

PENINSULA FEDERAL CREDIT UNION
2929 3RD AVE N
ESCANABA MI 49829
(906)789-6400

**APPLICATION AND
SOLICITATION
DISCLOSURE**



Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	Visa Rewards 15.950% Visa Low Rate 9.950% Visa Rebuilder 17.950%
APR for Balance Transfers	Visa Rewards 15.950% Visa Low Rate 9.950% Visa Rebuilder 17.950%
APR for Cash Advances	Visa Rewards 15.950% Visa Low Rate 9.950% Visa Rebuilder 17.950%
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 any 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 Protection Bureau at http://www.consumerfinance.gov/learnmore .
Fees	
Set-up and Maintenance Fees	
- Annual Fee	None
- Account Set-up Fee	None
- Program Fee	None
- Participation Fee	None
- Application Fee	None

SEE NEXT PAGE for more important information about your account.

Transaction Fees	
- Balance Transfer Fee	None
- Cash Advance Fee	None
- Foreign Transaction Fee	1.00% of each transaction in U.S. dollars
- Transaction Fee for Purchases	None
- Skip Payment Fee	\$10.00
Penalty Fees	
- Late Payment Fee	Up to \$8.00
- Over-the-Credit Limit Fee	None

How We Will Calculate Your Balance:

We use a method called "average daily balance (including new purchases)."

Effective Date:

The information about the costs of the card described in this application is accurate as of: 9/05/2024
This information may have changed after that date. To find out what may have changed, contact the Credit Union.

For California Borrowers, the Visa Rewards, Visa Low Rate and Visa Rebuilder are secured credit cards. Credit extended under this credit card account is secured by various personal property and money including, but not limited to: (a) any goods you purchase with this account, (b) any shares you specifically pledge as collateral for this account on a separate Pledge of Shares, (c) all shares you have in any individual or joint account with the Credit Union excluding shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law, and (d) collateral securing other loans you have with the Credit Union excluding dwellings.

Notice to New York Residents:

New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees, and grace periods. The New York State Department of Financial Services may be contacted at 1-800-342-3736 or www.dfs.ny.gov.

Other Fees & Disclosures:

Skip Payment Fee (Finance Charge):
\$10.00.

Late Payment Fee:
\$8.00 or the amount of the required minimum payment, whichever is less, if you are 10 or more days late in making a payment.

Card Replacement Fee:
\$4.00.

Document Copy Fee:
\$2.00 per page.

PIN Replacement Fee:
None.

Rush Fee:
\$30.00 second day.

Statement Copy Fee:
\$2.00 per page.

**CONSUMER
CREDIT CARD
AGREEMENT
AND
DISCLOSURE**



VISA REWARDS/VISA LOW RATE/VISA REBUILDER

This Consumer Credit Card Agreement and Disclosure together with the Account Opening Disclosure and any other Account opening documents or any subsequent documents provided to You related to this Account (hereinafter collectively referred to as "Agreement") govern the terms and conditions of this Account. "We," "Us," "Our" and "Ours" and "Credit Union" refers to Peninsula Federal Credit Union with which this Agreement is made. "You," "Your," and "Yours" refers to each applicant and co-applicant for the Account; any person responsible for paying the Account; and anyone You authorize to use, access or service the Account. "Card" means the Visa® credit card and any other access devices, duplicates, renewals, or substitutions, including convenience checks, the Credit Union issues to You. "Account" means the line of credit established by this Agreement and includes Your Card.

SECURITY INTEREST

You grant the Credit Union a security interest under the Uniform Commercial Code and under any common law rights the Credit Union may have in any goods You purchase.

If You give the Credit Union a specific pledge of shares by signing a separate pledge of shares, Your pledged shares will secure Your Account. You may not withdraw amounts that have been specifically pledged to secure Your Account until the Credit Union agrees to release all or part of the pledged amount.

You grant Us a security interest in all individual and joint share and/or deposit accounts You have with Us now and in the future to secure Your credit card Account. Shares and deposits in an IRA or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest You have given in Your shares and deposits. You may withdraw these other shares unless You are in default. When You are in default, You authorize Us to apply the balance in these accounts to any amounts due. For example, if You have an unpaid credit card balance, You agree We may use funds in Your account(s) to pay any or all of the unpaid balance.

Unless otherwise prohibited by federal and/or state law, collateral securing other loans You have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other Agreement.

