

**9. Request for a Deferal.**  
**9.1 Notice Requirement.** We require that you notify the Plan Administrator as soon as possible of a Covered Person's Involuntary Unemployment, Hospitalization, Disability, Military Reserve or Guard; Call to Duty, Leave of Absence, Life Event, Business Hardship, or Payment Holiday. Retroactive Deferals will not be granted and any delay in notification may shorten your Deferal Period.

**9.2 Provisional Deferal.** When you call to request a Deferal, you will be deemed to have requested a provisional Deferal for the type of Deferal requested. Based on the information you provide, we may grant a provisional Deferal for up to thirty (30) days. The provision of a Deferal may be revoked if (a) the information you initially provided is false in any way, (b) a Covered Person does not qualify for a Deferal; (c) you fail to return the verification forms within the specified timeframe; or (d) the Account is past due or over the credit limit.

**9.3 Verification.** After the initial phone call, we will send you a verification form and list of other documents that must be submitted. You must respond with all requested documents and information within the time frame or your Deferal will not be approved. At our request, you must continue to verify that the Involuntary Unemployment, Hospitalization or Disability persists; or the Deferal Period will end. For Military Reserve or Guard; Call to Duty, we may require evidence of continued active duty during the Deferal Period. Life Event, Business Hardship, and Payment Holiday Deferals will only require the initial verification indicated in Section 9.1. You are responsible for any third party costs associated with verifying your eligibility for Deferal, such as physician charges. We have the right to request other documentation that is satisfactory to us.

**9.4 Limited Benefits for Retired Cardmembers.** If you are retired (or retire while enrolled in the Plan), you may qualify for all benefits except for Involuntary Unemployment or Leave of Absence; however, a Covered Person may qualify you for a Qualifying Event as a result of their Involuntary Unemployment or Leave of Absence so long as all the Plan requirements are met.

**9.5 Limited Benefits for Self-Employed Cardmembers.** As a Self-Employed Person, you may qualify for all benefits except for Involuntary Unemployment or a Leave of Absence unless you can demonstrate that you are a salaried employee of a corporation and payroll taxes are paid for you; however, a Covered Person may qualify you for a Qualifying Event as a result of their Involuntary Unemployment or Leave of Absence so long as all the Plan requirements are met.

**9.6 Waiting Periods Between Deferals.** There is a waiting period that must be met by you or the Covered Person between the following Deferals: (a) thirty (30) days between Life Events, Payment Holiday, Military Reserve or Guard; Call to Duty, or Business Hardship; and (b) ninety (90) days between Involuntary Unemployment, Hospitalization, Disability, or Leave of Absence.

**10. Deferal Period.**

**10.1 Pre-Deferal.** You must be enrolled in the Plan for at least thirty (30) calendar days, the Qualifying Event must take place after the date of enrollment in the Plan, and you must be currently in the Qualifying Event. You must continue to make at least your minimum monthly payment due (including past due amounts) on your Account until you are notified that you have been granted a Deferal.

**10.2 Conditions During Deferal Period.** During your Deferal Period, you will not be required to make your minimum monthly payment due and Periodic Finance Charges and Plan fees will not accrue on the balance on your Account. You can continue to use your Account after you have been granted a Deferal. If during your Deferal Period, the balance on your Account exceeds your credit limit, you will be required to pay the over limit amount, and any related fees on your Account. If you participate in a program that provides for a fixed payment term option during your Deferal Period, such balances will be processed as a regular Purchase for that balance and post to your Account at your applicable Daily Periodic Rate and other terms. Please note that your fixed payment pricing will not be reinstated when your Deferal Period ends.

**10.3 When a Deferal Period Ends.** The Deferal Period will end upon the earliest occurrence of the following: (a) you reach the applicable maximum number of days for your Deferal; (b) you terminate continued eligibility for your Qualifying Event within the specified timeframe; (c) you file for bankruptcy; (d) we discover that you or the Covered Person intentionally misrepresented to us any information pertaining to your Qualifying Event; or (e) the Qualifying Event has ended. When the Deferal Period ends, your minimum monthly payment due requirement and the Periodic Finance Charges and Plan fees on the balance on your Account will resume. You will also be required to pay any new charges, annual, and other fees.

