



P.O. Box 15115 ▼ Tucson, Arizona 85708  
1.800.888.7882 ▼ vantagewest.org

**CREDIT CARD  
ACCOUNT  
OPENING  
DISCLOSURE**



**CONNECT**

This Disclosure is incorporated into and becomes part of Your LOANLINER® Consumer Credit Card Agreement & Disclosure. Please keep this attached to Your LOANLINER Consumer Credit Card Agreement & Disclosure.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>4.990 %</b> Introductory APR for a period of six billing cycles.  After that, Your APR will be <b>10.500 %</b> .  This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>4.990 %</b> Introductory APR for a period of six billing cycles.  After that, Your APR will be <b>10.500 %</b> .  This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>4.990 %</b> Introductory APR for a period of six billing cycles.  After that, Your APR will be <b>10.500 %</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 any interest on purchases if You pay Your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<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>.</b>
Fees	
<b>Annual Fee</b> - Annual Fee	<b>None</b>
<b>Transaction Fees</b> - Balance Transfer Fee - Overdraft Transfer Fee - Foreign Transaction Fee	<b>None</b> <b>\$5.00</b> <b>1.00%</b> of each transaction in U.S. dollars
<b>Penalty Fees</b> - Late Payment Fee	Up to <b>\$27.00</b>

**How We Will Calculate Your Balance:**

We use a method called "average daily balance (including new purchases)." See Your Account Agreement for more details.

**Promotional Period for Introductory APR:**

The Introductory APR for purchases, balance transfers and cash advances will apply to transactions posted to Your Account during the first six months following the opening of Your Account. Any existing balances on Vantage West Credit Union loan or credit card accounts are not eligible for the Introductory APR for balance transfers.



SEE NEXT PAGE for more important information about Your Account.

**Billing Rights:**

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

**Military Lending Act Disclosures:**

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Please call us at (800) 888-7882 to receive oral disclosures of the Military Lending Act disclosure above and a description of the payment obligation.

**Other Fees & Disclosures:**Late Payment Fee:

\$27.00 or the amount of the required minimum payment, whichever is less, if You are 10 or more days late in making a payment. If Your Account is subject to a Late Payment Fee, the fee will be charged to Your Account when You do not make the required minimum payment by or within the number of days of the statement Payment Due Date set forth on this Disclosure.

Overdraft Transfer Fee:

\$5.00. If Your Account is subject to an Overdraft Transfer Fee, except as limited by applicable law, a fee may be charged to Your Account each time, pursuant to any overdraft privilege on a Credit Union Share Draft Account, You overdraft Your Share Draft Account and funds are advanced to Your Share Draft Account.

Pay-by-Phone Fee:

\$15.00. If Your Account is subject to the Pay-by-Phone Fee, except as limited by applicable law, a fee will be charged for each time You make a payment by telephone as disclosed on this Disclosure.

Rush Fee:

\$33.00. If Your Account is subject to a Rush Fee, except as limited by applicable law, a fee may be charged to Your Account for each rush Card that You request, providing that delivery of the Card is also available by standard mail service, without paying a fee for delivery.

**Collection Costs:**

You agree to pay all costs of collecting the amount You owe under this Agreement, including court costs and reasonable attorney's fees.

**Periodic Rates:**

The Introductory Purchase APR is 4.990 % which is a daily periodic rate of 0.0137 %.

The Purchase APR is 10.500 % which is a daily periodic rate of 0.0288 %.

The Introductory Balance Transfer APR is 4.990 % which is a daily periodic rate of 0.0137 %.

The Balance Transfer APR is 10.500 % which is a daily periodic rate of 0.0288 %.

The Introductory Cash Advance APR is 4.990 % which is a daily periodic rate of 0.0137 %.

The Cash Advance APR is 10.500 % which is a daily periodic rate of 0.0288 %.

