

# PenFed Pathfinder Rewards & Core Benefits Program Rules, Terms and Conditions



**1. The Program.** PenFed Pathfinder Rewards is a rewards program (the “Program”) that allows you to earn points (the “Points”), as described in section 3 below, in connection with your PenFed Pathfinder Rewards American Express® Card issued by PenFed (the “Account”). The Program, Rewards Center phone line and webpage are maintained and hosted on behalf of PenFed by LoyaltyEdge, LLC. You can redeem Points as described in section 5 below. These Terms and Conditions tell you how the Program works.

In these Terms and Conditions, “you” and “your” mean the Cardmember(s). “We,” “our,” “ours,” and “us” mean Pentagon Federal Credit Union also known as PenFed (the issuer of your credit card) or its assignees. “Agents” mean any third party that we engage to provide services for the Program. Other capitalized terms not specifically defined have the same meaning as in your Cardmember Agreement. The Program is not available to the extent it is prohibited by federal, state, or local law.

**2. Eligibility.** You may participate in the Program while your Account is open and in good standing. However, you may not be eligible to redeem Points, except for a Fee Credit (described in section 5), while your Account is past due or over-the-limit.

**3. Earning Points.** You may earn Points when your Account is opened and you can continue to earn Points so long as your Account remains open. There is no limit to the number of Points you may earn. You will earn Points as follows:

## Purchases

You will earn 3 Points per \$1 of Net New Purchases you make specifically with travel. Travel includes purchases on:

- Airfare
- Hotel
- Car Rental
- Cruise
- Travel Agency
- Commuter Transportation
- Taxi/Uber/Lyft
- Bus Lines
- Tour Operators
- Tolls

If you qualify for the Honors Advantage program, you are eligible to earn an additional 1 Point per \$1 in Net New Purchases on travel for a total of 4 Points earned on Net New Purchases.

Eligible travel purchases will be based on the MCC (Merchant Category Codes) as defined below:

| Category   | MCC              |
|--|------------------|
| Commuter Transportation                                      | 4111             |
| Rail   | 4112             |
| Taxi/Uber/Lyft   | 4121             |
| Bus Lines  | 4131             |
| Cruise   | 4411             |
| Air  | 4511, 4582       |
| Travel Agency  | 4722             |
| Tolls  | 4784             |
| Miscellaneous<br>(Transportation and Travel<br>Arrangements) | 4789, 5962       |
| Hotel  | 7011             |
| Trailer Park/Campgrounds                                     | 7033             |
| Car Rental   | 7512, 7513, 7519 |
| Tourist Attractions  | 7991             |

Merchants are assigned category codes by payment card processors based on the merchant’s primary line of business. We do not determine the MCC for a merchant. Travel purchases made at merchants that do not process transactions under these codes will earn 1.5 Points on Net New Purchases.

You will earn 1.5 Points per \$1 of other Net New Purchases you make. You will earn 25,000 Bonus Points after making \$2,500 in purchases in the first three months of Cardmembership.

“Net New Purchases” means purchases of goods or services you or any authorized user on your Account makes using the Account, minus any purchase returns, refunds, or credit adjustments. Net New Purchases do not include cash advances, balance transfers, or transactions involving convenience checks or access checks. You will not earn Points for interest or finance charges, late payment fees, annual fees, over-the-limit fees, or unauthorized charges. Points do not have a cash value, are non-transferable, and cannot be purchased or sold for cash. If you make purchases to earn Points, keep in mind the terms and conditions of your Cardmember Agreement.

**4. Rewards Balance.** To access your most up to date point balance, visit the PenFed Pathfinder Rewards Website (the “Website”) by logging into your PenFed Credit Union account at PenFed.org and clicking ‘Access my Rewards.’ You may also contact us at 800-732-8268 to obtain Reward balances. Points earned for purchases will be credited at the end of the billing cycle in which you earned them. All other Points will be credited at the end of the billing cycle following the cycle in which you earned them. Points credited in a billing cycle will not be available for redemption until at least 2 business days after they are credited.

Your Point balance will be adjusted based on your account activity. If you return items purchased with your Account, your Points balance may be negative. Should this occur, future points earned will be used to bring the balance to zero or a positive balance.

**5. Redeeming Points.** You may redeem your Points for products, services, or account benefits (the "Rewards"), available on the Website (the "Website"). When you redeem Points for a Reward, we will subtract the number of Points required for the Reward from your Points balance. Shipping and handling costs are included in the reward redemption amount. Once calculated, redemption Points are rounded down to the nearest 10. You receive the redemption value in place on the date you redeem Points and not based on the date earned. A minimum Point balance of 1,000 is required for redemptions.

**You may redeem Points as follows:**

**Merchandise and Services.** Merchandise may be redeemed ONLY with rewards points earned. All items are subject to availability. Merchandise Rewards and items sent by standard delivery can only be delivered to valid street addresses within the 48 contiguous United States and the District of Columbia. Shipping time estimates will be provided at the time of redemption. Extended area and Expedited shipping options may not be available.

**Airline Travel Redemption.** When redeeming your PenFed Rewards Points for airline travel, the number of Points required for redemption varies based on a combination of factors including itinerary (including class of service), date and time of travel, and dollar value of ticket. A \$15 Air Booking Fee will be charged on all online air bookings. Phone air bookings will be charged a \$25 Air Booking Fee.

**Gift Cards and Certificates.** The terms and conditions applicable to gift card and gift certificate Rewards are provided by and vary by individual merchant and are subject to change without notice. Limitations such as expiration dates and dormancy fees may apply. The expiration and dormancy fee time frames are set forth in the Individual Merchant Terms and Conditions.

**6. Tax Liability and Fees.** You will be responsible for any federal, state, or local taxes resulting from your earning or redeeming Points. You will also be responsible for any fees or other charges due in connection with the redemption of Points.

**7. Expiration; Cancellation.** Points will expire 5 years after being awarded on a first-earned, first-spent basis unless you or we close your Account before then. If you close your Account or if we close it because you default on your Agreement, your Points will expire immediately. We may cancel your participation in the Program if you commit fraud or abuse your privileges in connection with the Program or the Account. If we do, your Points will expire immediately.

**8. Account Abuse/Misuse and Fraud.** We may begin an investigation if evidence of account abuse/misuse or fraud is seen. Some examples of abuse/misuse and fraud include:

- Using your Account in an abusive manner for the primary purpose of acquiring Points
- Using your Account other than primarily for personal, consumer or household purposes
- Point redemptions that you didn't authorize

The foregoing examples of abuse/misuse and fraud are not exhaustive, and we maintain the right to investigate in the event we become aware of any other suspicious activity on or pertaining to the account.