**10.4 Promotional Balances and Rewards Programs.** If you have introductory or promotional Annual Percentages Rates (APR) that are being applied to any balances on your Account during the Deferal, the length of the introductory or promotional APRs will not be extended as a result of the Deferal but such balances will not accrue Periodic Finance Charges during the Deferal. If your Account has a rewards program you will not earn points or similar rewards while in Deferal.

**11. Balance Cancellation - Death.**

**11.1 Balance Cancellation - Death.** You may be eligible for a Balance Cancellation because of your Death only ("Death") subject to the exclusions below. "Balance Cancellation" means that you will receive a cancellation of your Account balance as of the date of your Death, up to \$25,000. If your Account balance exceeds the \$25,000 maximum Balance Cancellation benefit, your estate will be responsible for the remaining balance. Only one (1) Balance Cancellation for Death will be granted during the life of the Account.

**11.2 Exclusions.** You will not be eligible for Balance Cancellation if your Death results from war or act of war (declared or not) or act of terrorism.

**11.3 Qualification for Balance Cancellation.** To qualify for Balance Cancellation because of Death, you must be representative of your estate must contact the Plan Administrator within (1) the time specified in the Plan Administrator's verification form, (2) the date of your Death. A verification form will be provided that must be completed and returned to the Plan Administrator along with a certified death certificate. The Plan Administrator may also request additional documentation.

**11.4 Tax Considerations.** Cancellation of all or a part of the outstanding balance may be taxable income to your estate. If you have any questions, you should contact a qualified tax advisor concerning the tax impact of a Balance Cancellation through the Plan.

**12. Waiver of Requirements.**

We reserve the right to waive any of the requirements described in the Amendment at our sole discretion. However, if we do so, we will not be obligated to waive the same requirement in any other situation or for any other cardmember or Account, and our waiver of one or more requirements will not constitute a waiver of any other requirements.

**13. Change of Terms.**  
We may change the terms of this Amendment at any time, but the changes will not take effect until after we have provided written notification to you and received your written consent. You may cancel your enrollment without penalty before the changes go into effect.

**14. Enrollment Cancellation.**

You or we may cancel your enrollment in the Plan at any time and for any reason. If your Account is closed by us for any reason, your enrollment in the Plan will automatically be cancelled without notice. If you participate in a debt management program, your enrollment in the Plan may be cancelled. If you decide to cancel, you must contact the Plan Administrator. If you cancel your enrollment within thirty (30) calendar days of your enrollment, we will reimburse you for the Plan fees you have been charged. If you or we cancel your enrollment in the Plan, this Amendment is terminated and all eligibility for future and current Deferals and Enrollment requests will cease as of the date your enrollment in the Plan terminates. If we discontinue the Plan we will notify you of the cancellation.

**15. Continuation of the Plan after Account Closing.**

If you voluntarily close your Account, your enrollment in the Plan will continue unless you cancel. Plan fees will be billed for as long as there is an outstanding Account balance. If you close your Account for any reason during a Deferal Period, you must contact the Plan Administrator to continue your Deferal.

**16. Plan Fees.**

The monthly fee for the Plan is calculated by multiplying each one hundred dollars (\$100) of your ending monthly statement balance by \$0.83. The maximum Plan fee per month is based on an ending monthly statement balance no greater than \$25,000. The monthly Plan fee is billed to your Account and will be shown on your monthly statement.

**17. Cardmember Agreement.**

All provisions of your Agreement remain in full force and effect. In the event of a conflict between your Agreement and this Amendment, the terms of this Amendment will govern.

**18. Governing Law.**

This Amendment shall be governed by applicable Federal law and the regulation. To the extent not superseded by Federal law, the law of the State of Delaware shall apply.