**Variable Rate:**

The ANNUAL PERCENTAGE RATE is subject to change monthly on the first day of the billing cycle to reflect any change in the Index and will be determined by the Prime Rate as listed in the "Money Rates" section of *The Wall Street Journal* on the day following a change in the index of each calendar month, to which we add a margin. The ANNUAL PERCENTAGE RATE will never be greater than 29.99%. Any increase in the ANNUAL PERCENTAGE RATE will result in an increase in the amount of the interest You will pay, may increase Your minimum payment, and may increase the number of payments to pay off Your balance. If the Index is no longer available, the Credit Union will choose a new index which is based upon comparable information.

**Margin:**

Purchases will be charged at 7.000 % above the Index.

Balance Transfers will be charged at 7.000 % above the Index.

Cash Advances will be charged at 7.000 % above the Index.





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**CONSUMER  
CREDIT CARD  
AGREEMENT  
AND  
DISCLOSURE**



**VISA SIGNATURE CONNECT REWARDS/CONNECT**

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 Vantage West 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, the Credit Union issues to You. "Account" means the line of credit established by this Agreement and includes Your Card.

**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. REPAYMENT** — Each month You must pay at least the minimum payment shown on Your statement by the date specified on the statement. You may pay more frequently, pay more than the minimum payment 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 each month Your account has a balance (other than a credit balance). For our Visa Signature Connect Rewards card, the minimum payment is 3.00% of Your total new balance, or \$30.00, whichever is greater, plus the amount of any prior minimum payments that You have not made, all outstanding unpaid fees and charges, and any amount You are over Your credit limit by the date specified on the statement. For our Connect card, the minimum payment is 2.55% of Your total new balance, or \$30.00, whichever is greater, plus the amount of any prior minimum payments that You have not made, all outstanding unpaid fees and charges, and any amount You are over Your credit limit by the date specified on the statement. The Credit Union also has the right to demand immediate payment of any amount by which You are over Your credit limit. In accordance with applicable law, the Credit Union may not post payments to your account or reflect them in Your available credit limit on the date they are received. 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.

**4. CHOICE OF LAW** — This Agreement has been made by Us, delivered to Us, and accepted by Us and will be performed by You and Us in the State of Arizona. Accordingly, to the extent not preempted by federal law, the validity, interpretation, construction, enforcement, and performance of this Agreement shall be governed by the laws of the State of Arizona.

**5. VENUE AND JURISDICTION** — You irrevocably agree with Us that any suit, action, or other legal proceedings arising under or relating to any provision of this Agreement will be brought and enforced exclusively in either: (1) the competent courts of Arizona or (2) subject to Our sole and absolute election, the competent courts of any other state (such as any other state in which any collateral for the loan is located or in which You reside) that affect the enforcement of Our remedies under this Agreement. You hereby submit to the exclusive jurisdiction of such court(s) and waive any right You may have to request a change of venue or a removal to another court or to collaterally attack any judgment obtained or action taken by Us in connection therewith. You further consent and agree to service of any summons, compliant or other legal process in any such suit, action, or other legal proceeding by registered or certified U.S. mail, postage prepaid, to You at the appropriate address You have provided to Us and consent and agree that such service shall constitute in every respect valid and effective service (but nothing herein shall affect the validity or effectiveness of process served in any other manner permitted by applicable law).

**6. JURY TRIAL WAIVER** — To the extent permitted by applicable law, You and We each knowingly, voluntarily, intentionally, and irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.

**7. 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.

**8. 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.

**9. 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 central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase 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.

**10. 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.

**11. PREAUTHORIZED CHARGES** — If You default, if the Card is lost or stolen, or We change the Account for any reason, We may suspend automatic charges with third party vendors. If preauthorized charges are suspended, You are responsible for making direct payment for such charges until You contact the third party to reinstate the automatic charges.

**12. 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.

**13. 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 PO Box 15115, Tucson, AZ, 85708-0115 or call Us at (520) 298-7882, Monday through Friday 8:00 a.m. to 5:00 p.m. or (520) 751-7070 or (800) 269-7070, select option #4, seven days a week 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.



