

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

Case No. 1:10-cv-23235/HOEVELER

DAVID KARDONICK, individually and on
behalf of all others similarly situated and the
general public,

Plaintiff,

v.

JPMORGAN CHASE & CO. and CHASE
BANK USA, N.A.

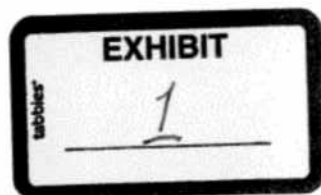
Defendants.

DECLARATION OF MARC FINK

I, Marc Fink, hereby declare pursuant to 28 U.S.C. § 1746 as follows:

1. I am a Marketing Director for Chase Bank USA, N.A. ("Chase"). My responsibilities include managing certain Chase products that provide for the suspension or cancellation of debt repayment obligations, including a product called Chase Payment Protector. This declaration is based upon my personal knowledge and my review of Chase's business records.

2. I understand that Chase provided documents and other information to Plaintiffs' counsel in connection with the confidential mediation and settlement discussions that took place in this case. I was personally involved in gathering information from Chase's records



to respond to requests for information made by Plaintiffs' counsel. I also participated in an interview with Plaintiffs' counsel to answer questions about the information Chase provided.

3. Chase offers debt cancellation and debt suspension products to its cardmembers under several names, including Chase Payment Protector. Chase's payment protection products offer consumers the opportunity to cancel or suspend their obligations to make credit card payments upon the occurrence of significant life events, such as involuntary unemployment, disability, or death. These products were marketed to consumers through, among other methods, telephone and direct mail marketing materials.

4. In connection with the mediation process, Chase provided Plaintiffs' counsel with a variety of documents, including payment protection terms and conditions and marketing materials. Attached as exhibits to this declaration are exemplars of the documents that were produced to Plaintiffs' counsel as part of the informal discovery process. Page numbers have been added to each exhibit, and certain information has been redacted from these exhibits to protect the privacy of the Plaintiffs in this action. Plaintiffs' counsel also requested information that did not readily exist in documentary form. I was involved in gathering this information from Chase's records.

5. Most Chase cardmembers who enroll in a payment protection product do so over the telephone. Typically, these enrollments occur when a cardmember calls for customer service or to activate his or her credit card. Consistent with federal regulations governing debt suspension and cancellation products, Chase provides a set of oral disclosures and requires a clear affirmation of a cardholder's intent to enroll before enrolling a cardmember by telephone. The Chase customer service representatives who enroll customers over the telephone follow scripts that are provided by Chase. Chase audits its customer service representatives to confirm

that they follow the approved scripts and procedures. Plaintiffs' counsel requested copies of the scripts used to market Chase's payment protection products. In response, Chase provided scripts used between November 2004 and November 2010.

6. The scripts require the customer service representatives who enroll customers in payment protection products over the phone to inform cardmembers that these products are optional. Customer service representatives are also required to read verbatim disclosures that, among other things, describe the cost of the program, inform cardmembers about their cancellation rights, and alert cardmembers that they will receive a set of terms and conditions that describe in detail the circumstances under which they may be eligible for benefits. Under Chase's standard practices, a cardmember cannot be enrolled in a payment protection product until these disclosures are read and the cardmember affirmatively indicates that he or she wants to purchase the product.

7. After a cardmember orally agrees to enroll, and consistent with federal regulations, Chase mails the full set of written terms and conditions to cardmembers within a few days. As explained in the terms and conditions, cardmembers are given at least 30 days to cancel their enrollments at no charge. In practice, however, Chase has often allowed cancellations and full refunds even when cardmembers cancel their enrollment later than the 30-day deadline.

8. Plaintiffs' counsel requested copies of the terms and conditions that were mailed to customers. In response, Chase provided the terms and conditions used for its payment protection products from 2004 through 2010. True and correct examples of the terms and conditions provided to Plaintiffs' counsel are attached hereto as Exhibit 1.

9. The terms and conditions clearly disclose the situations where cardmembers are eligible to receive benefits. For example, under the headings, "Limited

Benefits for Retired Cardmembers” and “Limited Benefits for Self-Employed Cardmembers,” self-employed and retired cardmembers are notified that they may qualify for all benefits except those based upon the loss of a job or a leave of absence from a job. *See, e.g.*, Ex. 1, at 7, §§ 9.4, 9.5.

10. The terms and conditions mailed to cardmembers are included as part of a “welcome kit” sent to new payment protection enrollees upon their enrollment. The welcome kits contain a welcome letter, a set of frequently asked questions, a summary of the terms and conditions of the program, and the terms and conditions.

11. Plaintiffs’ counsel requested copies of the welcome kits that were mailed to customers. In response, Chase provided examples of welcome kits used from 2004 to the present. True and correct examples of the welcome kits mailed to cardmembers, which were provided to Plaintiffs’ counsel, are attached hereto as Exhibit 2.

12. The welcome kit provides a summary of many key features of the program. For example, the “frequently-asked-questions” section notifies cardmembers about the cancellation policy and the fact that self-employed and retired cardmembers may not qualify for benefits based upon the loss of a job. *See, e.g.*, Ex. 2, at 10. This information is repeated on the “summary of benefits” page. *See, e.g., id.*, at 11.

13. Chase provided information to Plaintiffs’ counsel showing that about 3.6 million accounts were enrolled in Chase’s payment protection products as of September 2010.

14. Chase also provided information on the number of distinct accounts enrolled in payment protection products from September 2004 through August 2010 (about 15.5 million accounts, but a smaller number of consumers because in some cases the same consumer enrolled in a payment protection program on more than one Chase account). In addition, Chase

provided the results of an internal analysis revealing that consumers who enrolled in Chase Payment Protector in 2008 remained enrolled for an average of 18 months.

15. Because payment protection enrollees are charged a fee only if they have a balance on their billing statement, Chase also provided information to Plaintiffs' counsel regarding the number of enrollees who were actually billed for program charges. The data provided to Plaintiffs' counsel showed that about 62 percent of payment protection enrollees were charged payment protection fees in a given month. As further reported to Plaintiffs' counsel, the average monthly fee these enrollees paid was less than \$20.

16. The billing statements Chase sends to cardmembers each month also indicate whether the cardmember is enrolled in a payment protection program. Exhibit 3, which was provided to Plaintiffs' counsel, is a true and correct example of a monthly billing statement. As the entry next to the date "08/16" illustrates, Payment Protector charges appear as separate line items on cardmembers' monthly statements. Customers may call the toll-free number next to this monthly statement to request information about Payment Protector, to make a claim for benefits, or to disenroll from the program.

