

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 interest of the Insured in this coverage, or in the case of any fraud or false swearing by the Insured relating to this coverage.

Coverage for an Insured will be void if, whether before or after a loss, the Policyholder has concealed or misrepresented any material fact or circumstance concerning this coverage or interest of the Insured in this coverage, or in the case of any fraud or false swearing by the Policyholder relating to this coverage.

CLAIM PROCEDURE

To file notice of a claim under this program, please contact the Program Administrator at 1-800-735-1408, Monday through Friday between the hours of 8 a.m. and 9 p.m. ET. 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, the Insured must send the following information to the Company or its authorized representative:

- * A copy of the Account statement showing the automobile rental transaction
- * A copy of the automobile rental agreement
- * A copy of the police report
- * 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

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 terms and conditions apply: (1) The period of insurance coverage will not exceed thirty-one (31) consecutive

days or forty-five (45) consecutive days if the Insured is an employee of an organization which has provided the Account Card to the Insured for business use; (2) The insurance provided by this plan will be excess 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 is met: (a) The motor vehicle is rented for use outside the United States, its territories and possessions; or (b) The Insured is an employee of an organization which has provided the Account Card to the Insured for business use; and (c) The motor vehicle is rented without a driver.

Note: Please read this Description of Coverage 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 to each Insured of the principal provisions of the insurance. Complete provisions pertaining to this program of insurance are contained in Policy Number 9128267, issued and underwritten by National Union Fire Insurance Company of Pittsburgh, Pa. (the "Company"), with its principal place of business in New York, NY. If there are any conflicts between the contents of this document and the Policy, the Policy will govern in all cases. Coverage may not be available in all states.

If you have any questions concerning this coverage, please call the Program Administrator, Cardwell Agency, at 1-800-735-1408 between the hours of 8 a.m. and 9 p.m. ET.

Plan Coordinator / Claims Coordinator

P.O. Box 6175
Westerville, OH 43086-6175

Plan Underwriter

National Union Fire Insurance Company
80 Pine Street, 13th Floor
New York, NY 10005

Delta Community Credit Union

\$25,000

Primary Loss or Damage Waiver Reimbursement Plan for Auto Rentals

Provided at No Extra Cost to
Delta Community
Visa® Credit Cardholders.

THE PROGRAM

As an Insured* you are eligible to receive a benefit for repair or replacement of the rented Vehicle as a result of damage to or loss of the rented Vehicle.** Payment will be on an Actual Cash Value*** basis, for loss which the Insured is responsible. This coverage applies provided the entire rental fee for the rented Vehicle has been charged to your Delta Community Credit Union Visa credit card account; and, provided you have rejected, at the time of rental, any waiver of liability for damage or loss available from the Rental Agency****.

* "Insured" means Cardholders/Cardmembers, Authorized Users and Account Holders of Delta Community Credit Union. Cardholder/Cardmember means an individual who has been issued a Delta Community Credit Union credit card account ("Account") by Delta Community Credit Union. Authorized User means any person who is authorized by the Cardholder/Cardmember or Account Holder to use his or her credit card and who is registered with Delta Community Credit Union.

** Vehicle 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 Vehicle must be designed for travel on public roads and rented from a Rental Agency.

*** Actual Cash Value means the cost to repair or replace the Vehicle less depreciation.

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

Notice for Florida Residents only: The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.

This damage or loss benefit is provided to you, as an Insured, automatically when the entire rental fee for the rented Vehicle is charged or debited to your

Delta Community Credit Union credit card Account. It is not necessary for you to notify the Insurance Company or Program Administrator at the time the rental fee is charged or debited to your Account.

THE COST

This coverage is provided at no additional cost to eligible Insureds of Delta Community Credit Union.

AMOUNT OF INSURANCE

The Company's liability will be for a maximum benefit of \$25,000. In no event will the Company be liable beyond the amounts actually paid by the Insured. Coverage under this program will be excess over any amount due from all other valid and collectible insurance covering the rented Vehicle.

COVERAGE EFFECTIVE & TERMINATION DATES

Subject to the provisions regarding the effective date of insurance for individuals, coverage will become effective to each Insured at the time the Insured picks up the Vehicle.

Subject to the provisions regarding the termination date of insurance for individuals, coverage will end on the earlier of 1) the date the Vehicle is returned to the Rental Agency or 2) the return date stated in the Rental Agreement.

The coverage period will not exceed thirty-one (31) consecutive days, or forty-five (45) consecutive days if the Insured is an employee of an organization which has provided an Account card to the Insured for business use.

EXCLUSIONS

Coverage does not apply to loss resulting from the following:

- (a) war or act of war, whether declared or not, civil commotion, insurrection or riot, confiscation by authorities;
- (b) participation in contests of speed, motor sport or motor racing including training or practice for the same;
- (c) any unlawful acts, committed by the Insured or Immediate Family Member whether insured or not;
- (d) Injury sustained while committing or attempting to commit a crime;
- (e) driving under the influence of alcohol;
- (f) being under the influence of drugs or intoxicants, unless prescribed by a Physician;
- (g) any obligation the Insured assumes under any agreement except insurance collision deductible;
- (h) rentals of trucks, campers, trailers, off-road or four wheel drive vehicles, motor bikes, motorcycles, recreational vehicles, Limited Edition Motor Vehicles¹, Antique Motor Vehicles², or Exotic Vehicles;

- (i) violation of the Rental Agreement;
- (j) failure to report the loss to the proper local authorities and the Rental Agency;
- (k) nuclear reaction or radioactive contamination;
- (l) confined to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage results from a theft covered by the Policy.
- (m) damage to tires unless damaged by fire, malicious mischief or vandalism, or stolen or unless the loss is coincident with a covered loss;
- (n) use of the Vehicle to carry passengers and/or property for hire;
- (o) use of the Vehicle by a person other than one authorized to operate the Vehicle by the terms of the Rental Agreement;
- (p) loss of use of the Vehicle; or
- (q) damage to any other vehicle, structure or person as a result of a covered loss.

INSURANCE EFFECTIVE & TERMINATION DATES

Your insurance under this program becomes effective on the later of: 1) October 1, 2009 or 2) the date you become an eligible person. Your insurance under this program ends on the earliest of: 1) the date the master policy is terminated (in which case you will be notified by Delta Community Credit Union); 2) the date your applicable credit card account is no longer in good standing; and 3) the date you are no longer a Cardholder, Cardmember, or Account Holder of the applicable Delta Community Credit Union credit card.

1. "Limited Edition Motor Vehicle" means a High Value Motor Vehicle, an Exotic Vehicle, high performance or collector type vehicle. High Value Motor Vehicles mean motor vehicles whose replacement value exceeds \$50,000.
2. "Antique Motor Vehicle" means any vehicle over 25 years old, or any vehicle which has not been manufactured for 10 years or more.
3. "Exotic Vehicle" means any vehicle with an original manufacturer's suggested retail price greater than \$50,000 and Antique Cars, including but not limited to Alfa Romeo; Aston Martin; Auburn; Avanti; Bentley; Bertone; BMC/Leyland; BMW M Series; Bradley; Bricklin; Cosworth; Citroen; Clenet; De Lorean; Excalibre; Ferrari; Fiat; Iso; Jaguar; Jensen; Jensen Healy; Lamborghini; Lancia; Lotus; Maserati; MG; Morgan; Opel; Pantera; Panther; Pininfarina; Rolls Royce; Stutz; Sterling; Triumph; TVR and Yugo.