If we see evidence of misuse/abuse or fraudulent activity, we may investigate or take any other action we deem appropriate including, without limitation, removing the Points you earned through abuse/misuse and/or fraud and suspending or closing your Account. If we determine that you perpetrated any account misuse/abuse or fraud, we may take actions against you. These actions may include, without limitation:

- Taking away the Points you earned through abuse/misuse and/or fraud
- Stopping you from earning Points
- Suspending or closing your Account
- Taking legal action to recover Points redeemed because of such activity and to recover our monetary losses, including litigation costs and damages

If you suspect fraud on your Account, please notify us immediately by calling 800-732-8268.

**9. Rewards Disclaimer.** The Agents provide administrative services for the Program. The Agents are independent contractors and are not affiliated with PenFed Credit Union. PenFed Credit Union and the Agents will not be liable for bodily harm and/or property damage that may result from participating in the Program, redeeming Points, or using Rewards. If any Reward is modified, defective, or otherwise unsatisfactory to you, you will look solely to the merchant or manufacturer of the Reward and not to PenFed Credit Union or the Agents for any repair, refund, or satisfaction of your claim. PenFed Credit Union is not responsible for any lost, stolen, or destroyed Rewards or expired Points.

**10. Fees for Participation.** There is no fee for your participation in the Program. However, there may be an annual fee for your Account; please refer to your Account Agreement.

**11. Program Changes.** PenFed Credit Union reserves the right to make Program changes at any time without advanced written notice. Additionally, we will not be able to send you advance written notice of a change to the Program or a Reward if: (a) a Reward is unavailable to PenFed Credit Union or (b) a merchant discontinues its participation in the Program.

**12. Program Termination.** In addition to section 7, we may terminate the Program with at least 45 days advance written notice. We may not be able to send you at least 45 days advance written notice if we are terminating the Program because any Agent's bankruptcy, insolvency or receivership, breach of its contract with us, or because of an act of God, act of war or insurrection, accident, fire, sabotage, labor dispute, computer malfunction, act of federal, state, or local government, judicial action, or other event beyond our, or the Agents' control. If the Program terminates for any of these reasons, you will have at least 90 days to redeem your earned Points.

**13. Assignment.** You may not transfer or assign your Program benefits or Points without our written agreement.

**14. Our Notices to You.** We will mail our notices to you at the address on your billing statement.

**15. To Contact Us.** To contact us about the Program, write to:

Pentagon Federal Credit Union  
P.O. Box 456 Alexandria, VA 22313-0456  
or call: 1-800-732-8268

This Credit Card program is issued and administered by PenFed Credit Union.

American Express is a federally registered service mark of American Express and is used by PenFed pursuant to a license.

## TERMS OF SERVICE

### Air Travel Credit Benefit and Trusted Traveler Program Application Benefit

**The benefit is available to PenFed Pathfinder Rewards American Express Cardmembers.** Cardmembers are eligible to receive statement credit every 5 years for the application fee for either Global Entry or TSA Pre ✓® when charged to their PenFed Pathfinder Rewards American Express Card. Cardmembers will receive a statement credit for the first program (either Global Entry or TSA Pre ✓®) to which they apply and pay for with their Card regardless of whether they are approved for Global Entry or TSA Pre ✓®. However, Cardmembers can receive no more than one \$85 credit or \$100 credit, depending on which program the Cardmember first applies for, every 5 years for an application fee charged to the Card. Pentagon Federal and American Express have no control over the application and/or approval process for Global Entry or TSA Pre ✓®, and does not have access to any information provided to the government by the Cardmember or by the government to the Cardmember. Pentagon Federal and American Express have no liability regarding the Global Entry or TSA Pre ✓® Programs. U.S. Customs and Border Protection (CBP) (for Global Entry) and U.S. Transportation Security Administration (TSA) (for TSA Pre ✓®) charge an application fee to process each respective application regardless of whether the Cardmember's application is approved. Pentagon Federal will provide a statement credit for the application fee regardless of the decision made by

CBP (for Global Entry) or TSA (for TSA Pre ✓®) but will not provide a statement credit for subsequent application fees charged to the same Card within 5 years, even if the original application is rejected.

Membership for Global Entry and TSA Pre ✓® is per person, and a separate application must be completed for each individual. For additional information on the Global Entry and TSA Pre ✓® programs, including information regarding the application and/or approval process and for a list of participating airlines and airports, as well as the full terms and conditions of the programs, please go to [www.globalentry.gov](http://www.globalentry.gov) for Global Entry and [www.tsa.gov](http://www.tsa.gov) for TSA Pre ✓®. The Global Entry and TSA Pre ✓® programs are subject to change, and Pentagon Federal and American Express have no control over those changes.

**The statement credit benefit applies to the Global Entry and TSA Pre ✓® programs only. Other program applications including, but not limited to, NEXUS, SENTRI, and Privism are not eligible for the statement credit benefit.**

Please allow up to 8 weeks after the qualifying Global Entry or TSA Pre ✓® transaction is charged to the Card account for the statement credit to be posted to the Card account. Pentagon Federal and American Express rely on accurate transaction data to identify eligible

Global Entry and TSA Pre ✓® purchases. If you do not see a credit for a qualifying purchase on your Card after 6-8 weeks, simply call the number on the back of your Card. Cardmembers are responsible for payment of all application charges until the statement credit posts to the Card account. To be eligible for this benefit, Card account(s) must be active and not in default at the time of statement credit fulfillment.

**Global Entry Fee Credit Option:** Global Entry is a CBP program that allows expedited clearance for pre-approved, low-risk international travelers upon arrival in the United States. Global Entry membership also includes access to the TSA Pre ✓® program with no additional application or fee required. If a Cardmember applies separately for TSA Pre ✓® with the same eligible Card, the TSA Pre ✓® application fee is not eligible for a statement credit.

To receive the \$100 Global Entry statement credit, Cardmembers must pay for the \$100 Global Entry application fee with the Card. **Global Entry members can opt-in to TSA Pre ✓® by entering their Global Entry membership number (PASS ID) in the "Known Traveler Number" field each time a flight reservation is made on a participating airline. Alternatively, Cardmembers can add their Global Entry PASS ID to their frequent flyer profile(s) with the participating airline(s) and then ensure that their frequent flyer number is entered for each flight booking.** If approved, membership into the Global Entry program is valid for 5 years and subject to the program's terms and conditions. You must re-apply for the Global Entry program every 5 years for continuous benefits.