**19. Questions/Plan Administrator.**

If you have questions or want to apply for benefits, you should contact the Plan Administrator, toll-free, at 1-888-314-4371 between 6:00 a.m. and 10:00 p.m., Monday through Friday, Eastern Time, or Saturday, 10:00 a.m. to 5:00 p.m., Eastern Time, except for federal holidays. Written correspondence and other documents should be sent via U.S. mail to: Chase Plan Administrator, P.O. Box 975020, Miami, Florida 33197-9020.

**CHASE PAYMENT PROTECTOR PLAN  
AMENDMENT TO CARDMEMBER AGREEMENT  
TERMS AND CONDITIONS**

**PLEASE READ THIS AMENDMENT (AMENDMENT) CAREFULLY, SO THAT YOU WILL BE AWARE OF THE REQUIRED PROCEDURES, CONDITIONS, EXCLUSIONS, CANCELLATION PROVISIONS, AND FEES OF THE CHASE PAYMENT PROTECTOR PLAN (PLAN).**

**THIS IS AN AMENDMENT TO YOUR CARDMEMBER AGREEMENT (AGREEMENT) FOR THE CHASE MASTERCARD® OR VISA® ACCOUNT (ACCOUNT) THAT IS COVERED BY THE PLAN. THE PLAN MAY NOT BE AVAILABLE IN ALL STATES. THIS AMENDMENT IS IN EFFECT AS OF YOUR ENROLLMENT DATE IN THE PLAN.**

**1. Chase Payment Protector Plan Product Description.**  
Chase Payment Protector Plan is an optional feature of your Chase Bank USA, National Association ("Chase") Account, and the monthly fee is based on your ending monthly statement balance (the balance on your billing statement). This Amendment describes the specific circumstances under which you may be able to defer your minimum monthly payment due or cancel your outstanding balance. In the instance of a Qualifying Event, you may be eligible for a Deferal. Deferal requests will be considered for Qualifying Events experienced by a Covered Person. During the Deferal Period, you can continue to use your Account. You may also be eligible for a Balance Cancellation on your Account, up to a maximum of \$25,000, for your Death. All capitalized terms not defined in the Amendment shall have the meaning given to those terms in your Agreement.

**1.1 General Definitions.**

- (a) "Authorized User" means any person that is reflected in our records prior to the Qualifying Event, as a co-cardmember or Authorized User and has been issued a credit card. You will only be eligible for one (1) Deferal per Qualifying Event even if an Authorized User is also a Higher Wage Earner or Spouse or Domestic Partner.
- (b) "Covered Person" means you, your Spouse, your Domestic Partner, an Authorized User of your Account, or the Higher Wage Earner in your Household.
- (c) "Deferal" means the temporary deferment of the required minimum monthly payment due on your Account and waiver of any Periodic Finance Charge and Plan fees on the balance on your Account.
- (d) "Qualifying Event" means Involuntary Unemployment, Hospitalization, Disability, Military Reserve or Guard; Call to Duty, Leave of Absence, Life Event, Business Hardship, or Payment Holiday (as defined in this Amendment).
- (e) "Deferal Period" means the time that your Account is in Deferal status.
- (f) "Domestic Partner" means (i) a person age 18 or older with whom you are in a relationship and resides with you in the same Household for at least six (6) consecutive months, and neither the person nor you are legally married to anyone else or is a domestic partner of anyone else; or (ii) a person with whom you register as domestic partners pursuant to a domestic partnership agreement or a similar government action. You will only be eligible for one (1) Deferal per Qualifying Event even if a Domestic Partner is also an Authorized User or Higher Wage Earner.
- (g) "Higher Wage Earner" means another member of your Household who has a higher earned income than you. To determine this, we will compare your employment income with the employment income of the Highest Household member at the time of or immediately before a Qualifying Event. You will only be eligible for one (1) Deferal per Qualifying Event even if a Higher Wage Earner is also an Authorized User or Spouse or Domestic Partner.



Chase Bank USA, N.A.