17. At Chase's direction, Assurant Solutions, Inc. ("Assurant") administers Chase's payment protection programs and processes benefit requests. Chase relies on Assurant to provide information about certain aspects of the payment protection programs, and certain of the information provided to Plaintiffs' counsel as part of the informal discovery process was obtained from Assurant. Among other things, Assurant was responsible for mailing all payment-protection-related correspondence to cardmembers, answering cardmember inquiries about the programs, and processing requests for benefits. At the request of Plaintiffs' counsel, Chase provided copies of the contracts between Chase and Assurant. As I explained to Plaintiffs'

counsel during my interview, cardmembers call an Assurant-operated phone line to request benefits. Assurant's representatives are trained to collect information to determine a cardmember's eligibility for benefits.

18. Assurant maintains records about the number of requests for benefits it receives, the number of requests it approves, the number of requests it does not approve, and the reasons why requests for benefits are not approved.

19. Plaintiffs' counsel requested information as to the rate at which benefits were approved. Chase provided data showing that, from January 2005 to September 2010, enrollees in Chase's payment protection programs submitted more than 1.2 million requests for benefits. Approximately 90% of these requests were approved. Chase provided Plaintiffs' counsel with a report showing the total number of requests for benefits, broken down by state, program, year, and type of benefit request.

20. Chase also provided to Plaintiffs' counsel reports showing the total number of requests for benefits that were approved and that were not approved, broken down by state, program, year, and type of benefit request.

21. Plaintiffs' counsel also requested data listing the reasons why requests for benefits were not approved. In response, Chase provided a list of the leading reasons why benefit requests were not approved: (1) the cardmember was not enrolled in a Chase debt protection program; (2) the qualifying event occurred before the cardmember enrolled in the program; (3) the cardmember requested benefits without waiting the required interval after receiving benefits based on a prior application, (4) the cardmember did not demonstrate that he or she actually was unemployed, and (5) the cardmember's credit card account was not in good standing. These reasons collectively accounted for more than 70 percent of the instances in

which benefits were not approved. Chase also provided Plaintiffs' counsel with documents breaking down the reasons why benefit requests were not approved.

22. Plaintiffs' counsel also requested information relating to the number of cardmembers who were not approved for benefits because they were self-employed or retired. According to Chase's record, only a tiny percentage of claims were denied on the ground that the cardmember was self-employed or retired. Specifically, Chase provided Plaintiffs' counsel with information showing that in 2009, 165 requests for benefits were not approved because the cardmember was self-employed and eight requests for benefits were not approved because the cardmember was retired. When combined, these unapproved requests accounted for about 0.006% of all unapproved requests and about 0.0005% of all requests for benefits.

23. Chase also provided Plaintiffs' counsel with records relating to each named plaintiff's enrollment in Chase's payment protection products. These records included applications for enrollment in Chase's payment protection programs and correspondence sent in connection with requests for benefits.

24. The vast majority of the foregoing information was provided to Plaintiffs' counsel either before the mediation process began, or during the mediation but before any tentative settlement agreement was reached. The remainder was provided during the confirmatory discovery period that occurred after a tentative settlement was reached but prior to the execution of the final settlement agreement. During the interim confirmatory discovery period, I provided an interview that lasted several hours and further supporting documentation to Plaintiffs' counsel to corroborate the information they were provided before and during the mediation.

25. To the best of my knowledge, all of the information provided to Plaintiffs' counsel as part of the settlement and discovery process was and is true and correct.

26. I understand that several individuals have objected to the settlement in this case. I have reviewed Chase's records relating to these individuals' enrollment in Chase's payment protection products.

27. According to Chase's records, Plaintiff David Kardonick requested payment protection benefits in March 2010. Mr. Kardonick inquired about whether he was eligible for 24 months of benefits available to individuals who have been involuntarily unemployed, but Mr. Kardonick was not approved for these benefits.

28. Chase has no record that Daniel Sibley was either enrolled in or billed for any Chase payment protection product from 2004 to the present.

29. Chase has no record that Cindy Barginear was either enrolled in or billed for any Chase payment protection product from 2004 to the present.

30. According to Chase's records, Douglas Paluczak paid a total of \$0.61 in payment protection fees when he was enrolled in Chase's payment protection products. \$0.42 of these fees were refunded to Mr. Paluczak. Mr. Paluczak never requested payment protection benefits.

31. According to Chase's records, Chris Schulte did not pay any payment protection fees. Mr. Schulte never requested payment protection benefits.

32. According to Chase's records, William McWhorter paid a total of \$1.37 in payment protection fees when he was enrolled in Chase's payment protection products. Mr. McWhorter never requested payment protection benefits.

33. According to Chase's records, Tom Blanchard paid a total of \$5.23 in payment protection fees when he was enrolled in Chase's payment protection products. Mr. Blanchard never requested payment protection benefits.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. Executed on August ^{26th}26, 2011.



Marc Fink

EXHIBIT 1

**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, LIMITATIONS, 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 Deferral. Deferral requests will be considered for Qualifying Events experienced by a Covered Person. During the Deferral 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 Accidental Death or Death. All capitalized terms not defined in this 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) Deferral 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) **"Deferral"** 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) **"Deferral Period"** means the time that your Account is in Deferral 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 have registered as domestic partners pursuant to a domestic partnership ordinance or law of a state or local government. You will only be eligible for one (1) Deferral 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 employment income than you. To determine this, we will compare your employment income with the employment income of the other Household member at the time of or immediately before a Qualifying Event. You will only be eligible for one (1) Deferral per Qualifying Event even if a Higher Wage Earner is also an Authorized User or Spouse or Domestic Partner.
- (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 on the Account, then 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 start your Deferral Period. RETROACTIVE DEFERRALS WILL NOT BE GRANTED** and any delay in notification may shorten your Deferral Period. It is important that you read this Amendment carefully because your Deferral will not begin until after you have satisfied the

requirements. Eligibility for each type of Deferral, what you must do to verify a Qualifying Event, and the maximum Deferral Period for each Qualifying Event are described in Sections 2 through 10 of this Amendment; (b) Balance Cancellation requests will only be considered for your Accidental Death or Death. 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, not over the credit limit and not restricted from use to qualify for a Deferral. The date of the Qualifying Event must be after the date of your enrollment 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: layoff, 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 you will be granted a deferment; 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 instance of Involuntary Unemployment is twenty-four (24) months. No Account may be in deferment 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 and must be hospitalized for at least one (1) overnight stay. The term "Hospital" includes any licensed medical hospital, chiropractic 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 the 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 like 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 deferment for more than twenty-four (24) consecutive months. If a Disability or Hospitalization is from a cause related to a prior Qualifying Event, it will be considered the same Deferral. Under Hospitalization, you will be eligible for one (1) month Deferral after a Covered Person has completed one (1) overnight stay in a Hospital 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 deferment 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 may be asked 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 deferment 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 your Spouse or Domestic Partner, an Authorized User, or a Higher Wage Earner.