**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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. **Any term or provision herein that is prohibited by the Military Lending Act shall not apply to You if You are a covered borrower under the Military Lending Act, in which case such provisions shall be deemed severed from this Agreement, including without limitation paragraph 7 of this Agreement. For clarity, You will not be deemed a covered borrower, and such terms and provisions will apply if: (i) You established Your credit card Account when You were not a covered borrower: or (ii) You cease to be a covered borrower.**

**20. 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.

**21. APPLICABLE LAW** — The terms and enforcement of this Agreement shall be governed by federal law and the law of Arizona.

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

**23. 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.

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

**25. OVERDRAFT PRIVILEGE** — You agree that if, pursuant to any overdraft privilege on a Credit Union Share Draft Account, there is an overdraft of Your Share Draft Account, the amount of overdraft will be added to the outstanding

balance on Your Visa Credit Card Account, subject to the finance charge provisions set forth in "INTEREST AND FINANCE CHARGES" as described for cash advances, and will be subject to all terms and conditions of this Agreement. The Visa Credit Card Account must be current and not over the credit limit for funds to transfer to the Share Draft Account. Overdrafts are not allowed for the purpose of making loan payments, including Visa Credit Card payments, at the Credit Union, ATM or in-branch teller cash withdrawals. The Share Draft Account referred to herein is also subject to a separate agreement between You and the Credit Union. Where the terms of any other agreement between You and the Credit Union conflict with the terms of this Agreement, the terms of this Agreement will control.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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](http://www.dfs.ny.gov) to obtain a comparative listing of credit card rates, fees and grace periods.

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.



P.O. Box 15115 ▼ Tucson, Arizona 85708

THIS IS NOT A CONTRACT FOR INSURANCE  
Credit Card

BORROWER 1 NAME	BORROWER 2 NAME	ACCOUNT NUMBER
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**DEBTGUARD CONTRACT ("Contract")**

**PROTECTED LOAN(S)**

CREDIT CARD NUMBER: \_\_\_\_\_

**OPTIONS**

<b>YOU ELECT THE FOLLOWING OPTION:</b> (check only one box)	<input type="checkbox"/> Platinum - Life Plus - Disability - Involuntary Unemployment	<input type="checkbox"/> Life & Disability - Life Plus - Disability	<input type="checkbox"/> Life Only - Life Plus	<input checked="" type="checkbox"/> No Protection
	Program Fee: Rate per \$100 of the Monthly Outstanding Loan Balance*	\$0.499	\$0.349	\$0.149

This Contract protects the first two Borrowers listed on the lending agreement.

**ELIGIBILITY QUESTIONS:**

Subject to the terms, conditions and exclusions, You are eligible for protection under this Contract if You are a Borrower on the Loan on the Effective Date of Protection and meet the eligibility requirements below.

If electing an option with Disability or Involuntary Unemployment, You must answer Question 1.

1. Are You actively working, for wages or profit, for 25 hours or more per week on the date You sign this Contract?

You will be considered actively working if You are absent from work due to sabbatical, strike, or vacation, but will soon return to work. You will not be considered actively working if You are on an Annual, Regularly Scheduled or Seasonal Layoff, medical or Disability leave.

Borrower 1  
☐ Yes ☐ No

Borrower 2  
☐ Yes ☐ No

If at least one Borrower answered "Yes" to Question 1, both Borrowers are eligible for options that include Disability or Involuntary Unemployment protection.

**Important Notices:** Please read this Contract in its entirety. You are bound by the terms and conditions of this Contract.