- 1. USING YOUR ACCOUNT** — By using the Account or keeping the Card, You agree to the terms of this Agreement. You agree to use Your Account in accordance with this Agreement. Your Account must only be used for lawful transactions.
- 2. CREDIT LIMIT** — We may establish a credit limit as part of this Agreement, which You promise not to exceed. If You exceed the credit limit, You promise to repay immediately the amount which exceeds the credit limit, including amounts due to finance charges, fees or other charges. You may request a credit limit increase on Your Account only by a method acceptable to the Credit Union. We may increase or decrease Your credit limit, refuse to make an advance and/or terminate Your Account at any time for any reason permitted by law.
- 3. CONVENIENCE CHECKS** — We may, from time to time, issue convenience checks to You that may be drawn on Your Account. Convenience checks may not be used to make a payment on Your Account. If You use a convenience check, it will be posted to Your Account as a cash advance. We reserve the right to refuse to pay a convenience check drawn on Your Account for any reason and such refusal shall not constitute wrongful dishonor. You may request that We stop the payment of a convenience check drawn on Your Account. You agree to pay any fee as identified in this Agreement imposed to stop a payment on a convenience check issued on Your Account. You may make a stop payment request orally, if permitted, or in writing. Your request must be made with sufficient time in advance of the presentment of the check for payment to give Us a reasonable opportunity to act on Your request. In addition, Your request must accurately describe the check including the exact Account number, the payee, any check number that may be applicable, and the exact amount of the check. If permitted, You may make a stop payment request orally but such a request will expire after 14 days unless You confirm Your request in writing within that time. Written stop payment orders are effective

only for six months and may be renewed for additional six month periods by requesting in writing that the stop payment order be renewed. We are not required to notify You when a stop payment order expires.

If We re-credit Your Account after paying a check over a valid and timely stop payment order, You agree to sign a statement describing the dispute with the payee, to assign to Us all of Your rights against the payee or other holders of the check and to assist Us in any legal action.

You agree to indemnify and hold Us harmless from all costs and expenses, including attorney's fees, damages, or claims, related to Our honoring Your stop payment request or in failing to stop payment of an item as a result of incorrect information provided to Us or the giving of inadequate time to act upon a stop payment request. Note: A convenience check is not a check as that term is defined under the Uniform Commercial Code. It is an advance from Your credit card Account with Us and Your stop payment rights are provided under this Agreement with Us.

4. REPAYMENT — You promise to repay all amounts You owe under this Agreement. Your promise to repay includes all transactions made to Your Account by You or anyone You authorize to use Your Account as well as all interest charges and fees.

For each billing period, You must pay at least the Minimum Payment Due by the Payment Due Date.

The Minimum Payment Due is 2.00% of Your total New Balance, or \$20.00, whichever is greater, plus any amount past due and any amount by which You have exceeded Your applicable credit limit. If Your total New Balance is less than \$20.00, then Your Minimum Payment Due is the amount of the total New Balance.

You may pay more frequently, pay more than the Minimum Payment Due or pay the total New Balance in full.

If You make extra or larger payments, You are still required to make at least the Minimum Payment Due each month Your Account has a balance (other than a credit balance). The Credit Union may delay replenishing Your credit limit until the date the payment is posted or the Credit Union confirms the payment has cleared.

Your payment of the required Minimum Payment Due may be applied to what You owe the Credit Union in any manner the Credit Union chooses, as permitted by applicable law. If You make a payment in excess of the required Minimum Payment Due, the Credit Union will allocate the excess amount first to the balance with the highest annual percentage rate ("APR") and any remaining portion to the other balances in descending order based on applicable APR, unless otherwise prescribed by applicable law. We may accept checks marked "payment in full" or with words of similar effect without losing any of Our rights to collect the full balance of Your Account with Us.

5. INTEREST AND FINANCE CHARGES — We will begin charging You interest on purchases on the date the transaction is posted to Your Account. We will begin charging You interest on cash advances and balance transfers on the date of the transaction or the first day of the billing cycle in which the transaction is posted to Your Account, whichever is later (transaction date). However, We will not charge You any interest on new purchases if Your Account had a zero or credit balance at the beginning of that billing cycle, or You paid the entire new balance on the previous cycle's billing statement by the Payment Due Date of that statement. To avoid an additional finance charge on the balance of purchases, You must pay the entire new balance on the billing statement by the Payment Due Date of that statement.