**TSA Pre ✓® Fee Credit Option:** TSA Pre ✓® is an intelligence-driven risk based program managed by TSA that allows low-risk travelers to experience faster, more efficient screening at participating U.S. airport checkpoints for domestic and international travel. The TSA Pre ✓® application program is a DHS Trusted Traveler program. TSA began accepting TSA Pre ✓® applications on Wednesday, Dec. 4, 2013. Enrolling in TSA Pre ✓® does not guarantee selection for expedited screening each time a passenger travels.

To receive the \$85 TSA Pre ✓® statement credit, Cardmembers must pay for the \$85 TSA Pre ✓® application fee with the Card. If approved, Membership into the TSA Pre ✓® program is valid for 5 years and subject to the program's terms and conditions.

**Roadside Assistance:** This document details the terms and conditions for roadside assistance services provided by AXA Assistance USA ("AXA") and for which you may be eligible as described herein.

**Eligibility:** In order to be eligible for the roadside assistance services and benefits described below, offered by PenFed Credit Union through AXA, you must be a Covered Person as defined below.

**Duration of Coverage:** The coverage period of the services described herein, rendered by AXA on behalf of PenFed Credit Union, and runs concurrent with the validity of your PenFed Pathfinder Rewards American Express Card account. If for any reason your PenFed Pathfinder Rewards American Express Card account is terminated or canceled, your eligibility to receive the roadside assistance services described herein will be immediately canceled.

**Access:** The services and benefits offered in this program will be arranged by AXA.

The benefits described herein are non-transferable.

**Availability of Services:** AXA Assistance's roadside assistance services are available in the geographical territory defined below, with the exception of those countries and territories which are the subject of governmental or quasi-governmental economic or political sanctions, which may be involved in an international or internal conflict, or where the existing infrastructure is deemed inadequate by AXA Assistance to guarantee service.

## 24-HOUR TOLL-FREE ACCESS

To facilitate obtaining the roadside assistance services, AXA will offer multi-lingual telephonic available 24 hours a day, 365 days a year. The access will be available for PenFed Credit Union and its eligible Cardmembers.

**For 24 hour emergency assistance call:**  
Toll Free number – 888-647-3093

**Cardmember** means a person who has entered into an agreement establishing an account which entitles such person to make purchases at merchants using a card or other payment method or device issued by

PenFed Credit Union in the U.S. under license from American Express.

**Vehicle** means a passenger vehicle, motorcycle, or RV owned or leased by the Covered Persons, with a car-rying capacity of two tons or less and registered in the United States.

**Covered Person for Roadside Assistance Services** means a Cardmember or Authorized User.

**Geographical Territory** means the U.S. (including the District of Columbia and Puerto Rico) and Canada.

## DESCRIPTION OF SERVICE

For a flat fee of \$59.95 per Service Call, the 24-Hour Roadside Assistance Services include:

**24-Hour Emergency Towing service:** If the event of a mechanical disablement, or in the absence of a replacement spare tire, the Cardmember may arrange for a tow covered to the closest suitable repair facility within the mileage radius of five miles from the disablement site.

- Replacement of a flat tire with the replacement spare tire
- Delivery of fuel or other standard fluids (cost of the fuel or the fluids is not included)
- Lockout service (no key replacement)
- Jump start a dead or weakened battery

An additional amount may be charged in the event that the level of required services is in excess of the benefit provided under the **24-Hour Roadside Assistance Service** described above. The flat fee as well as any additional fees for service (if applicable) will be charged to your PenFed Pathfinder Rewards American Express Card.

**Terms of Service for Emergency Assistance – Tier 1 :** This document details the Emergency Assistance services provided by AXA Assistance USA ("AXA") and for which you may be eligible as described herein.

### I. General Terms

**Eligibility:** In order to be eligible for the services and benefits described below, offered by PenFed Credit Union, through AXA, you must be a Cardmember with an Active Card as defined below.

**Duration of Coverage:** The coverage period of the services described herein, rendered by AXA on behalf of PenFed Credit Union, and runs concurrent with the validity of your PenFed Pathfinder Rewards American Express Card account. If for any reason your PenFed Pathfinder Rewards American Express Card account is terminated or cancelled, your eligibility to receive the services described herein will be immediately canceled.

## I. General Terms

**Eligibility:** In order to be eligible for the services and benefits described below, offered by PenFed Credit Union, through AXA, you must be a Cardmember with an Active Card as defined below.

**Duration of Coverage:** The coverage period of the services described herein, rendered by AXA on behalf of PenFed Credit Union, and runs concurrent with the validity of your PenFed Pathfinder Rewards American Express Card account. If for any reason your PenFed Pathfinder Rewards American Express Card account is terminated or cancelled, your eligibility to receive the services described herein will be immediately canceled.

**Access:** The services and benefits offered in this program will be arranged by AXA.

The benefits described herein are non-transferable.

**Availability of Services:** Services are available worldwide and are subject to the limitations set out in the terms and conditions, below. In no event will the services be available in any country or territory which is the subject of governmental or quasi-governmental economic or political sanctions, which may be involved in an international or internal conflict, or where the existing infrastructure is deemed inadequate by AXA to guarantee service.

For 24 hour emergency assistance call:

Toll Free: 888-647-3093

Worldwide Collect: 630-766-7732

## II. General Definitions

**Card** means the PenFed Pathfinder Rewards American Express Card.

**Covered Person** means a Cardmember; or such Cardmember's spouse living at the same address as the Cardmember; or, a dependent child under the age of nineteen (19) or under the age of twenty-three (23) in the case of a dependent full-time college student, in either case who resides permanently with the Cardmember.

**Cardmember** means a holder of a PenFed Pathfinder Rewards American Express Card whose name is embossed, printed or otherwise affixed on a Card, or who has entered into an agreement with PenFed Credit Union for the extension of credit to be used to purchase goods and services from merchants participating on the American Express network.

**Active Card** means a Card with at least one (1) purchase transaction, other than a balance transfer, but including cash access, within the last 30 days and during the Duration of Coverage period in effect when the assistance services are requested.

## III. Content of the Assistance Services Provided

There are four components of the Emergency Assistance program:

### 1. Medical Emergency Assistance

AXA Assistance can refer the Cardmember to preferred providers including primary care physicians, clinics and hospitals all over the world. Primary care physicians are defined as referrals to the following: family practitioners, general practitioners, internists, ophthalmologists, obstetricians/gynecologists, orthopedists, and pediatricians. The user will be given the name, address, telephone number, office hours, and if applicable, language(s) spoken by the provider. The nature of the situation, location of the caller, and time of the day will influence whether a referral is made to an individual provider or to a hospital/emergency care facility. AXA Assistance will also provide referrals to medical specialists in major cities and nearby areas using specific selection criteria. Specialists are defined as physicians other than those previously identified as primary care physicians. Some examples of specialists include allergists, cardiologists and endocrinologists.