- We reserve the right to refuse Your purchase of the protection.
- In this Contract, the term "You" or "Your" mean the Borrower(s) and "We", "Us", or "Our" mean the Creditor.
- Protection is voluntary and not required to obtain credit. We will not consider whether or not You elect protection in making a credit decision.
- This Contract contains terms and conditions which may limit or exclude benefits.
- You may not qualify for all benefits.
- Protection is limited to a maximum of \$50,000. You will not be charged a Program Fee on any amount greater than this maximum.
- Protection for Life Plus protection will be reduced at the end of the month during which You reach Your 70th birthday.
- This Contract contains the conditions upon which We will cancel all or a portion of the Protected Balance and/or cancel the Protected Payment and the Program Fee. The terms and conditions which explain how We will cancel all or a part of Your Protected Balance are provided in this Contract.
- This Contract replaces all credit insurance policies and/or certificates, similar payment protection plans, and program contracts You previously entered into with respect to the Loan.

☐ **Subsequent Election**

If the election above represents a replacement of credit insurance, similar payment protection or a change in the program for an existing Loan, and the cost of the newly elected protection results in an increased Program Fee, You agree to increase Your monthly payment according to the terms of Your credit card account agreement.

**Your signature or authentication below means:** (a) that You meet the eligibility requirements shown above; (b) that Your election above will remain in effect, according to the terms of the Contract, unless subsequently modified; (c) that You agree that You have received and thoroughly read the Contract; (d) that You agree to pay for and, where applicable, let Us add the Program Fee to Your Loan balance each month, which would subject the Program Fee to finance charges like the rest of Your Outstanding Balance; (e) that the fee You are charged for this protection is subject to change; and (f) if the "No Protection" checkbox is marked or if no checkbox is marked in the Options section, You do not have protection.

BORROWER 1 SIGNATURE	DATE
<b>X</b>	

BORROWER 2 SIGNATURE	DATE
<b>X</b>	

**For Creditor Use Only:** By phone conversation, I hereby represent that the above referenced Borrower has authorized election of the specified option(s) indicated above.

SIGNATURE OF CREDITOR EMPLOYEE
<b>X</b>

DATE

TIME



## CONTRACT

### DEFINITIONS

**ACCIDENTAL INJURY** means bodily harm that is unforeseen, unexpected, involuntary and due to an external cause.

**ACTIVE EMPLOYMENT** means that You are employed for wages or profit 25 hours or more per week.

**ADMINISTRATOR** means CUNA Mutual Insurance Agency, Inc., 5910 Mineral Point Road, Madison, Wisconsin 53705, one of its affiliates or a contracted third party.

**ADVANCE** means each extension of credit We provide to You under a Loan.

**ANNUAL, REGULARLY SCHEDULED OR SEASONAL LAYOFF** means unemployment due to expected lack of work during certain times of the year.

**BORROWER** means a natural person who is obligated to repay the Advance to Us, either solely, principally or jointly and severally.

**EFFECTIVE DATE OF PROTECTION** means the later of: (a) the date You purchased protection under this program option; or (b) the date We reinstate Your protection under this Contract if applicable.

**LOAN** means a closed-end note or an open-end credit plan as set forth in the protected Loans section on this Contract.

**NON-PROTECTED ADVANCE** means any Advance not protected according to the Non-Protected Events & Advances section of this Contract.

**OUTSTANDING BALANCE** means the outstanding Loan balance under a protected Loan.

**PROGRAM FEE** means the amount You pay monthly for protection under the Contract. The amount You pay is applied in arrears. This means the monthly amount You pay is for the previous month of protection. The rate used to determine the Program Fee is subject to change. You will receive notice before any increase goes into effect.

**PROTECTED BALANCE** means the principal, interest, the Program Fee and any amounts which the Creditor and the Borrower agreed to finance as part of the Loan. It does not include any other fees, or any Non-Protected Advances. Additionally, any Advance taken during any period of Life Plus, Disability or Involuntary Unemployment will not be protected and the payment for that Advance will not be cancelled. You are responsible for re-paying any amounts that are not cancelled.