6.2 Qualifications for Deferral. To qualify for 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 adoption papers; (c) the divorce decree or court order of divorce; (d) a letter from the employer indicating retirement; (e) an address change 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 deferment 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's business location has suffered one (1) of the following events: (a) property 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, photos documenting property or inventory damage, fire report, and/or proof 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 will be granted during any one (1) calendar year. No Account may be in deferment 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. For a Payment Holiday 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 select 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, contract, 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 deferment 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.

9. Request for a Deferral.

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 Deferrals will not be granted and any delay in notification may shorten your Deferral Period.

9.2 Provisional Deferral. When you call to request a Deferral, you will be asked to determine whether a Covered Person is eligible for the type of Deferral requested. Based on this evaluation, you may be granted a provisional Deferral for up to thirty (30) days. The provisional Deferral may be revoked if (a) the information you initially provided is false in any way; (b) a Covered Person does not qualify for a Deferral; (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 a list of

any other documents you must submit. You must respond with all required documentation within the specified timeframe or your Deferral will not be approved. At our request, you must continue to verify that the Involuntary Unemployment, Hospitalization or Disability persists, or the Deferral Period will end. For Military Reserve or Guard: Call to Duty, we may require evidence of continued active duty during the Deferral Period. Life Event, Business Hardship, and Payment Holiday Deferrals 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 Deferral, 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 Deferments. There is a waiting period and certain requirements that must be met, by you or the Covered Person(s), between the following Deferrals. Please refer to the chart below:

		To the beginning of a deferment for:	
		Involuntary Unemployment, Hospitalization, Disability, or Leave of Absence	Life Events or Payment Holiday*
Waiting Period from the end of a deferment for:	Involuntary Unemployment, Hospitalization, Disability, or Leave of Absence	90 Days**	30 Days
	Life Events or Payment Holiday	30 Days	30 Days

*Only one (1) * deferment for Payment Holiday is permitted in each calendar year.

** Continuous employment or disability requirements may be satisfied during the ninety (90) day waiting period.

10. Deferral Period.

10.1 Pre-Deferral. 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 Deferral.

10.2 Conditions During Deferral Period. During your Deferral 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 Deferral. If during your Deferral 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 Deferral 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 Deferral Period ends.

10.3 When a Deferral Period Ends. The Deferral Period will end upon the earliest occurrence of the following: (a) you reach the applicable maximum length of your Deferral Period; (b) you fail to demonstrate 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 Deferral 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 Deferral, the length of the introductory or promotional APRs will not be extended as a result of the Deferral but such balances will not accrue Periodic Finance Charges during the Deferral. If your Account has a rewards program you will not earn points or similar rewards while in Deferral.

11. Balance Cancellation -- Death.

11.1 Balance Cancellation - Death. You may be eligible for a Balance Cancellation because of your Accidental Death or Death (defined below) subject to the qualifications and exclusions below. "Balance Cancellation" means that you will receive a cancellation of your Account balance as of the date of your Accidental Death or 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

Accidental Death or Death will be granted during the life of the Account.

11.2 Qualifications for a Balance Cancellation -- For the first ninety (90) days after your enrollment date, you may be eligible for a Balance Cancellation in the event of your Accidental Death only. After the ninety (90) day period, you may be eligible for a Balance Cancellation because of your Death. "Accidental Death" means your death that (a) is directly due to an accidental injury that occurs after the enrollment date; (b) is independent of all other causes, except accidental injury; and (c) is unintended, unexpected, and unforeseen. "Death" means your death, which results from any cause except war or act of war (declared or not) or act of terrorism.

11.3 Exclusions. Your death is not an Accidental Death, if it results in whole or in part from (a) intentionally self-inflicted injury; (b) disease or treatment of disease, or any medical treatment unless for the treatment of an accidental injury; (c) infection, unless the infection is a direct result of an accidental injury; (d) the use of alcohol or other intoxicants; (e) the use of any drug, sedative or narcotic, unless taken by you as prescribed by a licensed physician; (f) participation in a riot or commission of an assault or felony; (g) flight in an aircraft, unless as a fare-paying passenger or crew member on a regularly scheduled commercial airline; (h) war or act of war (declared or not) or act of terrorism.

11.4 Qualification for Balance Cancellation. To qualify for Balance Cancellation because of your Accidental Death or Death, a legal representative of your estate must contact the Plan Administrator within one (1) year of the date of your Accidental Death or 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.

11.5 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 provided you with a reasonable opportunity to

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 canceled without notice. If you participate in a debt management program, your enrollment in the Plan may be canceled. 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 Deferrals and Balance Cancellation 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 Deferral Period, you must contact the Plan Administrator to continue your Deferral.

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 \$0.89. 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 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 8:00 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 979020, 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, LIMITATIONS, 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 assessed on the ending monthly statement balance (the balance on your billing cycle statement). This Amendment describes the specific payment due or cancel your outstanding balance to obtain your refund. A Qualifying Event may be eligible for a Deferral. Deferrals will be considered for Qualifying Events experienced by a Covered Person. During the Deferral 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 Accidental Death or Death. All capitalized terms not defined in this 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 your 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) Deferral 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) "Deferral" means the temporary suspension of your duty to make your Minimum Monthly Payment Due. A Deferral does not reduce the finance interest charges or Plan Fees will accrue on your Account. Hospitalization, "Qualifying Event" means involuntary unemployment, hospitalization, disability, military reserve or guard call to duty, death of a Covered Person, Life Event, Business Hardship, or Payment Holiday (as defined in this Amendment).
- (d) "Domestic Partner" means the time that your Account is in Deferral status, you are in a relationship and reside with the person you are legally married to or a domestic partner of, for at least six (6) consecutive months, and the person you are legally married to or a domestic partner of is a domestic partner of anyone else; or (e) a person whom you have registered as domestic partner pursuant to your state's domestic partnership ordinance or law of a state that recognizes domestic partnerships.
- (e) "Higher Wage Earner" means even if a Domestic Partner is also an Authorized User or Higher Wage Earner.
- (f) "Higher Wage Earner" means another member of your household who has a higher employment income than you. To determine this, we will compare your employment income with the employment income of the other household member at the time of or immediately before a Qualifying Event. You will only be eligible for one (1) Deferral per Qualifying Event, even if a Higher Wage Earner is also an Authorized User or Spouse or Domestic Partner.
- (g) "Household" means people who regularly occupy the same residence as you and have the same permanent residential address as you.
- (h) "Minimum Monthly Payment Due" means the least amount you must pay as shown on your billing statement.

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 provided you with a reasonable opportunity to 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 canceled without notice. If you participate in a debt management program, your enrollment in the Plan may be canceled. 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 Deferrals and Balance Cancellation 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 cancel your Account for any reason during a Deferral Period, you must contact the Plan Administrator to continue your Deferral.

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 \$0.85. 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 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 8:00 a.m. and 10:00 p.m., Monday through Friday, Eastern Time, or Saturday, 10 a.m. to 5:00 p.m., Eastern Time, except for Federal holidays. We will correspond and other communications with you at the address listed on your Chase Plan Administrator, P.O. Box 970020, Miami, Florida 33197-0020.