How We Calculate Your Balance:

Interest charges on Your Account are calculated separately for purchases, balance transfers and cash advances ("Transaction Type"). We figure the interest charge for each Transaction Type by applying the periodic rate to each corresponding "average daily balance." To get the "average daily balance" for a Transaction Type We take the beginning balance for that Transaction Type each day, add any new transactions of that type, and subtract any unpaid interest or other finance charges and any applicable payments or credits. This gives Us the daily balance for each Transaction Type. Then, for each Transaction Type, We add up all the daily balances for the billing cycle and divide each total by the number of days in the billing cycle. This gives Us the "average daily balance" for each Transaction Type.

6. FEES — In addition to the periodic rate, additional fees may be imposed on Your Account. If applicable to Your Account, the fee amounts and explanations are disclosed on the Account Opening Disclosure accompanying this Agreement.

7. FOREIGN TRANSACTIONS — Purchases and cash advances made in foreign currencies will be debited from Your Account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee (finance charge), calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances, and credits to Your Account. A foreign transaction is any transaction that You complete or a merchant completes on Your Card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies, or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether You are located inside or outside the United States at the time of the transaction. The Foreign Transaction Fee is set forth on the Account Opening Disclosure accompanying this Agreement.

8. AUTHORIZATIONS — We do not guarantee authorization of a transaction, either by Us or by a third party, even if You have sufficient credit available. You agree that We will not be liable for failing to give an authorization. We also reserve the right to limit the number of transactions that may be approved in one day. We reserve the right to deny certain transactions for any reason and at Our sole discretion, including for default, suspected fraudulent or unlawful activity, internet gambling or any indication of increased risk related to the transaction or the Account. You agree that We have no requirement to notify You of the specific reason We denied a transaction. If We detect unusual or suspicious activity, We may suspend Your credit privileges until We can verify the activity, or We may close the Account.

9. INFORMATION UPDATING SERVICE AND AUTHORIZATIONS — If You have authorized a merchant to bill charges to Your Card on a recurring basis, it is Your responsibility to notify the merchant in the event Your Card is replaced, Your Account information (such as Card number or expiration date) changes, or Your Account is closed. However, if Your Card is replaced or Your Account information changes, You authorize Us, without obligation on Our part, to provide the updated Account information to the merchant in order to permit the merchant to bill recurring charges to Your Card. You authorize Us to apply such recurring charges to Your Card until You notify Us that You have revoked authorization for the charges to Your Card.

Your Card is automatically enrolled in an information updating service. Through this service, Your updated Account information (such as Card number or expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before Your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke Your authorization allowing Us to provide updated Account information to a merchant, please contact Us.

10. PREAUTHORIZED CHARGES — We may suspend preauthorized recurring charges with merchants if, for example, Your Card is lost or stolen, You default, or We change Your Account for any reason. If preauthorized recurring charges are suspended, You are responsible for making direct payment for such charges until You contact the merchant to reinstate recurring charges.

11. DEFAULT — You will be in default under this Agreement if You fail to pay the Minimum Payment Due by its Payment Due Date; pay by a check or similar instrument that is not honored or that We must return because it cannot be processed; pay by automatic debit that is returned unpaid; make any false or misleading statements in any credit application or credit update; file for bankruptcy; or die. You will also be in default if You fail to comply with the terms of this Agreement or any other Agreement You have with Us.

If You default, We may close Your Account and require You to pay any unpaid balance immediately, subject to applicable law. In this Agreement and on Your Credit Card Application, You gave Us a security interest in all individual or joint share and/or deposit accounts with the Credit Union and authorized Us, if You defaulted, to apply the balance in these accounts to any amounts due. You agree We may rely on Your agreement and authorization to, upon Your default, apply any balance to any amounts due on Your Account.

12. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION — If You notice the loss or theft of Your credit card or a possible unauthorized use of Your Card, You should write to Us immediately at the address listed on Your bill or call Us toll-free at 888-791-6420, Monday through Friday and weekends during regular business hours or toll-free at 800-543-5073, seven days a week and weekends 24 hours a day.

You will not be liable for any unauthorized use that occurs after You notify Us. You may, however, be liable for unauthorized use that occurs before Your notice to Us. You will have no liability for unauthorized use unless You are found to be fraudulent or negligent in the handling of Your Account or Card. In any case, Your liability for unauthorized transactions will not exceed \$50.

13. CHANGING OR TERMINATING YOUR ACCOUNT — As permitted by law, the Credit Union may change the terms of this Agreement and any attached Disclosure from time to time. Notice of any change will be given in accordance with applicable law. To the extent permitted by law, changes to the Agreement may apply to Your existing account balance as well as to future transactions.