**PROTECTED PAYMENT** means the greater of: (a) the minimum payment required on Your Protected Balance; or (b) \$200.00. The amount We cancel will never be greater than the amount You owe on the Protected Balance. It does not include the amount of any payment that represents a past-due payment. For interest cancellation options, the Protected Payment will be the interest and Program Fee due on the Protected Balance. The Protected Payment will remain equal to the Protected Payment as of the first day of the Protected Event. Additionally, any Advance taken during any period of Life Plus, Disability or Involuntary Unemployment will not be protected and the payment for that Advance will not be cancelled. You are responsible for re-paying any amounts that are not cancelled.

**PROTECTION ACTIVATION** means the cancellation of Your Protected Payment in accordance with the terms and provisions of the Contract.

**SICKNESS** means a disease, illness or condition that affects the body and causes bodily malfunction or discomfort.

**TEMPORARY EMPLOYEE** means an employee of a single employer working in a limited-term employment assignment or an employee working in a contingent or temporary employment assignment with a different entity than the employee's employer and is not paid by the entity where such employee actually performs work.

**WILLFUL OR CRIMINAL MISCONDUCT** means an act of willful disregard of the employer's interests, a deliberate violation of the employer's rules, a disregard of the standards of behavior which the employer has a right to expect of an employee, or negligence indicating an intentional disregard of the employer's interests or of the employee's duties and obligations to the employer, or any unlawful behavior as determined by local, state or federal law.

### PROTECTED EVENTS

We will protect the Loan(s) according to the terms of this Contract if You purchased protection and You pay the applicable Program Fee. Throughout the life of the Loan, You must qualify for protection at the time of Protection Activation. It is Your responsibility to notify Us if Your circumstances change.

#### **LIFE PLUS (Included with Platinum, Life & Disability, and Life Only)**

If Your death occurs:

- before the end of the month during which You reach Your 70th birthday, We will cancel 100% of Your Protected Balance as of the date of death, up to a maximum of \$50,000.
- after the end of the month during which You reach Your 70th birthday, We will cancel 25% of Your Protected Balance as of the date of death, up to a maximum of \$12,500.

If two protected Borrowers die, We will cancel the lesser of the Life Plus amount for each protected Borrower or the Protected Balance.

Life Plus protection includes the following Protected Events. To qualify for:

- **Accidental Dismemberment:** You must have an injury caused only by external, violent and accidental means and results in the total irrecoverable loss of sight in one or both eyes, the loss of one or both feet by actual severance or amputation at or above the ankle, or the loss of one or both entire hands by actual severance or amputation at or above the wrist. Dismemberment must occur within 90 days of the injury which caused it.
- **Terminal Illness:** You must have received a certified diagnosis from a licensed physician, other than You or an immediate family member, of a Terminal Illness with a life expectancy of 12 months or less. Protection Activation will begin on the date Your Terminal Illness is certified.
- **Hospitalization:** You must be admitted to a hospital for at least 48 consecutive hours.
- **Family Medical Leave:** You, with Your employer's written approval, take an unpaid leave of absence from Your Active Employment for at least 14 consecutive days to attend to the needs of Your newborn, newly adopted or foster child, or to care for Your spouse, child or parent with a serious health condition (as defined by the Federal Family and Medical Leave Act). For purposes of this protection, a spouse includes Your spouse, common law spouse or a legally recognized same-sex domestic partner. **This protection will not protect You during a leave of absence that occurs while You are a Temporary Employee, an independent contractor, self-employed, or employed by a joint Borrower.**
- **Loss of Life of a Non-Protected Dependent:** The death of a non-protected dependent, which in the past 2 years was a dependency exemption on Your tax return.

**If You qualify for Protection Activation** under Hospitalization, Family Medical Leave, or Loss of Life of a Non-Protected Dependent, We will cancel 3 Protected Payments or up to \$3,000, whichever occurs first, one time per a 12 month period beginning with the Protected Event.