CHASE

Chase Bank USA, N.A.

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10.3 When a Deferral Period Ends.

The Deferral Period will end upon the earliest occurrence of the following: (a) you reach the applicable maximum length of your Deferral Period; (b) you fail to demonstrate continued eligibility for your Qualifying Event within the specified timeframes; (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 Deferral Period ends, your minimum monthly payment due requirement and the interest 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 Percentage Rates (APR) that are being applied to any balances on your Account, the APR will be extended through the end of the Deferral Period. Interest rates will not be extended as an award of the Deferral, but such balances will not accrue interest charges during the Deferral. If your Account has a rewards program you will not earn points or similar rewards while in Deferral.

11. Balance Cancellation - Death.

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

11.2 Qualifications for a Balance Cancellation. For the first ninety (90) days after the end of your Deferral Period, you may be eligible for a Balance Cancellation in the event of your Accidental Death only. After the ninety (90) day period, you may be eligible for a Balance Cancellation because of your Death. "Accidental Death" means your death that (a) is directly due to an accidental injury that occurs after the enrollment date; (b) is independent of all other causes, except accidental injury; and (c) is unintended, unexpected, and unforeseen. "Death" means your death, which results from any cause except war or act of war (declared or not) or act of terrorism.

11.3 Exclusions. Your death is not an Accidental Death, if it results in whole or in part from (a) intentionally self-inflicted injury; (b) disease or treatment of disease, or any medical treatment unless for the treatment of an accidental injury; (c) infection, unless it is a direct result of an accidental injury; (d) the use of any drug, alcohol, or other intoxicant; (e) the use of any time, altered consciousness, or other factors; (f) your participation in a hazardous activity; (g) your participation in a military or naval service; (h) your participation in an assault or felony; (i) flight in an aircraft, unless a fare-paying passenger or crew member on a regularly scheduled commercial airline; (j) war or act of war (declared or not) or act of terrorism.

11.4 Qualification for Balance Cancellation. To qualify for Balance Cancellation because of your Accidental Death or Death, a legal representative of your estate must contact the Plan Administrator within one (1) year of the date of your Accidental Death or 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.

11.5 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.

9.3 Verification. After the initial phone call, we will send you a verification form and a fax. You must complete and return the verification form and fax with all required documentation within the specified timeframe or your Deferral will not be approved. At our request, you must continue to verify that the involuntary unemployment, hospitalization or disability persists, or the Deferral Period will end. For Military Reserve or Guard: Call to Duty, we may require evidence of continued active duty during the Deferral Period. Life Event, Business Hardship, and Payment Holiday Deferrals 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 Deferral, 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 cardmember, you may qualify for all benefits except for involuntary unemployment or 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 Deferrals. There is a waiting period and certain requirements that must be met, by you or the Covered Person(s), between the following Deferrals. Please refer to the chart below:

Waiting period from the Deferral Period:	To the beginning of a Deferral for:	
	Involuntary unemployment, hospitalization, disability, or Leave of Absence	Life events (Domestic Partner, Spouse, or Death)
90 Days**	90 Days**	30 Days
30 Days	30 Days	30 Days

* Only one (1) Deferral for Payment Holiday is permitted in each calendar year.
** Continuous employment or disability requirements may be satisfied during the ninety (90) day waiting period.

10. Deferral Payoff.

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 Deferral.

10.2 Conditions During Deferral Period. During your Deferral Period, you will not be required to make your minimum monthly payment due and interest 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 Deferral. If during your Deferral 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 Deferral Period, such balances will be processed as a regular Purchase for that balance and not to your Account at your applicable interest charge and other terms. Please note that your paid payment pricing will not be reinstated when your Deferral Period ends.

(1) "Self-Employed Person" means a Covered Person who is the sole proprietor (sole owner) of a business, partnership, or other business organization, and who is not an employee of any other person.

(2) "Spouse" means a person to whom you are married and resides with you 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.

(3) "We," "us," and "our" means Chase.

(4) "You" and "your" means the cardmember who is obligated to repay the balance on the Account; if there is a co-cardmember on the Account, then 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 START YOUR DEFERRAL PERIOD, RETROACTIVE DEFERRALS WILL NOT BE GRANTED, and any delay in notification may shorten your Deferral Period. It is important that you read this Amendment carefully because your Deferral will not begin until after you have satisfied the requirements. Eligibility for each type of Deferral, what you must do to verify a Qualifying Event, and the maximum Deferral Period for each Qualifying Event are described in Sections 2 through 10 of this Amendment. (b) Balance Cancellation requests will only be considered for your Accidental Death or Death. 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, not over the credit limit, and not restricted from use to qualify for a Deferral. The date of the Qualifying Event must be after the date of your enrollment in the Plan, you must be enrolled in the Plan at the time you request a Deferral, and your enrollment must continue until the start of the Deferral. Your Deferral request must be 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 payments (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: layoff, general strike, or involuntary termination by the employer other than termination due to a Covered Person's willful or criminal misconduct, unauthorized labor dispute, or misconduct. The following are examples of occurrences that do not qualify as Involuntary Unemployment: (a) voluntary termination of employment; (b) resignation; (c) scheduled termination of an employment contract; (d) termination of employment or loss of income caused by illness, disease, accident, injury or pregnancy (although these occurrences may qualify for a Deferral under a 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 you will be granted a

deferral; 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 a Deferral.

2.3 Deferral Period. The maximum length of your Deferral Period for each instance of Involuntary Unemployment is twenty-four (24) months. No Account may be in default 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 and must be hospitalized for at least one (1) overnight stay. The term "Hospital" includes any licensed medical hospital, chiropractic 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 the material and substantial duties of his/her occupation for at least thirty (30) consecutive days; and (b) under the continuous treatment of a licensed physician; or (c) not gainfully employed and unable to perform all normal daily activities of a person of like 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 default for more than twenty-four (24) consecutive months. If a Disability or Hospitalization is from a cause related to a prior Qualifying Event, it will be considered the same Deferral. Under Hospitalization, you will be eligible for one (1) month Deferral after a Covered Person has completed one (1) month of hospitalization and has not been discharged from the Hospital. 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 default 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 Deferral under a 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 called to active duty by the United States Military or National Guard. You must have been granted an unpaid Leave of Absence from work 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 default 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, adoption or court appointed legal guardianship of a child; (c) divorce; (d) retirement; (e) change of primary residence; (f) experiencing a natural disaster; or (g) death of your 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 must be required to provide necessary documentation such as a copy of (a) a marriage certificate, (b) a birth certificate, (c) a divorce decree, (d) a court order, (e) a letter from the employer indicating retirement, (f) an address change documentation, such as a signed lease, and (g) a death certificate. You must also provide (a) documentation indicating that as a result of a natural disaster you experienced at least five hundred dollars (\$500) in damages to your residence or more than 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 default 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's business location has suffered one (1) of the following events: (a) property 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. "Food" means rising water due to overflow of runoff or tidal waters or unusual and rapid accumulation or inflow of surface waters from any source.