- (h) "Household" means people who regularly occupy the same residence as you and have the same permanent residential address as you.
- (i) "Minimum Monthly Payment Due" means the least amount you must pay as shown on your billing statement.
- (j) "Self-Employed Person" means a Covered Person who is the sole proprietor (sole owner) of his/her business provided the Account was established for personal, family or household use.
- (k) "Spouse" means someone to whom you are married and resides in your Household. You will only be eligible for one (1) Deferral per Qualifying Event even if a Spouse is also an Authorized User or Higher Wage Earner.
- (l) "We," "us," "our" means Chase.
- (m) "You" and "your" means the cardmember who is obligated to repay the balance on the Account; if there is a co-cardmember then both the cardmember whose name appears first on the billing statement, but does not mean Covered Persons or guarantors of the Account.

**1.2 General Deferral, Balance Cancellation, and Eligibility Requirements.**

(a) Deferral requests will only be considered for Qualifying Events that begin while you are enrolled in the Plan and continue at the time of your request for a Deferral. PLEASE NOTIFY THE PLAN ADMINISTRATOR OF A QUALIFYING EVENT AS SOON AS POSSIBLE TO AVOID BEING DENIED AND ANY DELAY IN NOTIFYING US MAY PREVENT YOUR DEFERRAL PERIOD. It is important that you notify us as soon as possible after you are notified of a Qualifying Event, and the maximum Deferral Period for each Qualifying Event as described in Sections 2 through 10 of this Amendment. (b) Balance Cancellation requests will only be considered for your Death as defined in Section 11.1. Eligibility for a Balance Cancellation and conditions for receipt of a cancellation benefit are detailed in Section 11.

**1.3 General Limitations and Exclusions.** Your Account must be open, not past due, and not over the credit limit and not restricted from use to qualify for a Deferral. In the Plan, you must be enrolled at the time you request a Deferral, and your enrollment must have been uninterrupted from the date of the Qualifying Event until the start of the Deferral. You cannot request a Deferral until you have been enrolled in the Plan for at least thirty (30) calendar days. Your Deferral begins when you are notified that you qualify. Until your Account statement reflects that you have been granted a Deferral, you must continue to make at least your minimum monthly payment(s) (including past due amounts). Limitations and exclusions apply for promotional balances and rewards programs; please refer to Section 10.4.

**2. Involuntary Unemployment.**

2.1 Involuntary Unemployment. You may be eligible for a Deferral because of Involuntary Unemployment. "Involuntary Unemployment" means a Covered Person suffers an entire loss of employment income due to one of the following reasons: (a) general strike or involuntary termination by the employer other than termination due to a Covered Person's willful or criminal misconduct, unionized labor dispute, or lockout. The following are examples of occurrences that do not qualify as Involuntary Unemployment: (a) voluntary forfeiture of employment salary, wages or employment income; (b) resignation; (c) retirement; (d) scheduled termination of an employment contract; (e) termination of employment; or (f) loss of income caused by illness, disease, accident, injury or pregnancy (although these occurrences may qualify for a Disability Deferral as described below).

2.2 Qualifications for Deferral. To qualify for a Deferral, the Covered Person (a) must have been continuously employed for at least 30 hours per week (fifteen (15) hours per week if you are a student) during the 90-day period preceding the Involuntary Unemployment, and the employment must have been considered to be permanent and not seasonal. (b) must

qualify for state unemployment benefits or sign up with a recognized employment agency before your termination, and (c) continue to meet these qualifications during the entire Deferral Period. A Self-Employed Person may not qualify for state unemployment benefits and may not be eligible for this Deferral.

2.3 Deferral Period. The maximum length of your Deferral Period for each Involuntary Unemployment is twenty-four (24) months. No instance of being in deferral for more than twenty-four (24) consecutive months. During your Deferral Period, you must prove continued qualification for Involuntary Unemployment. Please refer to Section 9 for the specific notice, verification, and waiting period requirements that you must satisfy.