### 2. Legal Emergency Assistance

AXA Assistance provides referrals to lawyers or other legal service providers including the provider's name, address, telephone number, office hours, specialty and language resources. Whenever AXA Assistance has sufficient information to do so, we shall refer the Cardmember to two or more legal professionals so that the Covered Person may have the benefit of choosing the legal professional. AXA Assistance uses reasonable efforts to ensure that its referrals are legal service providers who meet the professional standards of the country or city where the traveler is located.

### 3. Personal Assistance

Available 24/7, both pre-travel and during trip, AXA Assistance is able to quickly provide the following information upon a Cardmember's request.

- Passport, visa, and immunization/inoculation requirements;
- Foreign currency exchange rates;
- Weather forecasts and average seasonal temperatures;
- Embassy and Consular referrals;
- General information on local customs
- General Information on business etiquette;
- Information on national holidays and standard business hours;
- Travel advisories & customs information;
- Local voltage information;

### 4. Travel Oriented Assistance

**Referrals to Interpreters:** AXA Assistance shall make the necessary arrangements to provide the Cardmember with an interpreter. (To be charged to the Cardmember's account and subject to authorization by PenFed Credit Union.

**Urgent message relay:** AXA will relay emergency messages to or from users to family members or colleagues 24 hours a day.

**Cash/Bail assistance:** Emergency funds will be arranged and made available to the user in the event money is lost, stolen, or inaccessible due to banking holidays, etc. AXA will also assist with the payment of legal fees, as well as secure and post bail bonds when required (To be charged to the Cardmember's account and subject to authorization by PenFed Credit Union).

**Luggage Assistance:** AXA Assistance shall assist the Cardmember locating lost luggage and shall provide to the Covered Person regular updates on the location status.

**Cost of the Assistance Services Provided**  
Most of the assistance services are offered to Cardmembers at no cost. However, according to circumstances and depending on the nature of the requested service, Cardmember will be responsible for all costs and expenses related to the assistance services requested and AXA Assistance may have to make cash advances against the Cardmember's account, subject to the Cardmember's approval.

In this case, the advanced payment and associated delivery fees are reimbursed to AXA Assistance USA through the debit of the Cardmember's Card account, subject to prior approval by PenFed Credit Union.

### **Worldwide Car Rental Loss & Damage Insurance**

**Excess Automatic Loss Damage Reimbursement provided to PenFed Pathfinder Rewards American Express Cardmembers.**

Certain limitations and exclusions apply.

### **Summary of Coverage**

#### **Definitions You Should Know:**

**Insured:** Insured means a Cardmember who charges the entire cost of a Rented Automobile using his/her Card.

**Cardmember:** Cardmember means a holder of any PenFed Pathfinder Rewards American Express Card whose name is embossed, printed or otherwise affixed on a Card, or who has entered into an agreement with PenFed Credit Union for the extension of credit to be used to purchase goods and services from merchants participating on the American Express network.

**Card:** Card means a payment card or other payment device or method linked to or representing a credit or charge account issued by PenFed Credit Union in the United States under license from American Express, which can be used to purchase goods or services from merchants participating on the American Express network. Covered Cards include the PenFed Pathfinder Rewards American Express Card.

**Rented Automobile:** Rented Automobile means a four-wheeled private passenger type motor vehicle or a mini-van manufactured and designed to transport a maximum of seven passengers and used exclusively to carry passengers. A Rented Automobile must be designed for travel on public roads and rented from a licensed rental agency. Off-road, antique or limit-ed-edition vehicles are excluded, as are trucks, recre-ational vehicles, campers, pickup trucks and mini-buses.

**Damage or Loss:** Damage or Loss means direct and accidental loss to a Rented Automobile.

**Actual Cash Value:** Actual Cash Value means the cost to repair or replace the Damage or Loss to the Rented Automobile at the time of loss, less depreciation.

**Rental Agency:** Rental Agency means a commercial automobile rental company licensed under the laws of the applicable jurisdiction.

**Excess Coverage:** Excess Coverage means that the Insured will be reimbursed only for losses/expenses not covered by other plans or programs, such as a partial collision damage waiver, any personal auto insurance, employer's auto insurance or reimbursement plan or other sources of insurance. When these other plans apply, an Insured must first seek payment or reimbursement from such plans, and receive a determination based on the stated terms of such other plans, that any such plans do not provide complete coverage, prior to such time as the Insured can be reimbursed through Excess Coverage.

**The Plan:** As an eligible Insured, you may receive re-imbusement for repair or replacement of the Rented Automobile as a result of Damage or Loss to the Rent-ed Automobile anywhere in the world. Reimbursement will be on an Actual Cash Value basis, for loss for which the Insured is responsible. This coverage applies provid-ed the entire rental fee for the Rented Automobile has been charged to your Card.

**Eligibility:** This Damage or Loss protection is provid-ed to you, as an Insured, automatically when, and only when, the entire rental fee for the Rented Automobile is charged to your Card. It is not necessary for you to notify PenFed Credit Union the administrator or the Federal Insurance Company (the "Company") at the time the rental fee is charged to your Card.

**The Cost:** This coverage is provided at no additional cost to eligible Insureds under the Master Policy #9906-76-26 issued to American Express Travel Related Services Company, Inc., by Federal Insurance Company (the "Company").

**Length of Coverage:** The coverage period will not exceed thirty-one (31) consecutive days.

**Amount of Insurance:** The Company's liability will be for a maximum reimbursement of \$50,000 per rental.

From the amount of reimbursement due the Insured, the amount of any valid and collectible insurance will be deducted. In no event will the Company be liable beyond the amounts actually paid by the Insured. The insured must file a claim with their primary insurance or seek payment from any other source available to cover the loss as this policy provides Excess Coverage.