7.2 Qualifications for Deferral. To qualify for a Deferral due to a Business Hardship, photos documenting property or inventory damage, fire report, and/or proof 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 will be granted during any one (1) calendar year. No Account may be in default 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 expenses; (b) transportation expenses; (c) medical expenses; or (d) education expenses.

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 expenses; (b) transportation expenses; (c) medical expenses; or (d) education expenses. For a Payment Holiday 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 select in order to qualify for a Deferral. You may be required to provide necessary proof for a Deferral. You must incur the 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 default 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.

9. Request for a Deferral.

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

9.2 Provisional Deferral. When you call to request a Deferral, you will be asked to determine whether a Covered Person is eligible for the type of Deferral requested. Based on this evaluation, you may be granted a provisional Deferral for up to thirty (30) days. The provisional Deferral may be revoked if (a) the information you initially provided is false in any way; (b) a Covered Person does not qualify for a Deferral; (c) you fail to return the verification forms within the specified timeframe; or (d) the Account is past due or over the credit limit.

EXHIBIT 2



CHASE PAYMENT PROTECTOR PLAN

Account Number: 4021
Date of Enrollment: 01/21/2005
Monthly Rate: 0.7900 per \$100 of your
ending monthly statement balance



DAVID E KARDONICK
APT C
6436 CATINA ST
NEW ORLEANS LA 70124-2033

09/11/10

Dear DAVID E KARDONICK:

Thank you for your enrollment in the Chase Payment Protector Plan, a program specifically designed to help you and your family in times of financial difficulty. You or an Authorized User of your Account recently agreed to enroll in the Plan. We have added even more benefits to the Plan, so please read on to understand all that is available to you.

With this Plan, should you, your Spouse or Domestic Partner, Authorized User, or Higher Wage Earner [Qualifying Person(s)] encounter one of the situations listed below, your payments will be deferred and your credit rating for this Account will be protected:

The Deferment Period is up to 2 years for the following Occurrences: Involuntary Unemployment, Hospitalization, and Disability. The Deferment Period is 3 months for the following Occurrences: Unpaid Leave of Absence, Death of Qualifying Person(s), and Life Event. And finally, for the Payment Holiday Occurrence, the Deferment Period is 1 month.

In addition, you are eligible for an Account credit of your month-end Account balance, up to \$25,000, in the event of your Accidental Death.

Plan benefits, qualifications, and more are described in the enclosed Amendment. Please review carefully. There are also Frequently Asked Questions on the reverse side of this letter, which will provide a convenient snapshot of Plan terms and conditions. If you decide the Plan is not for you, please contact us to see if there is a different plan that may better suit your needs.

Please note:

1. You are eligible for benefits after being enrolled in the Plan for 30 calendar days.
2. In the event that you ever need to activate Plan benefits, simply call 1-888-314-4371 and a Plan Representative will be happy to assist you.
3. During the deferment period, with the exception of a Payment Holiday deferment, you will not be able to use your credit card for purchases, cash advances, balance transfers, or convenience checks. As soon as possible, you should notify all merchants that automatically bill your Chase Credit Card Account to discontinue such charges. Once a payment deferment begins, use of your Chase Credit Card will automatically terminate your benefit, and you will be required to resume making minimum monthly payments.
4. You may cancel your enrollment at any time, and if you cancel within the first 30 days you will receive a full refund of any Plan Fees paid.

We welcome the opportunity to serve you and thank you for doing business with Chase. If you have any questions, please contact the Chase Payment Protector Plan Administrator at 1-888-314-4371, Monday through Friday between 8:00 a.m. and 10:00 p.m., Eastern Time; or Saturday between 10:00 a.m. and 5:00 p.m., Eastern Time.

Thank you for enrolling in the Chase Payment Protector Plan.

Regards,

Deb Walden
Executive Vice President
Customer Experience
Chase Card Services



To activate Chase Payment Protector Plan benefits or for questions, please contact the Plan Administrator at 1-888-314-4371, Monday through Friday between 8:00 a.m. and 10:00 p.m., Eastern Time; or Saturday between 10:00 a.m. and 5:00 p.m., Eastern Time.

FREQUENTLY ASKED QUESTIONS

Q: After I enroll, can I cancel?

A: Yes, you may cancel at any time. Please review the enclosed Amendment to Cardmember Agreement. If you are not entirely satisfied with all the benefits, limitations, exclusions, and required procedures, and you cancel within 30 days of your enrollment date, you will receive a full refund of the Plan Fees charged.

Q: How soon after I enroll can I activate my benefits?

A: You may activate your benefits after an initial 30-day waiting period from the date of enrollment.

Q: Can I qualify for a deferment if someone else becomes unemployed, disabled, hospitalized, takes an unpaid leave, dies, experiences a covered Life Event, or incurs an expense of \$50 or more for a covered household, medical, or transportation expense?

A: Yes, your payments may be deferred if there is a Spouse or Domestic Partner, an Authorized User, or Higher Wage Earner in your household who qualifies you (as described in the enclosed Amendment).

Q: Can I qualify for a cancellation if someone else dies as a result of an accident?

A: No, only the primary cardmember qualifies for an Account credit of up to \$25,000 in the event of their Accidental Death (as described in the enclosed Amendment).

Q: How do I activate my deferment benefits?

A: To activate your deferment benefits, simply call the Plan Administrator at 1-888-314-4371 immediately. Your Account must be less than 2 billing cycles overdue, not over the credit limit, not restricted from use, and not in default at the time of the occurrence.

Q: Are there any restrictions to the Plan benefits for employment?

A: Yes, if you are self-employed you will not qualify 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. If you are retired (or retire while enrolled in the Plan) you will not qualify for Involuntary Unemployment or Leave of Absence. However, your payments may be deferred if a Spouse or Domestic Partner, an Authorized User, or Higher Wage Earner in your household becomes involuntarily unemployed or takes a Leave of Absence (as described in the enclosed Amendment).

Q: How will Plan Fees be billed?

A: The Plan Fees will be billed to your Chase Credit Card Account monthly at the rate indicated on the reverse side of this letter. No Plan Fees will be charged for any billing cycle during which there is no ending statement balance.

Please review the enclosed Amendment to Cardmember Agreement for complete information on benefits and qualification requirements.

CHASE PAYMENT PROTECTOR PLAN Amendment to Cardmember Agreement

PLEASE READ THIS AMENDMENT CAREFULLY. IT EXPLAINS BENEFITS, QUALIFICATIONS, EXCLUSIONS AND REQUIRED PROCEDURES IN DETAIL.

