard.com) to use our ATM locator. You can get cash at over two million ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel.

**Mastercard Airport Concierge™**

**Your passport to the finer side of air travel.**

Enjoy a 15% savings on Airport Meet and Greet services. Arrange for a personal, dedicated Meet and Greet agent to escort you through the airport on departure, arrival or any connecting flights at over 450 destinations worldwide 24 hours a day, 7 days a week, 365 days a year. There are also certain airports where you can be expedited through the security and/or the immigration process. To reserve Mastercard Airport Concierge services visit [www.mastercard.com/airportconcierge](http://www.mastercard.com/airportconcierge) or consult your Travel Advisor.

## 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.

## Legal Disclosure

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are provided to you, the accountholder, at no additional charge. 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).

The insurance benefits are provided under a group policy issued by New Hampshire Insurance Company, an AIG company. This Guide to Benefits is a summary of benefits provided to you. The attached Key Terms and **EOC** is governed by the Group Policy.

**Effective date of benefits:** Effective March 1, 2017, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at anytime. Notice will be provided for any changes.

**Cancellation:** The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all **cardholders**. If the Policyholder does cancel these benefits, you will be notified in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

**Benefits to you:** These benefits apply only to the cardholder whose cards are issued by U.S. financial institutions. The United States is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the cardholder shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

**Transfer of rights or benefits:** No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim **administrator** for these benefits.

**Misrepresentation and Fraud:** Benefits shall be void if the cardholder has concealed or misrepresented any material facts concerning this coverage.

**Dispute Resolution – Arbitration:** This EOC requires binding arbitration if there is an unresolved dispute concerning this EOC (including the cost of, lack of or actual repair or replacement arising from a loss or breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this EOC by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing the parties' positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, the disputing party must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. The parties will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by the parties. Unless otherwise agreed to by the parties, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this EOC. The laws of the state of New York (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this EOC and all transactions contemplated by this EOC, including, without limitation, the validity, interpretation, construction, performance and enforcement of this EOC.

**Due Diligence:** All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property insured under these 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.

**Other Insurance:** Coverage is secondary to and in excess of any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

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

**Severability of Provisions:** If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

Benefits listed in this Guide to Benefits 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.**

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or an issuer'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, call 1-800-Mastercard: 1-800-627-8372,  
or en Español: 1-800-633-4466.  
Visit our Web site at [www.mastercard.com](http://www.mastercard.com).**