**If You qualify for Protection Activation** under Terminal Illness or Accidental Dismemberment:

- before the end of the month during which You reach Your 70th birthday, We will cancel 100% of Your Protected Balance up to a maximum of \$50,000.
- after the end of the month during which You reach Your 70th birthday, We will cancel 25% of Your Protected Balance up to a maximum of \$12,500.

**NOTE: Protection Activation will not be provided for LIFE PLUS** if You no longer have a Protected Balance. If more than one Protected Event occurs for Hospitalization, Family Medical Leave, or Loss of Life of a Non-Protected Dependent within a 12 month period, Protection Activation will only occur once. Additionally, if Protection Activation is occurring for Disability or Involuntary Unemployment, We will cancel 3 Protected Payments or up to \$3,000, whichever occurs first, for Hospitalization, Family Medical Leave or Loss of Life of a Non-Protected Dependent after Protection Activation has stopped for Disability or Involuntary Unemployment. However, if You incur a Terminal Illness or an Accidental Dismemberment, We will cancel according to the terms under "**If You qualify for Protection Activation under Terminal Illness or Accidental Dismemberment**" provision.

#### **DISABILITY (Included with Platinum and Life & Disability)**

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During the first 12 consecutive months of Disability, Disability means You are unable because of a medically determined Accidental Injury or Sickness, to perform all of the essential functions of Your occupation, and You are under the regular care and treatment of a licensed physician, other than You or a family member. After the first 12 consecutive months of Disability, the definition of Disability changes to mean that You are unable, because of a medically determined Accidental Injury or Sickness, to perform the essential functions required of any occupation for which You are reasonably qualified by training, education or experience. You must be under the regular care and treatment of a licensed physician, other than You or a family member. If You are not employed when Your Disability begins, Disability always means You are unable, because of a medically determined Accidental Injury or Sickness, to perform the essential functions required of any occupation for which You are reasonably qualified by training, education or experience.

**To qualify for Disability protection, You must:** (a) meet the definition of Disability for at least 30 consecutive days; and (b) not be actively working at any job or combination of jobs paying You an income equal to or exceeding 80% of the income You were earning from Your Active Employment immediately preceding the date You qualified for Disability.

**After You have satisfied the waiting period** and beginning with the 1st day of Your Disability, We will cancel a minimum of 2 scheduled monthly payment(s). Thereafter, We will continue to cancel Your scheduled monthly payment for each 30 days, consecutive or non-consecutive, that You are Disabled, up to a maximum of (a) 24 months or (b) \$24,000. We will never cancel more than 12 monthly Protected Payments during a 12 month period. The calculation of the 12 month period begins on the date Your benefits begin.

**Cancellation of Your Protected Payment will stop the earliest of:** (a) 24 months of Protected Payments have been cancelled; (b) \$24,000 maximum per period of Disability has been reached; (c) You no longer have a Protected Balance, Your Loan is paid-off or discharged for any reason; (d) the date You return to actively working at any job or combination of jobs paying You an income equal to or exceeding 80% of the income You were earning from Your Active Employment immediately preceding the date You qualified for Disability; (e) You no longer qualify for Disability protection; or (f) You are deceased.

### **INVOLUNTARY UNEMPLOYMENT (Included with Platinum)**

Involuntary Unemployment means that You involuntarily lost Your Active Employment.

**To qualify for Involuntary Unemployment protection, You must meet the following requirements at the time of Protection Activation and throughout the protected period:** (a) You meet the definition of Involuntary Unemployment for at least 30 consecutive days; (b) You are receiving or have received state unemployment benefits for the period of unemployment for which You are requesting Protection Activation; (c) You are seeking Active Employment; and (d) You provide Us or Our Administrator with proof of qualification for Involuntary Unemployment protection at the time of Protection Activation and throughout the protected period.