The Chase Payment Protector Plan (the "Plan") is an optional amendment (the "Amendment") to your Chase Cardmember Agreement (the "Agreement"). You have elected to purchase this Plan for a monthly fee. Under certain conditions, Chase Manhattan Bank USA, National Association ("Chase") will defer the required minimum monthly payment(s) or cancel all or a portion of your balance on your Chase VISA® or MasterCard® credit card account (the "Account"). The Plan amends the terms of your Cardmember Agreement and is not insurance. The following describes the Plan:

1. **Covered Accounts & Individuals:** This Amendment applies to the Plan and the Account that is covered by the Plan. "You" and "your" mean the covered cardmember, who is the one obligated to repay the balance on the Account (if there is a co-cardmember on the Account, then the cardmember whose name appears first on the billing statement), but does not mean authorized users of the Account. "We", "us", and "our" mean Chase. Retired and self-employed cardmembers should refer to Sections 14 and 15 for special provisions applicable to their status. For requirements pertaining to your Spouse, Domestic Partner, and Authorized Users, as well as Higher Wage Earners ("Qualifying Person(s)"), refer to Section 12.
2. **Summary of Benefits Under the Plan:**
 - a. **Debt Deferment:** The Plan includes a debt deferment feature that allows you to suspend payment on your Account for specified periods of time. A deferment does not result in the payment of any part of your Account balance. To qualify for deferment benefit activation, your Account must be in good standing (See Section 9), and not restricted from use. You must be enrolled in the Plan for at least thirty (30) calendar days; and the Qualifying Occurrence (see below) must take place after the date of enrollment in the Plan. You will be notified by mail of your enrollment date.

In the event of Involuntary Unemployment, Hospitalization, Disability, Leave of Absence, a Life Event, a Payment Holiday, or the Death of a Qualifying Person(s) ("Qualifying Occurrence"), you may be eligible for a deferment of your minimum monthly Chase credit card payment as described in this Amendment. You may also be entitled to a deferment if a Qualifying Person(s) (See Section 12) experiences a Qualifying Occurrence. Please note the requirements for Full Time Employment (See Section 3.a.).

During any period in which your deferment benefit is activated, you will not be required to make the minimum monthly payment(s) otherwise due on your Account, no annual fees or Plan Fees (See Section 17) will be charged, and no finance charges will accrue on your Account. During all deferment periods, except for Payment Holiday, there may be no activity on your Account (See Section 10). Once your deferment period ends, you or any Authorized User can use your Account again (unless your Account has been closed), and you will be required to start making minimum monthly payments as required by your Agreement.
 - b. **Debt Cancellation:** The Plan includes a debt cancellation feature that will credit your Account balance, as of the first billing statement issued following the covered cardmember's Accidental Death, up to \$25,000 (See Section 13). To qualify for benefit activation, the accident that was the cause of Accidental Death must take place after the date of enrollment. Your Account cannot be credited until you have been enrolled in the Plan for at least thirty (30) calendar days.
3. **Deferment Because of Involuntary Unemployment:** You may be eligible for a deferment because of Involuntary Unemployment. "Involuntary Unemployment" means that you suffer an entire loss of salary or wages as the result of an involuntary loss of employment, and meet all the requirements described in this Amendment.
 - a. **Qualifications.** A deferment may be granted for the following: layoff; general strike; unionized labor dispute or lockout; involuntary termination by your employer other than termination due to willful or criminal misconduct. To be considered involuntarily unemployed, you must meet the requirement of Full Time Employment. "Full Time Employment" means at the time the occurrence began you must have been continuously employed full time, by someone other than yourself, for ninety (90) consecutive calendar days and worked at least thirty (30) hours per week (fifteen (15) hours per week if you are a student). You must also qualify for state unemployment benefits or sign up with a recognized employment agency before you will be granted a deferment, continue to meet these qualifications during the entire deferment period, and meet the notice and verification requirements described in Section 9. In addition, you may be eligible for a deferment if a Qualifying Person(s) becomes Involuntarily Unemployed and meets all requirements; refer to Section 12 for qualifications and exclusions.
 - b. **Exclusions.** You will not be eligible to activate your deferment benefits for Involuntary Unemployment for the following reasons: (1) voluntary forfeiture of employment, salary, wages or employment income; (2) resignation; (3) retirement or self-employment; (4) Full Time Employment is seasonal; (5) termination of employment as the result of willful or criminal misconduct; (6) scheduled termination of an employment contract; or (7) dissolution or temporary suspension of a business partnership of which you are a partner.
 - c. **Benefit Period.** The maximum period of deferment for an occurrence of Involuntary Unemployment is twenty-four (24) monthly billing periods (which are referred to in this Amendment as "months"). No Account may be in deferment for more than twenty-four (24) consecutive months. You must meet certain requirements between benefit activations (See Section 16).
4. **Deferment Because of Hospitalization or Disability:** You may be eligible for a deferment because of Hospitalization or Disability. "Hospitalization" means that you are admitted to a hospital due to a medical condition. You must be hospitalized for at least one overnight stay and require continuous care by a licensed physician (other than you or a family member) for at least thirty (30) consecutive days. The term "hospital" includes any licensed medical or psychiatric hospital, or convalescent nursing, residential drug or hospice facility. "Disability" means that you are unable to perform the normal duties of your occupation for at least thirty (30) consecutive days as a result of a medical condition, and are under the continuous treatment of a licensed physician (other than you or a family member) who will verify the same as described in this Amendment. You must meet all the requirements described in this Amendment.

The sections appearing below describe these benefits in detail. There are important eligibility requirements you must meet and exclusions that are not covered under the Plan, and you should review these carefully before the thirty (30) day refund period expires (See Section 18).