**3. Hospitalization or Disability.**

3.1 Hospitalization or Disability. You may be eligible for a Deferral because of Hospitalization or Disability. "Hospitalization" means a Covered Person is admitted to a hospital. "Hospitalization" includes any licensed medical hospital, psychiatric hospital, or acute care, convalescent nursing, residential drug, psychiatric, or hospice facility. "Disability" means that as a result of an injury or illness, the Covered Person is (a) unable to perform his material and substantial duties of his/her occupation for at least thirty (30) consecutive days and is under the continuous treatment of a licensed physician, or (b) not gainfully employed and unable to perform all normal daily activities of a person of the age or sex for at least thirty (30) consecutive days and is under the continuous treatment of a licensed physician, who will verify the same as described in this Amendment. "Physician" means a person (other than you or a family member) licensed by a state of the United States to treat the condition resulting in the request for Deferral and who is practicing medicine within the scope of such license.

3.2 Qualifications for Deferral. To qualify for a Deferral a Covered Person must be hospitalized for at least one (1) overnight stay or disabled for at least thirty (30) consecutive days.

3.3 Exclusions. You will not be eligible for Hospitalization or Disability if (a) the date of the Covered Person's Hospitalization or the date the Covered Person is totally Disabled is prior to the date you enroll in the Plan, or (b) the Covered Person has a previous Deferral for the same or related medical condition.

3.4 Deferral Period. The maximum length of your Deferral Period for each Hospitalization or Disability is twenty-four (24) months. No Account may be in deferral for more than twenty-four (24) consecutive months for a Disability or Hospitalization or more than twenty-four (24) consecutive months for a Covered Person's Hospitalization or Disability. You will be eligible for one (1) Deferral during a consecutive 30-day period. You will then be eligible for one (1) additional month Deferral during each subsequent 30-day period that a Covered Person stays overnight in a hospital. If a Covered Person is Disabled after being discharged from a hospital, your Deferral Period may be continued. However, your total combined Deferral Period for this Qualifying Event cannot exceed 24 months. After the initial verification form has been furnished, subsequent verification forms must be provided. Each verification form must be completed by a physician confirming a Covered Person's medical condition. Please refer to Section 9 for the specific notice, verification, and waiting period requirements that you must satisfy.

**4. Military Reserve or Guard Call to Duty.**

4.1 Military Reserve or Guard Call to Duty. You may be eligible for a Deferral because of Military Reserve or Guard Call to Duty. "Military Reserve or Guard Call to Duty" means a Covered Person is a fully qualified member of the United States Military or National Guard on active reserve status.

4.2 Qualifications for Deferral. To qualify for a Deferral due to Military Reserve or Guard Call to Duty, a Covered Person must have been called to active duty in the United States Military or National Guard Reserve for greater than 30 days. We may request a copy of the military orders indicating that the Covered Person has been called to active duty.

4.3 Deferral Period. The maximum length of your Deferral Period for a Military Reserve or Guard Call to Duty is twenty-four (24) months. No Account may be in deferral for more than twenty-four (24) consecutive months. Please refer to Section 9 for the specific notice, verification, and waiting period requirements that you must satisfy.

**5. Leave of Absence.**

5.1 Leave of Absence. You may be eligible for a Deferral because of Leave of Absence. "Leave of Absence" means an employer approved temporary absence from permanent, non-seasonal, full-time employment without pay for a Covered Person. The following are examples of occurrences that do not qualify as a Leave of Absence: (a) resignation; (b) retirement; (c) scheduled termination of a Covered Person's employment contract; (d) termination of employment; and (e) absence from work due to illness, disease, accident, or injury (although these occurrences may qualify for a Disability Deferral as described above).

5.2 Qualifications for Deferral. To qualify for a Deferral due to a Leave of Absence, (a) a Covered Person must have been continuously employed by someone other than themselves or another member of their Household for at least 30 hours per week (fifteen (15) hours per week if you are a student) during the 90-day period preceding the Leave of Absence and (b) you must be able to provide proof from the Covered Person's employer stating that a Covered Person has been granted an unpaid Leave of Absence from work, the reason for the leave, and the duration of the leave. A Self-Employed Person may not be eligible for this Deferral.