**NOTE: An award for unemployment benefits from Your state agency does not guarantee cancellation of Your Protected Payment under this Contract.**

**After You have satisfied the waiting period** and beginning with the 1st day of Your Involuntary Unemployment, We will cancel a minimum of 2 scheduled monthly payment(s). Thereafter, We will continue to cancel Your scheduled monthly payment for each 30 days, consecutive or non-consecutive, that You are Involuntary Unemployed, up to a maximum of (a) 6 months or (b) \$3,000. We will never cancel more than 12 monthly Protected Payments during a 12 month period. The calculation of the 12 month period begins on the date Your benefits begin.

**Protection Activation will not be provided for Involuntary Unemployment resulting from:** (a) any Annual, Regularly Scheduled or Seasonal Layoff; (b) any period of unemployment that occurs while You are a Temporary Employee, independent contractor, self-employed or employed by a joint Borrower; (c) retirement; (d) vacation; (e) strike; (f) unionized labor dispute; (g) lockout; (h) termination due to Your Willful or Criminal Misconduct; (i) voluntary unemployment; (j) voluntary loss of wages; or (k) spousal relocation.

## NON-PROTECTED EVENTS & ADVANCES

An event will not be protected under this Contract if it:

- is the result of a felony committed by You;
- is caused by or results from an atomic explosion or any other release of nuclear energy (except when used solely for medical treatment);
- is the result of an elective cosmetic surgery;
- is the result of an intentionally self-inflicted injury;
- is the result of an assisted suicide or an attempted assisted suicide; or
- occurs prior to the Effective Date of Protection.

A death event (other than death of a non-protected dependent) will not be protected by **Life Plus** protection if it:

- occurs within the 6 months immediately following the Effective Date of Protection, and is related to a pre-existing condition for which You received advice, diagnosis, or treatment (including medication) within the 6 months immediately preceding the Effective Date of Protection; or
- is the result of a suicide that occurs within the 12 months immediately following the Effective Date of Protection.

An event (other than Your death) will not be protected under **Life Plus** protection if the event:

- occurs within the 3 months immediately following the Effective Date of Protection.

An event will not be protected by **Disability** protection if it:

- occurs within the 6 months immediately following the Effective Date of Protection, and is related to a pre-existing condition for which You received advice, diagnosis, or treatment (including medication) within the 6 months immediately preceding the Effective Date of Protection; or
- is related to a normal pregnancy; however, complications due to pregnancy or childbirth may be protected if the complications themselves are the cause of the Disability.

An event will not be protected by **Involuntary Unemployment** protection if it:

- occurs within the 3 months immediately following the Effective Date of Protection.

## GENERAL PROVISIONS

**CHANGING YOUR OPTIONS.** You must provide Us written notice of any request to change Your options. If You add a Protected Event, the Effective Date of Protection for the additional Protected Event is the date You purchased protection for that Protected Event. This will not change the Effective Date of Protection for any previously elected Protected Event(s). If You remove a Protected Event, the termination date is the date You removed protection for that Protected Event, which can never precede the date of Your written notice.

**CHANGING THE TERMS OF THIS CONTRACT.** We reserve the right to change the terms of this Contract and apply those changes to the protection You purchased under this Contract. You will receive notice before any change goes into effect. Your continued payment of the Program Fee will constitute Your acceptance of the change in terms.

**CONCURRENT PROTECTED EVENTS.** For each protected Borrower, the amount cancelled will be applied to the dollar and term limitations for each Protected Event. We will never cancel more than the Protected Payment. If You qualify for Disability (original Protected Event) and sustain an additional Sickness or Accidental Injury, which would be in and of itself disabling, the additional Sickness or Accidental Injury will not be considered a new Disability Protected Event, but rather will be considered

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the same Protected Event. This means that You will receive benefits only if You did not exhaust Your maximum Protected Event benefits in connection with the original Protected Event. **In the event a Life Plus, Disability or Involuntary Unemployment event occurs while Protection Activation is occurring for Life Plus, We will not provide Protection Activation for these events until Protection Activation has stopped for Life Plus.**

**CONTINUED EFFECTIVENESS.** If any part of this Contract is determined to be unenforceable, it does not affect the validity of the rest of the Contract.