- a. **Qualifications.** To qualify for a Hospitalization or Disability deferment, you must meet the notice and verification requirements described in Section 9. In addition, you may be eligible for a deferment if a Qualifying Person(s) becomes Hospitalized or Disabled and meets all requirements; refer to Section 12 for qualifications and exclusions. Note that there is a ninety (90) consecutive day waiting period between deferments for Hospitalization or Disability.
 - b. **Exclusions.** You will not be eligible to activate your deferment benefits for Hospitalization or Disability for the following reasons: (1) normal pregnancy and childbirth; (2) intentionally self-inflicted injuries; (3) a previous deferment for the same or a related medical condition or Qualifying Occurrence.
 - c. **Benefit Period.** The maximum period of deferment for an occurrence of Hospitalization or Disability is twenty-four (24) months. No Account may be in deferment for more than twenty-four (24) consecutive months. You must meet certain requirements between benefit activations (See Section 16).
5. **Deferment Because of Leave of Absence:** You may be eligible for a deferment because of a Leave of Absence. "Leave of Absence" means the absence from Full Time Employment (as defined in Section 3.a.) without pay for any reason permitted by your employer's plan, as described in this Amendment:
- a. **Qualifications.** To qualify for a Leave of Absence deferment, we will request that you provide us with a letter from your employer stating that you have been granted an unpaid leave of absence from work, the reason for the leave of absence, and the date the leave began. To be considered for deferment for a Leave of Absence, Full Time Employment is required. Additionally, in order to qualify, you must meet the notice and verification requirements described in Section 9. You may also be eligible for a deferment if a Qualifying Person(s) takes an unpaid Leave of Absence and meets all requirements; refer to Section 12 for qualifications and exclusions.
 - b. **Exclusions.** You will not be eligible to activate your deferment benefits for Leave of Absence for the following reasons: (1) voluntary forfeiture of employment, salary, wages or employment income; (2) resignation; (3) retirement or self-employment; (4) Full Time Employment is seasonal; (5) termination of employment as the result of willful or criminal misconduct; (6) scheduled termination of an employment contract; or (7) dissolution or temporary suspension of a business partnership of which you are a partner.
 - c. **Benefit Period.** The maximum period of deferment for a Leave of Absence occurrence is three (3) months. No Account may be in deferment for more than twenty-four (24) consecutive months. You must meet certain requirements between benefit activations (See Section 16).
6. **Deferment Because of a Life Event:** You may be eligible for a deferment because of a covered Life Event that occurs after your enrollment in the Plan. "Life Event" means the birth or adoption of a child; marriage or domestic partnership; divorce; experiencing a natural disaster; or being called to active military duty. You must meet all of the requirements as described in this Amendment:
- a. **Qualifications.** To qualify for a Life Event deferment, you must request benefit activation within one (1) year of the covered Life Event and we will request that you provide the following:
 - i. **Birth or Adoption of a Child** -- a copy of the birth certificate or adoption papers, or other legally recognized documentation.
 - ii. **Marriage or Domestic Partnership** -- a copy of the marriage certificate, or other legally recognized documentation.

- iii. **Divorce** -- a copy of the divorce decree or court order of divorce, or other legally recognized documentation.
- iv. **Natural Disaster** -- a copy of an insurance report or other documentation indicating that as a result of a natural disaster (ex: flood, hurricane, tornado) you experienced at least \$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 within the United States.
- v. **Call to Active Military Duty** -- a copy of military orders indicating that you have been called to active duty in the United States military.

Additionally, in order to qualify, you must meet the notice and verification requirements described in Section 9. You may also be eligible for a deferment if a Qualifying Person(s) experiences a covered Life Event and meets all requirements; refer to Section 12 for qualifications and exclusions.

- b. **Exclusions.** You will not be eligible to activate your deferment benefits for a Life Event for the following reasons: (1) foster care, guardianship or custodial arrangements; (2) separation or annulment; or (3) a request for benefit activation for the same occurrence of a covered Life Event.
- c. **Benefit Period.** The maximum period of deferment for each occurrence of a covered Life Event is three (3) months. No Account may be in deferment for more than twenty-four (24) consecutive months. You must meet certain requirements between benefit activations (See Section 16).

7. **Deferment Because of a Payment Holiday:** You may be eligible for a deferment because of a Payment Holiday. A "Payment Holiday" means you can defer one (1) minimum monthly payment one time each calendar year (i) if you incur a household, medical or transportation expense of \$50 or more, or (ii) for a specified Federal Holiday, as described in this Amendment:

- a. **Qualifications.** To qualify for a Payment Holiday, you must incur a covered household expense (ex: repairs, home improvements, or maintenance), medical expense (ex: medications, vision, or doctor visits), or transportation expense (ex: auto repair, maintenance, or travel), or one of the following Federal Holidays must occur: New Year's Day (January 1), Independence Day (July 4) or Labor Day. When you request benefit activation for covered expenses, we will request that you provide proof in the form of a receipt, contract, bill of services, or travel itinerary. Your request for a deferment for a covered Federal Holiday must be received either in the calendar month prior to or in the calendar month of the holiday. Additionally, in order to qualify, you must meet the notice and verification requirements described in Section 9. You may also be eligible for a deferment if a Qualifying Person(s) incurs a covered expense and meets all requirements; refer to Section 12 for qualifications and exclusions.
- b. **Exclusions.** You will not be eligible to activate your deferment benefit for a Payment Holiday for the following reasons: (1) the expense is less than \$50 or (2) for Federal Holidays not covered under this Plan.
- c. **Benefit Period.** The period of deferment for a Payment Holiday is one (1) month. Benefits can be activated once per calendar year. No Account may be in deferment for more than twenty-four (24) consecutive months. You must meet certain requirements between benefit activations (See Section 16).

8. **Deferment Because of Death of a Qualifying Person(s):** You may be eligible for a deferment because of the Death of a Qualifying Person(s). You must meet all of the requirements as described in this Amendment:

- a. **Qualifications.** The requirements for Qualifying Person(s) appear in Section 12. In order to qualify, you must meet the notice and verification requirements described in Section 9.
- b. **Exclusions.** You will not be eligible for a deferment if a Qualifying Person(s) does not meet the requirements described in Section 12 at the time of his or her death.
- c. **Benefit Period.** The maximum period of deferment due to the Death of a Qualifying Person(s) is three (3) months. No Account may be in deferment for more than twenty-four (24) consecutive months. You must meet certain requirements between benefit activations (See Section 16).

9. **When a Deferment Period Begins and Related Requirements:** To be granted a deferment, you must meet all the requirements described in this Amendment. Your Account must be less than 2 billing cycles overdue, not over the credit limit, not restricted from use, and not in default at the time of the occurrence. The date of the occurrence must be after the date of your enrollment in the Plan, you must be enrolled at the time you request benefit activation, and your enrollment must have been uninterrupted from the date of the Qualifying Occurrence until benefits have been activated. You cannot activate deferment benefits until you have been enrolled in the Plan for at least thirty (30) calendar days. You will be notified by mail of your enrollment date in the Plan. Your deferment begins when you are notified that you qualify. Until your Account statement reflects that you have been granted a deferment, you must continue to make at least your minimum monthly Chase credit card payment(s). (Chase has hired a Plan Administrator to administer benefits and perform other tasks; the phone number and address appear in Section 25.)