Arizona, California, Idaho, Louisiana, New Mexico, Nevada, Texas, Washington, and Wisconsin Residents - Either You, Your spouse or the Credit Union may terminate this Agreement at any time, but termination by You, Your spouse or the Credit Union will not affect Your obligation to pay the account balance plus any finance and other charges You or Your spouse owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges You owe under this agreement are subject to all applicable laws and regulations regarding repayment requirements. The Card or Cards You receive remain the property of the Credit Union and You must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by You or the Credit Union.

Residents of all other states - 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 finance and other charges You owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges You owe under this agreement are subject to all applicable laws and regulations regarding repayment requirements. The Card or Cards You receive remain the property of the Credit Union and You must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by You or the Credit Union.

14. AUTHORIZED USERS — Upon Your request, We may issue additional Cards for authorized users that You designate. You must notify Us in writing of any termination of an authorized user's right to access Your Account. Your notice must include the name of the authorized user and Your Account number and/or any subaccount number issued to the authorized user along with the authorized user's Card and any convenience or other access checks issued to the authorized user. If You cannot return the authorized user's Card or access checks and if You request Your Account to be closed, We will close Your Account and You may apply for a new Account. Alternatively, We may, at Our sole discretion, issue You a new Account number and a new Card.

15. CREDIT REPORTS — You authorize the Credit Union to obtain credit reports and any other information We may need to verify Your identity and use of the Account when opening Your Account and for any update, increase, renewal, extension, collection, or review of Your Account. You authorize the Credit Union to disclose information regarding Your Account to credit bureaus and creditors who inquire about Your credit standing.

16. JOINT ACCOUNTS — If this is a joint Account, each of You will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of You individually to repay the entire amount owed under this Agreement. Each of You authorizes the other(s) to make transactions on the Account individually. Any one of You may terminate the Account and the termination will be effective as to all of You.

17. EFFECT OF AGREEMENT — This Agreement is the contract which applies to all transactions on Your Account even though the sales, cash advances, credit or other slips You sign or receive may contain different terms.

18. SEVERABILITY AND FINAL EXPRESSION — This Agreement is the final expression of the terms and conditions of Your Account. This written Agreement may not be contradicted by evidence of any alleged oral Agreement. Should any part of this Agreement be found to be invalid or unenforceable, all other parts of this Agreement shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

19. ILLEGAL TRANSACTIONS PROHIBITED — You agree that You will not use Your Card for any transaction, including any type of electronic gambling transaction through the Internet, that is illegal under applicable federal, state, or local law.

Even if You use Your Card for an illegal transaction, You will be responsible for all amounts and charges incurred in connection with the transaction. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

20. APPLICABLE LAW — The terms and enforcement of this Agreement shall be governed by federal law and the law of Michigan.

21. ENFORCING THIS AGREEMENT — We can delay in enforcing or fail to enforce any of Our rights under this Agreement without losing them.

22. COLLECTION COSTS — If We refer collection of Your Account to a lawyer who is not Our salaried employee, You are liable for any reasonable attorney's fees We incur, plus the costs and expenses of any legal action, as further disclosed on this Agreement, or to the extent allowed by law.

23. ASSIGNMENT — We may assign any or all of Our rights and obligations under this Agreement to a third party.

24. CALIFORNIA RESIDENTS — A married applicant may apply for a separate Account. Applicants: 1) may, after credit approval, use the credit card Account up to its credit limit; 2) may be liable for amounts extended under the plan to any joint applicant. 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.

25. FLORIDA RESIDENTS — You (borrower) agree that, should We obtain a judgment against You, a portion of Your disposable earnings may be attached or garnished (paid to Us by Your employer), as provided by Florida and Federal law.

26. MARYLAND RESIDENTS — To the extent, if any, that Maryland law applies to Your Account, We elect to offer Your Card Account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.

27. MISSOURI RESIDENTS — Oral Agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect You (borrower(s)) and Us (creditor) from misunderstanding or disappointment, any Agreements We reach covering such matters are contained in this writing, which is the complete and exclusive statement of the Agreement between Us, except as We may later agree in writing to modify it.

28. NEW YORK RESIDENTS — We may obtain a credit report in connection with this Account, including for any review, modification, renewal or collections associated with this Account. Upon Your request, You will be informed whether such report was requested and, if so, the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services at 800.342.3736 or www.dfs.ny.gov to obtain a comparative listing of credit card rates, fees and grace periods.