**Exclusions:** Coverage does not apply to loss resulting from the following:

- Any dishonest, fraudulent or criminal act of the Insured.
- Forgery by the Insured.
- Loss due to war or confiscation by authorities.
- Loss due to nuclear reaction or radioactive contamination.
- The Insured being intoxicated, as defined by the laws of the jurisdiction where the loss occurred, or under the influence of any narcotic unless prescribed by a physician.
- Intentional damage to the Rented Automobile by the Insured.
- Damage which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage results from a theft covered by the plan.
- Damage to tires unless damaged by fire, malicious mischief or vandalism, or stolen, or unless the loss be coincident with a covered loss.
- Use of the Rented Automobile to carry passengers and property for hire.
- Use of the Rented Automobile in tests, races or contests.
- Use of the Rented Automobile by a person other than the one authorized to operate the Rented Automobile by the terms of the Rental Agreement.
- The Rented Automobile being operated or located in any territory prohibited by the terms of the Rental Agreement.
- Loss of use of the Rented Automobile.

#### **Vehicles NOT covered**

- Trucks, recreational vehicles, campers, pickup trucks and mini-buses.
- Limited-edition motor vehicles which are defined as high-value, exotic, high-performance or collector-type vehicles.
- High-value motor vehicles which are defined as motor vehicles whose replacement value exceeds \$50,000.
- Antique motor vehicles which are defined as any vehicle over 25 years old, or any vehicle which has not been manufactured for 10 years or more.

**Effective Date:** This plan is effective on the date shown on the group Master Policy or on the date that you become a PenFed Pathfinder Rewards American Express Cardmember, whichever is latest, and will cease on the date the Master Policy #9906-76-26 terminates (in which case you will be notified by PenFed Credit Union), or on the date you no longer

qualify as an eligible Insured (i.e., on the date your Card account terminates or ceases to be in good standing), or on the expiration date of the applicable coverage period for the Insured, whichever occurs first.

**Misrepresentation and Fraud:** Coverage of the Insured will be void if, at any time, the Insured has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or the interest of the Insured herein, or in case of any fraud or false swearing by the Insured relating thereto.

**Claim Procedure:** The Insured must send the Company written notice of a claim, including the Insured's name and policy number, within 45 days after Damage or Loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible.

In addition, the Insured must send the following information to the Company or its authorized representative:

- A copy of the Card account statement showing the charge for the Rented Automobile.
- A copy of the automobile rental agreement.
- A copy of the police report pertaining to Damage or Loss.
- A copy of the initial claim report submitted to the automobile Rental Agency.
- A copy of the paid claim presented by the automobile Rental Agency for the Damage or Loss for which the Insured is responsible.
- Proof of submission of the Loss to and the results of any settlement or denial by the applicable insurance carrier(s).
- If no other insurance is applicable, a notarized statement from the Insured to that effect.

**How To File A Claim:** To obtain a claim form contact the Claim Administrator, Crawford and Company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Crawford and Company, P.O. Box 459084, Sunrise, FL 33345, PHONE NUMBER 855-307-9242 Fax Number 855-830-3728.

**For Insureds Who are New York State Residents.** To the extent that this plan provides insurance against damage to a rented motor vehicle, the following additional terms and conditions apply:

- (1) The period of insurance coverage will not exceed thirty-one (31) consecutive days;
- (2) The insurance provided by this plan will be Excess Coverage over any other valid and collectible insurance covering the rented motor vehicle. However, the insurance provided under this plan may be primary if specifically provided for under the terms of this plan and if the following criteria are met:
  - (a) The motor vehicle is rented for use outside the United States, its territories and possessions; and



(b) The motor vehicle is rented without a driver. All other terms and conditions which do not conflict with this paragraph continue to apply.

Coverage is underwritten by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies, Warren, NJ. As a handy reference guide, please read this document and keep it in a safe place with your other insurance documents. This Summary of Coverage is not a contract of Insurance but is simply an informative statement to eligible Insureds of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of insurance are contained in Master Policy #9906-76-26, Excess Loss Damage Waiver on file with American Express Travel Related Services Company, Inc., and available from PenFed Credit Union. The benefits of the Policy providing your coverage are governed primarily by the law of a state other than Florida. If this plan does not conform to your state statutes, it will be amended to comply with such laws. If a statement in this Summary of Coverage and any provision in the Policy differ, the Policy will govern.

### **Worldwide Travel Accident Insurance \$100,000 Benefit Amount**

Certain limitations and exclusions apply.

#### **Definitions you should know:**

**Unmarried Dependent Children:** Unmarried Dependent Child(ren) means children who are primarily dependent upon the Insured for maintenance and support and who are: under the age of 19 and reside with the Insured; beyond the age of 19 who are permanently mentally or physically disabled and incapable of self-support; or under the age of 25 and a full-time student at an institute of higher learning.

**Domestic Partner:** Domestic Partner means a person designated in writing at time of claim by the primary Insured Person, who is at least eighteen (18) years of age, and who during the past twelve (12) months:

1. has been in a committed relationship with the primary Insured Person; and
2. has been the primary Insured Person's sole spousal equivalent; and
3. has resided in the same household as the primary Insured Person; and
4. has been jointly responsible with the primary Insured Person for each other's financial obligation, and who intends to continue the relationship above indefinitely.

**Insured or Insured Person:** Insured or Insured Person means a Cardmember, or such Cardmember's spouse or Domestic Partner, or Unmarried Dependent Children, when such person has purchased Common Carrier passage fare entirely with the Cardmember's Card.

**Cardmember:** Cardmember means a holder of any Card whose name is embossed, printed or otherwise affixed on such Card, or who has entered into an agreement with PenFed Credit Union for the extension of credit to be used to purchase goods and services from merchants participating on the American Express network.

**Common Carrier:** Common Carrier means any licensed land, water or air conveyance operated by those whose occupation or business is the transportation of persons or things without discrimination and for hire.

**Member:** Member means hand or foot.

**Loss:** Loss means, with respect to a hand, complete severance through or above the knuckle joints of at least 4 fingers on the same hand; with regard to thumb and index finger, means complete severance through or above the knuckle joints of the thumb and index finger of the same hand; with respect to a foot, complete severance through or above the ankle joint; with respect to eye, means the permanent loss of vision in one eye. Remaining vision must be no better than 20/200 using a corrective aid or device as determined by a physician; with respect to hearing, means the permanent and irrecoverable loss of hearing in both ears, as determined by a physician, with respect to speech, means the permanent and irrecoverable total loss of the capability of speech without the aid of mechanical devices, as determined by a physician.

**Benefit Amount:** Benefit Amount means the Loss amount applicable at the time the entire cost of the passenger fare, less any redeemable certificates, vouchers, coupons, or points, is charged to a PenFed Pathfinder Rewards American Express Card account from PenFed Credit Union.