**ERRORS AND ADJUSTMENTS.** If We have inadvertently deviated from the terms of this Contract, We will make the necessary adjustments when the error is discovered. If We cancel more benefits than You are entitled to under this Contract, You will remain obligated to pay these amounts to Us within 30 days of receipt of written notification from Us as if no cancellation occurred.

**LOAN OBLIGATION.** Protection under this Contract does not affect, alter, or otherwise relieve Your obligations under Your Loan with Us. Whether or not You have made a request for Protection Activation, You remain obligated to make payments to Us and to comply with the terms of Your Loan.

**LOAN OBLIGATION AFTER A PROTECTED EVENT.** During the time it takes to process Your Protection Activation, You remain responsible for making at least the minimum required Loan payment due on the Loan by the payment due date. If the minimum required Loan payment due is greater than the Protected Payment, You are responsible for paying the difference to Us. Upon approval of Your Protection Activation, We will refund to You or credit to Your account any Loan payments You made during the processing period that were eligible for cancellation.

**MISSTATEMENT OF MATERIAL FACT.** If We find that You provided false or inaccurate information We reserve the right to terminate Your protection. If a Protection Activation has been filed, the Protection Activation will be denied.

**PAST EVENTS.** This Contract does not protect You from events that occurred before You purchased protection.

**PROOF OF A PROTECTED EVENT.** You must notify Us or Our Administrator of a Protected Event as soon as possible. You are responsible for providing, and continuing to provide, all the information required by Us to determine qualification for Protection Activation for the Protected Event. If You fail to provide all the information required by Us to verify Your continued qualification for Protection Activation We will not cancel all or a portion of the interest, Protected Payment, Program Fee, or Protected Balance. All information must verify the Protected Event to Our satisfaction. We will only make cancellations if You have a Protected Balance at the time of the Protected Event.

**RECURRENCE OF SAME OR RELATED PROTECTED EVENTS.** If the same type of Protected Event occurs again within 1 year after You have recovered or returned to Active Employment, We will treat this as one Protected Event subject to the initial Protected Event's terms and conditions, including, but not limited to the maximum number of cancellations for the initial Protected Event. No additional benefits will be activated once You have reached any of the initial Protected Event's maximums. For Disability, this only applies if You suffer a Disability due to the same condition.

If the same type of Protected Event (for Disability the same condition) occurs again more than 1 year after You have recovered or returned to Active Employment, We will consider it a new Protected Event and You will need to satisfy all requirements to qualify for Protection Activation. This provision applies whether You return to Active Employment with the same or a different employer.

**TAX IMPLICATIONS.** You may be subject to federal, state, and local taxes on the amount of Your cancelled Protected Payment or Protected Balance. You should consult Your tax advisor. We or Our Administrator will not provide You with guidance on the tax implications, if any, of a cancelled debt.

**TERMINATION OF PROTECTION.** You may terminate protection on Your account(s) at any time by providing Us with written notice at least 5 business days prior to the requested termination date. If You do so within 30 days of purchasing protection, We will credit You for any Program Fees charged for the protected account(s). We will credit You for any Program Fees You paid for the period after Your protection terminates. Termination will not affect benefits for a Protected Event that occurred prior to the termination date as long as an Outstanding Balance remains on the protected account(s).

**Your protection will automatically terminate:**

- on the last day of the month during which Your Loan and/or Program Fee is 3 months delinquent or past due. If You bring Your protected account current, Your protection will not be reinstated automatically. You must re-purchase protection and meet all requirements to qualify for protection;
- if Your Loan is paid-off, refinanced with a Creditor other than Us, or discharged for any reason; or
- if We give You written notice at least 30 days in advance of the termination (or as required by law).

Contact Us with any questions on this Contract.