29. OHIO RESIDENTS — The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy 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.

30. SOUTH DAKOTA RESIDENTS — If You believe there have been any improprieties in making this loan or in the lender's loan practices, You may contact the South Dakota Division of Banking at 1601 N. Harrison Ave, Suite 1, Pierre, SD 57501, or by phone at 605.773.3421.

31. WISCONSIN RESIDENTS — If You are married, please contact Us immediately upon receipt of this Agreement at the address or phone number listed on this Agreement and provide Us with the name and address of Your spouse. We are required to inform Your spouse that We have opened an Account for You.

32. NOTICE TO UTAH BORROWERS — This written Agreement is a final expression of the Agreement between You and the Credit Union. This written Agreement may not be contradicted by evidence of any oral Agreement. 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.

33. THE FOLLOWING IS REQUIRED BY VERMONT LAW — NOTICE TO CO-SIGNER — YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

Your Billing Rights: Keep this Document for Future Use

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

What To Do If You Find A Mistake On Your Statement

If You think there is an error on Your statement, write to Us at the address listed 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 three business days before an automated payment is scheduled, if You want to stop payment on the amount You think is wrong.

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

What Will Happen After We Receive Your Letter

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

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

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

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

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

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

If You receive Our explanation but still believe Your bill is wrong, You must write to Us within **10 days** telling Us that You still refuse to pay. If You do so, We cannot report You as delinquent without also reporting that You are questioning Your bill. We must tell You the name of anyone to whom We reported You as delinquent, and We must let those organizations know when the matter has been settled between Us.

If We do not follow all of the rules above, You do not have to pay the first \$50 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** or electronically at the address listed 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.

VISA[®] Skip-a-Pay Disclosure

Member online section:

In exchange for payment of a \$10.00 fee finance charge, you may elect to skip one (1) payment each calendar year (but no more than six (6) times during the term of your account), provided the following conditions are observed: (a) your account must have been open and active for at least 150 days immediately preceding the month in which the payment will be skipped; (b) you must have made at least four (4) payments in each of the four (4) months immediately preceding the month in which the payment will be skipped; (c) your outstanding account balance must be within the stated credit limit; (d) the minimum payments due must be current and up to date on your account; and (e) you must be a member in good standing at the time your skip a payment option is exercised. Interest and finance charges will continue to accrue on your account and skipping a payment will have the result of increasing the total amount of interest and finance charges you pay. Following your exercise of your skip pay option, your next minimum payment due will return to the regularly scheduled amount and payment due date the following month. In order to exercise your skip payment option, you must utilize the option no later than the 28th day of the month in which you wish to elect to skip a payment. By way of example and not limitation, if you wish to skip your July payment, you must do so on or before July 28th. Please remember to change any automatic payments you may have during the skip pay period. By proceeding with skipping a payment, you are agreeing to the terms above.

CONSUMER CARDS

Your Guide to Benefit describes the benefit in effect as of 11/15/2024. Benefit information in this guide replaces any prior benefit information You may have received. Please read and retain for Your records. Your eligibility is determined by Your financial institution.

Porch Piracy Protection

You've made the ultimate purchase and have received notification that Your package was delivered, but when You get home Your porch is empty. You don't get frustrated, because You bought the item with Your eligible card so You may be covered with Porch Piracy Protection.

Porch Piracy Protection eligibility and coverage

Porch Piracy Protection guards against the theft of eligible items of personal property purchased with Your Account and/or rewards programs associated with Your Account within the first ninety (90) days from the date of purchase. In the event of theft, this benefit reimburses You up to the total purchase price of Your item for a maximum of one thousand dollars (\$1,000.00) per claim and ten thousand dollars (\$10,000.00) per cardholder.

You are eligible for this benefit if You are the cardholder of an eligible card issued in the United States and You purchase either a portion or the entire cost of the item using Your Account and/or rewards programs associated with Your eligible Account.

Purchases made outside the United States and gifts purchased for others may also be covered if they are purchased with Your Account and/or rewards programs associated with Your eligible Account.