5.3 Deferral Period. The maximum length of your Deferral Period for a Leave of Absence is six (6) months. No Account may be in deferral for more than twenty-four (24) consecutive months. Please refer to Section 9 for the specific notice, verification, and waiting period requirements that you must satisfy.

**6. Life Event.**

6.1 Life Event. You may be eligible for a Deferral because of a Life Event. "Life Event" means a Covered Person's (a) marriage or domestic partnership, (b) birth or adoption of a child, (c) divorce, (d) retirement, (e) change of primary residence, (f) experiencing a natural disaster, or (g) death of you, Spouse or Domestic Partner, an Authorized User, or a Higher Wage Earner.

6.2 Qualifications for Deferral. To qualify for a Deferral due to a Life Event, you must notify the Plan Administrator within one (1) year of the covered Life Event and you may be required to provide satisfactory evidence such as a copy of (a) a marriage certificate, (b) a birth certificate or death certificate, (c) the divorce decree or court order of divorce, (d) a letter from the employer indicating retirement, (e) a natural disaster report, or (f) documentation such as a signed lease, real estate purchase agreement, or deed of trust. (f) documentation indicating that as a result of a natural disaster you

experienced at least five hundred dollars (\$500) in damages to your residence or proof that your residence is uninhabitable, or other proof that you have been directly impacted by a federally declared natural disaster; or (g) a death certificate.

6.3 Deferral Period. The maximum length of your Deferral Period for a Life Event is four (4) months. No Account may be in deferral for more than twenty-four (24) consecutive months. Please refer to Section 9 for the specific notice, verification, and waiting period requirements that you must satisfy.

**7. Business Hardship.**

7.1 Business Hardship. You may be eligible for a Deferral because of a Business Hardship. "Business Hardship" means the Self-Employed Person or inventory damage of at least five hundred dollars (\$500) as a result of a fire or flood; (b) a shutdown of the business location for at least five (5) consecutive days as a result of a fire or flood; or (c) the Self-Employed Person has been sued in connection with the business. "Flood" means rising water due to overflow of inland or tidal waters or unusual and rapid accumulation or runoff of surface waters from any source.

7.2 Qualifications for Deferral. To qualify for a Deferral due to a Business Hardship, you must demonstrate property or inventory damage, the report, another form of the business closing may be required. To qualify for a Deferral due to a lawsuit against the business, copies of the filed summons and complaint may be required.

7.3 Deferral Period. The length of your Deferral Period for a Business Hardship is six (6) months. Only one (1) Business Hardship Deferral may be granted during any one (1) calendar year. No Account may be in deferral for more than twenty-four (24) consecutive months. Please refer to Section 9 for the specific notice, verification, and waiting period requirements that you must satisfy.

**8. Payment Holiday.**

8.1 Payment Holiday. You may be eligible for a Deferral based on Payment Holiday. "Payment Holiday" means we will allow you a Deferral for one (1) month for one of the three (3) Federal Holidays listed below or in the event a Covered Person incurs an expenditure of fifty dollars (\$50) or more for any of the following reasons: (a) household expense; (b) transportation expense; (c) medical expense; or (d) education expense.

8.2 Qualifications for Deferral. To qualify for a Payment Holiday, you must notify the Plan Administrator within one (1) year of the Covered Person's incurred (a) household expense; (b) transportation expense; (c) medical expense; or (d) education expense. (b) transportation expense relating to New Year's Day (January 1), Memorial Day, or Labor Day, you must notify the Plan Administrator before or during the month of the holiday you seek in order to qualify for a Deferral. You may be required to provide satisfactory proof that the Covered Person incurred an expense in the form of a receipt, contact, bill of service, or travel itinerary.

8.3 Deferral Period. Only one (1) Payment Holiday Deferral will be granted during any one (1) calendar year. No Account may be in deferral for more than twenty-four (24) consecutive months. Please refer to Section 9 for the specific notice, verification, and waiting period requirements that you must satisfy.