**Card:** Card means a payment card or other payment device or method linked to or representing a credit or charge account issued by PenFed Credit Union in the United States under license from American Express, which can be used to purchase goods and services from merchants participating on the American Express network. Covered Cards include the PenFed Pathfinder Rewards American Express Card.

**Covered Trip:** means travel on a Common Carrier when the full fare for such transportation, less any redeemable Points, coupons or certificates, have been charged to the Insured Person's account issued by the policyholder. If Points, coupons or certificates are redeemed, a charge of at least \$1.00 must be charged to the account for the travel to be considered a Covered Trip.



**Domestic Partner:** means a person who is at least eight-teen (18) years of age, and who through the past twelve (12) months: 1) Has been in a committed relationship with the Insured Person; and 2) Has been the Insured Person's sole spousal equivalent; and 3) Has resided in the same household as the Insured Person; and 4) Has been jointly responsible with the Insured Person for each other's financial obligations; And who intends to continue the relationship described above indefinitely.

**The Plan.** As the holder of a PenFed Pathfinder Rewards American Express Card (the "Card"), you, your spouse or Domestic Partner, and Unmarried Dependent Children will be automatically insured against accidental loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any licensed common carrier, provided the entire cost of the passenger fare(s), less redeemable certificates, vouchers, coupons, or points has been charged to your Card account. A charge of at least \$1.00 must be charged to your Card Account. If the entire cost of the passenger fare has been charged to your Card account prior to departure for the airport, terminal or station, coverage is also provided for common carrier travel (including taxi, bus, train or airport limousine and includes courtesy transportation; immediately, a) preceding your departure, directly to the airport, terminal or station b) while at the airport, terminal or station, and c) immediately following your arrival at the airport, terminal or station of your destination. If the entire cost of the passenger fare has not been charged to your Card account prior to your arrival at the airport, terminal or station, coverage begins at the time the entire cost of the travel passenger fare is charged to your Card.

**Eligibility:** This travel insurance plan is provided to eligible Insureds automatically when the entire cost of a Common Carrier fare, less redeemable certificates, vouchers, coupons, or points, is charged to your PenFed Pathfinder Rewards American Express Card account. A charge of at least \$1.00 must be charged to your Card account. It is not necessary for you to notify PenFed Credit Union, the administrator or Federal Insurance Company (the "Company") when tickets are purchased.

**The Cost:** This travel insurance plan is provided at no additional cost to eligible Insureds. PenFed Credit Union pays the premium out of PenFed Credit Union revenues, generated in part from the PenFed Pathfinder Rewards American Express Card.

**Beneficiary:** The Loss of Life benefit will be paid to the beneficiary designated by the Insured. If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order:

- a) the Insured's spouse or Domestic Partner,
- b) the Insured's children,
- c) the Insured's parents,
- d) the Insured's brothers and sisters,
- e) the Insured's estate.

All other indemnities will be paid to the Insured.

Maximum Benefit Amounts: PenFed Pathfinder Rewards American Express Card \$100,000.

**TABLE OF LOSS**

The Loss must occur within one year of the accident. The Company will pay the single largest applicable Benefit Amount. In no event will duplicate request forms or multiple Card accounts obligate the Company in excess of the stated Benefit Amounts for any one loss sustained as the result of any one accident by any one individual Insured.

In the event of multiple accidental deaths per Card account arising from any one accident, the Company's liability for all such losses will be subject to a maximum limit of insurance equal to two times the Benefit Amount for loss of life. Benefits will be proportionately divided among the Insured up to the maximum limit of insurance.

|   |           |
|---|-----------|
| <b>LOSS OF LIFE</b>   | \$100,000 |
| <b>DISMEMBERMENT</b>  | \$100,000 |
| Loss of both hands, both feet, sight of both eyes or a combination of any two of a hand, foot or sight of any eye |           |
| Loss of speech and hearing  | \$100,000 |
| Loss of speech or hearing and one hand, foot or sight of an eye   | \$100,000 |
| Loss of one hand or one foot or entire sight of one eye   | \$50,000  |
| Loss of speech or hearing   | \$50,000  |
| Loss of thumb and index finger on the same hand   | \$25,000  |

**Exclusions:** This insurance does not cover loss resulting from:

- 1) an Insured's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection (except bacterial infection caused by an accident or from accidental consumption of a substance contaminated by bacteria), or bodily mal-functions;
- 2) suicide, attempted suicide or intentionally self-inflicted injuries;
- 3) declared or undeclared war, but war does not include acts of terrorism.

This insurance also does not apply to an accident occurring while an Insured is in, entering, or exiting any aircraft while acting or training as a pilot or crew member, but this exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency.

This insurance does not cover loss from commutation, meaning travel between the Insured's residence and regular place of employment.

**Effective Date:** This insurance is effective on the date shown on the Master Policy or on the date that you become a PenFed Pathfinder Rewards American Express Cardmember, whichever is latest, and will cease on the date the Master Policy #9906-76-25 is terminated, or on the date your PenFed Pathfinder Rewards American Express Card account terminates or ceases to be in good standing, whichever occurs first.

Coverage is underwritten by Federal Insurance Company, a Chubb Company, Whitehouse Station, NJ.

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is simply an informative statement of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of Insurance are contained in Master Policy #9906-76-25, Blanket Travel Accident on file with American Express Travel Related Services Company, Inc. The benefits of the Policy providing your coverage are governed primarily by the law of a state other than Florida. If this plan does not conform to your state statutes, it will be amended to comply with such laws. If a statement in this description of coverage and any provision in the policy differ, the policy will govern.

**How To File A Claim:** To obtain a claim form contact the Claim Administrator, Crawford and Company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Crawford and Company, P.O. Box 459084, Sunrise, FL 33345, PHONE NUMBER 855-307-9242 Fax Number 855-830-3728.

**Fraud Warning.** Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, which is a crime. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant or Insured Person.

**Worldwide Travel Inconvenience Insurance provided through Automatic Common Carrier Lost Baggage, Trip Delay, and Baggage Delay Reimbursement**

Certain limitations and exclusions apply.

**Summary of Coverage:**

These coverages are provided through Excess Common Carrier Checked and/or Carry-on Baggage/Baggage Delay/Trip Delay, Policy #9906-76-27.

**Definitions you should know:**

**Insured:** Insured means a Cardmember, or such Card-member's spouse or Domestic Partner, or Unmarried Dependent children, when such person has purchased Common Carrier passage fare, less redeemable certificates, vouchers, coupons, or points, entirely with their PenFed Pathfinder Rewards American Express Card.