Porch Piracy Protection does *not* cover:

- Animals and living plants
- Antiques or collectible items
- Boats, aircraft, automobiles, and any other motorized vehicles and their motors, equipment, or accessories, including trailers and other items towable or attachable to any motorized vehicle
- Computer software
- Items purchased for resale, either professional or commercial use
- Items that are lost, or that "mysteriously disappear," meaning they vanished in an unexplained manner, with no evidence of wrongdoing by one person or several
- Items under the control and care of a common carrier (such as the U.S. Postal Service, airplanes, or a delivery service); this exclusion does not apply once the item has been reported by the common carrier or store as delivered
- Items in Your baggage (unless hand carried, or under Your supervision or that of a companion You know); includes jewelry and watches, among other things
- Theft stemming from abuse, fraud, hostilities (war, invasion, rebellion, insurrection, terrorist activities, and more); confiscation by authorities (if contraband or illegal);
- Theft from misdelivery, or voluntarily parting with property
- Medical equipment
- Perishable or consumable items, including cosmetics, perfumes, rechargeable batteries, among others
- Rented and leased items



- Traveler's checks, cash, tickets, credit or debit cards, among other negotiable purchased instruments
- Items used or pre-owned (Refurbished items will not be considered used or pre-owned as long accompanied by a warranty)
- Losses caused by or resulting from a Cyber Incident

How to file a Porch Piracy Protection claim

Call the Benefit Administrator at 1-800-628-8472 within sixty (60) days of the theft (if You wait longer, coverage may be denied). The Benefit Administrator will ask for some preliminary claim information, answer Your questions and send You a claim form. When You submit Your claim, be sure to include all information regarding Your claim including the time, place, cause and the amount to replace the item.

If the purchase was stolen from the delivery location, You are required to file a claim with the common carrier and/or retailer. If You have insurance (homeowner's, renter's, car, employer or any other), You are required to file a claim with Your insurance company. You are required to submit a copy of any claim settlement along with Your claim form. Porch Piracy Protection provides coverage on an "excess" coverage basis, meaning it does not duplicate coverage, but pays for a loss only after valid and collectible insurance or indemnity (including, but not limited to, homeowner's, renter's, automobile, or employer's insurance policies), and compensation from the retailer and/or common carrier has been exhausted. At that point, Porch Piracy Protection will cover the loss up to the amount charged to Your eligible Account, subject to the terms, exclusions, and limits of liability of the benefit.

This benefit also pays for the outstanding deductible portion of Your insurance or indemnity for eligible claims. The maximum total limit of liability is up to one thousand dollars (\$1,000.00) per claim occurrence and ten thousand dollars (\$10,000.00) per cardholder. You will receive no more than the purchase price as recorded on the eligible card receipt.

When a protected item is part of a pair or set, You will receive no more than the value (as described above) of the particular part or parts, regardless of any special value that item may have as part of such a pair or set, and no more than the proportionate part of an aggregate purchase price of such pair or set.

For faster filing, or to learn more about Porch Piracy Protection, visit www.cardbenefitservices.com

Gift recipients may file their own claims, if they have the necessary substantiating documents.

What You must submit to file a claim

- Your signed and completed claim form
- A copy of Your monthly billing Account statement (showing the last four [4] digits of the Account number) demonstrating that the purchase was made on Your Account
- If more than one method of payment was used, please provide documentation as to additional currency, voucher, points or any other payment method utilized
- A copy of the itemized store receipt demonstrating that the purchase was made on Your Account
- A copy of the delivery confirmation (if applicable)
- Copy of the documentation of any other settlement of the loss (if applicable)
- Copy of the police report or claim filed with the retailer and/or common carrier (**made within forty-eight [48] hours of the occurrence in the case of theft**); If the loss was not reported, please provide a replacement receipt or other sufficient proof of loss deemed eligible solely by Your Benefits Specialist (if applicable)



- Any other documents necessary to substantiate Your claim

PLEASE NOTE: Your maximum recovery under the Porch Piracy Protection Benefit is the purchase price of the item, not to exceed the coverage limit.

Please return Your signed and completed claim form with all documentation within ninety (90) days of the date of theft.

How You will be reimbursed

Once You've met the conditions of this benefit, You may receive payment to replace Your item, an amount not more than the original purchase price, less shipping and handling charges, up to one thousand dollars (\$1,000.00) per claim and ten thousand dollars (\$10,000.00) per cardholder. You will only be reimbursed up to the dollar amount to replace the item or the program limit, whichever is less. Under normal circumstances, reimbursement will take place within five (5) business days.

Definitions

Account means Your eligible credit or debit card Accounts.

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

Cyber Incident means any of the following acts:

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

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

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



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

Additional provisions for Porch Piracy Protection

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

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For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-628-8472.