**Cardmember:** Cardmember means a holder of any Card whose name is embossed, printed or otherwise affixed on such Card, or who has entered into an agreement with PenFed Credit Union for the extension of credit to be used to purchase goods and services from merchants participating on the American Express network.

**Card:** Card means a payment card or other payment device or method linked to or representing a credit or charge account issued by PenFed Credit Union in the United States under license from American Express, which can be used to purchase goods and services from merchants participating on the American Express network. Covered Cards include the PenFed Pathfinder Rewards American Express Card.

**Trip Delay:** Trip Delay means cancellation, or delay of the Insured's covered trip for at least six (6) hours.

**Baggage Delay:** Baggage Delay means a delay or misdirection of the Insured's Checked Baggage by a Common Carrier for more than six (6) hours after arrival at the final scheduled destination.

**Checked Baggage:** Checked Baggage means suitcases or other containers specifically designated for carrying personal property, for which a claim check has been issued to the Insured by a Common Carrier.

**Common Carrier:** Common Carrier means any licensed land, water or air conveyance operated by those whose occupation or business is the transportation of persons or things without discrimination and for hire.

**Carry-On Baggage:** Carry-On Baggage means suitcases or other containers specifically designated for carrying personal property, which are carried on board a Common Carrier by the Insured.

**Actual Cash Value:** Actual Cash Value means the cost to replace the lost or damaged personal property at the time of loss, less depreciation.

**Covered Trip:** Covered Trip means travel on a Common Carrier when the full fare for such transportation less any redeemable Points, coupons or certificates have been charged to the Insured's Account issued by the Policyholder. If Points, coupons, or certificates are re-deemed, a charge of at least \$1.00 must be charged to the Account for travel to be considered a Covered Trip.

**Unmarried Dependent Children:** Unmarried Dependent Child(ren) means children who are primarily dependent upon the insured for maintenance and support and who are: under the age of 19 and reside with the insured; beyond the age of 19 who are permanently mentally or physically disabled and incapable of self-support; or under the age of 25 and a full-time student at an institute of higher learning.

**Domestic Partner:** Domestic Partner means a person designated in writing at time of claim by the primary Insured, who is at least eighteen (18) years of age, and who during the past twelve (12) months: 1) has been in a committed relationship with the primary Insured; and 2) has been the primary Insured's sole spousal equivalent; and 3) has resided in the same household as the primary Insured; and 4) has been jointly responsible with the primary Insured for each other's financial obligation, and who intends to continue the relationship above indefinitely.

**Insured's Property:** Insured's Property means the Insured's baggage and personal property contained in Checked Baggage and Carry-On Baggage.

**Insured's Location of Permanent Residence:** Insured's Location of Permanent Residence means the city where the Insured has established his/her fixed and permanent principal home.

**The Plan:** As an Insured, you, your spouse or Domestic Partner or Unmarried Dependent Children are eligible to receive Lost Luggage reimbursement for amounts actually paid for direct physical loss or damage to Checked and/or Carry-On Baggage and Insured's Personal Property contained therein. Reimbursement for Checked and/or Carry-On baggage and Personal Property will be on an Actual Cash Value basis at the time of loss. This coverage applies provided the entire cost, less redeemable certificates, vouchers or coupons, of the Covered Trip is charged to your Card. A charge of at least \$1.00 must be charged to the Card account.

This Trip Delay reimbursement is provided during a Covered Trip if the delay is due to airline related delays, missed connections, unannounced strike, civil commotion, hijack or natural disaster. Reimbursement is provided, for the cost of food and temporary lodging until travel by the Insured becomes possible. Coverage is limited to one (1) delay per Insured during a covered trip to a maximum of 3 occurrences per Card per year.

This Baggage Delay reimbursement is provided for the cost of expenses incurred during a Covered Trip resulting from Baggage Delay.

Reimbursement is provided for the emergency purchase of essential items needed at a destination other than the Insured's Location of Permanent Residence.

**Eligibility:** This Common Carrier Baggage, Trip Delay and Baggage Delay reimbursement is provided to you, your spouse or Domestic Partner and Unmarried

**Trip Delay:** The Company's liability will be for a maximum reimbursement of \$200 per Insured. This benefit is excess over any other insurance or indemnity available to the Insured person. Coverage is limited to one (1) delay per Insured person during a covered trip to a maximum of 3 occurrences per Card per year.

**Baggage Delay:** The Company's liability will be for a maximum reimbursement of \$200 per Insured per year. Company will not pay more than the maximum benefit amount in any 12 consecutive months regardless of the number of Baggage Delay claims made in that 12-month period. This benefit is excess of any other insurance or indemnity available to you.

**Exclusions:**

**Checked and/or Carry-On Baggage:** Coverage does not apply to loss resulting from:

- (1) any dishonest, fraudulent or criminal act of the Insured;
- (2) forgery by the Insured;
- (3) loss due to war or confiscation by authorities;
- (4) loss due to nuclear reaction or radioactive contamination.

**Coverage also does not apply to:**

- (1) sporting equipment, unless checked with the Common Carrier and for which its own claim check has been provided by the Common Carrier;
- (2) animals, perishables; cameras and accessory equipment; eye glasses and contact lenses; prosthetic devices including dentures and hearing aids; tickets, valuable papers and documents; credit cards, charge cards and debit cards; securities; money; art objects; electronic equipment; business items; bullion or precious or semi-precious metals, stones, or gems other than that contained in items of personal jewelry owned by the Insured; household furniture; motor vehicles, boats, or watercraft or aircraft or parts for such conveyances.
- (3) Expenses or purchases not billed to your Card account.

**Baggage Delay:** Essential items not covered by the Baggage Delay benefit include, but are not limited to:

1. contact lenses, eyeglasses or hearing aids
2. artificial teeth, dental bridges or prosthetic devices
3. tickets, documents, money, securities, checks, travelers checks and valuable papers
4. business samples
5. purchases not billed to your Card account.

**Trip Delay:** Coverage does not apply to:

- (1) loss resulting from any dishonest, fraudulent or criminal act of the Insured;
- (2) loss resulting from forgery by the Insured;
- (3) loss due to war or confiscation by authorities;
- (4) loss due to nuclear reaction or radioactive contamination;
- (5) purchases not charged to your Card account.

**Length of Coverage:** This plan is effective on the date shown on the Master Policy or on the date that you become a PenFed Pathfinder Rewards American Express Cardmember, whichever is latest, and will cease on the date the Master Policy terminates (in which case you will be notified by PenFed Credit Union), or on the date you no longer qualify as an eligible Insured or on the expiration date of any applicable period of coverage for any Insured, or on the date your Card account is terminated or no longer in good standing, whichever occurs first.

**Misrepresentation and Fraud**

Coverage of the Insured will be void if, at any time, the Insured has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or the interest of the Insured herein, or in case of any fraud or false swearing by the Insured relating thereto.

**Claim Procedure**

The Insured must send the Company written notice of a claim, including the Insured's name and policy number, within 45 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible.

To file a sworn "Proof of Loss" statement, the Insured must send the following to the Company or its authorized representative:

- (1) a copy of the Card account statement showing the Common Carrier fare charged;
- (2) a copy of the initial claim report submitted to the Common Carrier;
- (3) proof of submission of the loss to and the results of any settlement by the Common Carrier;
- (4) proof of submission of the loss to and the results of any settlement or denial by the Insured's personal insurance carrier(s);
- (5) if no other insurance is applicable, a notarized statement from the Insured to that effect; and
- (6) evidence that the personal property has actually been replaced.

(6) evidence that the personal property has actually been replaced.

**How To File A Claim:** To obtain a claim form contact the Claim Administrator, Crawford and Company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Crawford and Company, P.O. Box 459084, Sunrise, FL 33345, PHONE NUMBER 855-307-9242 Fax Number 855-830-3728.

**For Insureds Who Are New York State Residents**

To the extent that this plan provides insurance against the loss or damage to baggage and its contents, the following terms and conditions apply:

- (1) The loss or damage must occur while the Insured is in transit;
- (2) The maximum amount of insurance is \$1,500 per bag, including contents, subject to a maximum annual aggregate amount of \$10,000 for all Insureds per trip per Card account.

Coverage is underwritten by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies, Warren NJ.

As a handy reference guide, please read this document and keep it in a safe place with your other insurance documents. This Summary of Coverage is not a contract of Insurance but is simply an informative statement to eligible Insureds of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of insurance are contained in Master Policy #9906-76-27, Excess Common Carrier Checked and/or Carry-on Baggage/Baggage Delay/Trip Delay, on file with American Express Travel-Related Services Company, Inc. herein referred to as the Policyholder. The benefits of the Policy providing your coverage are governed primarily by the law of a state other than Florida. If this plan does not conform to your state statutes, it will be amended to comply with such laws. If a statement in this Summary of Coverage and any provision in the policy differ, the policy will govern.

**Concierge Terms**

**Eligibility:** In order to be eligible for the services and benefits described below, offered by Ten through PenFed Credit Union, an individual must be a PenFed Pathfinder Rewards American Express Cardmember, as defined below.

**Duration of Coverage:** The coverage period of the services described herein, rendered by Ten,



and runs concurrent with the validity of the Cardmember's Card account. If for any reason the Card account is terminated or cancelled, the Cardmember's eligibility to receive the services described herein will be immediately cancelled.

**Access:** The services offered in this program will be arranged by Ten.

**Availability of Services:** Services are available worldwide and are subject to the limitations set out in the terms and conditions below. In no event will the services be available in any country or territory which is the subject of governmental or quasigovernmental economic or political sanctions, which may be involved in an international or internal conflict, or where the existing infrastructure is deemed inadequate by Ten to guarantee service.

**24-hour Toll-free Access Worldwide:** To facilitate obtaining the services, Ten offers multi-lingual telephonic access, where available, 24 hours a day, 365 days a year. For 24-Hour Emergency Assistance, Cardmembers should call:

Toll-Free Number: 866-992-2731

Collect Number: 312-935-3730

**General Definitions:** Covered Person means a Cardmember, or spouse living at the same address as the Cardmember, or a dependent child under the age of 19 of the Cardmember, or a dependent of the Cardmember who is a full-time college student under the age of 23. In any case the Covered Person must reside permanently in the United States and be traveling with the Cardmember. Cardmember means a person who has entered into an agreement with PenFed Credit Union establishing an account which entitles such person to make purchases at merchants using a card or other payment method or device issued by PenFed Credit Union, in the United States under license from American Express.

Content of the assistant services:

Ten will assist the Covered Person with information related to dining, entertainment events, and other major events in metropolitan areas.

**Specialty Referrals:** While the Cardmember is at home or traveling, Ten can provide referrals to other professional services, examples include (but not limited to) - personal chefs, party planners, interpreters, dog walkers, health and fitness facilities. All costs for actual services are borne by the Cardmember.

#### **Cost of service provided:**

Most of the assistance services are offered to the Covered Person at no cost. According to circumstances and depending on the nature of the requested service, Ten cannot undertake any request we consider to be:

- Illegal
- For resale, professional, or commercial purposes
- Virtually impossible or unfeasible
- Subject to risk, e.g., illegal sources or activities
- A violation of the privacy of another person
- A violation of any local, national, or international laws
- Unethical and/or immoral
- Price-shopping for items known to already be discounted

When goods or services are purchased on the Covered Person's behalf:

- Items will be purchased and/or delivered in accordance with local, national, and international regulations.
  - Cardmember is at all times responsible for customs and excise fees and formalities.
  - Ten recommends that the items be insured for mailing and shipping. Ten accepts no responsibility for any delay, loss, damage, or resulting consequences.
  - Ten reserves the right to decline or stop working on a request at any time and will not be liable for any consequences. If a request is declined, Ten will endeavor to offer an alternative.
- The Cardmember will be responsible for all costs and expenses related to the Covered Person's request. All expenses will be debited, in some cases in advance of purchase, to the Cardmember's account, irrespective of the success of the search and/or the Covered Person's acceptance of the goods and/or services arranged on the Covered Person's behalf. Ten will seek the Cardmember's authorization prior to arranging a service. In some instances written authorization may be required. Ten will endeavor to use and recommend providers which are, in Ten's experience, generally reliable. However, neither Pen-Fed Credit Union, American Express nor Ten shall have any liability arising in connection with any use or recommendation of a provider, or in connection with any provider that does not fulfill its obligations to the Covered Person, other than assistance with the resolution of any dispute with the provider concerning the services or products in question.

In instances where a requested service or product can only be provided by a provider with respect to which Ten has not had significant experience, or which has not always been reliable in Ten's prior experience, Ten may inform the Covered Person of such fact. Should the Covered Person nevertheless wish to utilize such provider, PenFed Credit Union nor Ten shall have any liability whatsoever for the risks undertaken, consequences arising thereof, or the resolution of any dispute relating to the services or products in question.

08/18

This Credit Card program is issued and administered by PenFed Credit Union.

American Express is a federally registered service mark of American Express and is used by PenFed Credit Union pursuant to a license.

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