- a. **Required Notification of Occurrence.**
 - i. **Involuntary Unemployment, Hospitalization, Disability, Leave of Absence and Death of Qualifying Person(s):** You should notify the Plan Administrator immediately of the occurrence of Involuntary Unemployment, Hospitalization, Disability, Leave of Absence, or Death of Qualifying Person(s). At the time you call to activate benefits, you or the Qualifying Person(s) must be Involuntarily Unemployed, Hospitalized, Disabled, on Leave of Absence or the Qualifying Person(s) must be deceased.
 - ii. **Life Event:** You must request benefit activation within one (1) year of the date of the covered Life Event.
 - iii. **Payment Holiday:** You can request benefit activation for a covered expense at any time after the expense is incurred. You must request benefit activation either in the calendar month prior to or in the calendar month of the covered Federal Holiday.
- b. **Provisional Deferment:** You may be granted a Provisional Deferment of up to thirty (30) consecutive days if you satisfactorily answer certain questions from our Plan Administrator who will then verify that your Account is in good standing to activate a benefit (as described in the first paragraph of Section 9). The Plan Administrator decides, at its sole discretion, whether you qualify. If granted, you will be sent a Verification Form ("Form") that you must complete and return along with any required documents to the Plan Administrator within thirty (30) days of the date appearing on the Plan Administrator's notice to you. A Provisional Deferment will last no more than thirty (30) consecutive days. A Provisional Deferment may be revoked at any time if it is believed that the information provided by you was false in any way, or if you fail to send in your Forms, or if it is determined that you do not meet the requirements described in this Amendment.
- c. **Deferment.** If you are not granted a Provisional Deferment, or your Provisional Deferment has ended, the Plan Administrator may provide you with a Form and a list of required documents

in order to verify your eligibility for a deferment. Provisional Deferments and deferments are subject to your continuing eligibility for the benefit. A deferment is a month-to-month benefit and you must continue to return the completed Forms when requested by the Plan Administrator (typically on a monthly basis) in order for the deferment to continue. You may only activate one type of deferment benefit per occurrence. You must meet certain requirements between benefit activations (See Section 16).

- d. **Verification of Eligibility for Benefit.** Initial proof of the Qualifying Occurrence (See Section 2) including your submission of the Form along with any required documents, must be provided no later than thirty (30) days from the grant of a deferment. Form(s) verifying Involuntary Unemployment must be completed by a recognized employment agency or include other proof acceptable to us; Form(s) verifying Hospitalization or Disability must be completed by a licensed physician (other than you or a family member); and proof of Leave of Absence must be completed by your employer. The Form verifying Death of a Qualifying Person(s) must accompany a certified copy of the death certificate. We have the right to request that you provide the Form(s) as often as is reasonably necessary.

10. **Account Conditions During a Deferment Period:** Your Account will be "frozen" during all deferment periods, except for Payment Holiday. You and any Authorized Users will no longer have charge privileges and all automatic or prearranged charges to your Account must be cancelled by you when a deferment period begins. If your Account is used to make a purchase, take a cash advance, or any other transaction during a deferment period, your deferment will be revoked. No finance charges, annual fees for the Account, or Plan Fees will be charged to your Account during a deferment period. Your Account will not be considered delinquent in our records or in information we provide to credit bureaus or to anyone else as a result of receiving a deferment under the Plan. The Account balance at the time a deferment period ends will be the Account balance owed at the time the deferment was granted including transactions authorized by us and transactions not yet posted to your Account.

11. **When a Deferment Period Ends:** The deferment period will end: when your enrollment in the Plan is cancelled; when you or a Qualified Person(s) are no longer Involuntarily Unemployed, Hospitalized, or Disabled; when you die; when the Qualified Person(s) ceases to meet the requirements described in Section 12; when you or any Authorized User of your Account uses your Account as prohibited under Section 10; if you fail to provide the Forms or documents we have requested to confirm your eligibility for a deferment under the Plan; if you file for bankruptcy; or we discover that you intentionally misrepresented any information pertaining to your deferment. If the deferment period does not end sooner for one of these reasons, it will end after we have deferred your payment for twenty-four (24) months for Involuntary Unemployment, Hospitalization, or Disability; three (3) months for Leave of Absence, Life Events, or Death of Qualifying Person(s); and one (1) month for a Payment Holiday. Beginning with your first Account statement after the deferment period ends, you will be required to start making at least the minimum monthly payment due on your Chase credit card by the payment due date. Finance charges, Plan Fees, and other fees associated with your Account will resume. You can also start using your Account again unless your Account is closed or it is determined that you are in default under the Agreement or this Amendment.

12. **Qualified Person(s) Requirements:**

- a. **Spouse.** To qualify you for a deferment, your Spouse must meet all the requirements described in this Amendment that are applicable to you. You and your Spouse must reside in the same Household, "Household" means two or more people who regularly occupy the same residence and use the same permanent address. We have the right to require proof of marriage, including tax return forms or marriage certificate, and

address, including one or more of a driver's license, tax form, payroll form, utility bill or other acceptable document using your address of record to substantiate that your Spouse regularly occupies your residence. If a Spouse is also an Authorized User or Higher Wage Earner, he or she can only qualify you for one deferment per occurrence.

- b. **Domestic Partner.** To qualify you for a deferment, your Domestic Partner must meet all the requirements described in this Amendment that are applicable to you. You and your Domestic Partner must be in a relationship and have resided in the same Household (as defined in Section 12.a.) for at least 6 months, be age 18 or older, not be related to each other in a way that would prohibit legal marriage, and not be legally married to anyone else; or the two of you have registered as domestic partners pursuant to a domestic partnership ordinance or law of a state or local government. We have the right to require proof of address, including one or more of a driver's license, tax form, payroll form, utility bill or other acceptable document using your address of record to substantiate that your Domestic Partner regularly occupies your residence, as well as proof of age, including a birth certificate, driver's license, or other acceptable document. If a Domestic Partner is also an Authorized User or Higher Wage Earner, he or she can only qualify you for one deferment per occurrence.
- c. **Authorized User.** To qualify you for a deferment, an Authorized User must meet all the requirements described in this Amendment that are applicable to you. The Authorized User must be reflected in our records as a co-cardmember or an Authorized User of your Account and have been issued a Chase credit card prior to the covered occurrence. If an Authorized User is also a Spouse or Domestic Partner, or Higher Wage Earner, he or she can only qualify you for one deferment per occurrence.
- d. **Higher Wage Earner.** The Higher Wage Earner is someone other than you who may qualify you for a deferment. The Higher Wage Earner and you must reside in the same Household (as defined in Section 12.a.). To determine whether you or another member of your Household has the higher employment income, your employment income will be compared with the employment income of the other Household member immediately prior to the occurrence. We have the right to require proof of address, including one or more of a driver's license, tax form, payroll form, utility bill or other acceptable document using your address of record to substantiate that the Higher Wage Earner regularly occupies your residence. If a Higher Wage Earner is also a Spouse or Domestic Partner, or an Authorized User, he or she can only qualify you for one deferment per occurrence. To qualify you for a deferment, the Higher Wage Earner must meet all the requirements described in this Amendment that are applicable to you.

13. **Debt Cancellation and Related Requirements:** You may be eligible for a Debt Cancellation because of Accidental Death. "Debt Cancellation" means that you will receive a credit to your Account balance as of the first billing statement issued following your Accidental Death, up to \$25,000. To be granted a Debt Cancellation, the date of the accident that results in your Accidental Death must be after the date of your enrollment in the Plan, you must be enrolled at the time a Debt Cancellation is requested, and your enrollment must have been uninterrupted from the date of the occurrence until benefits have been activated. You must meet certain requirements between benefit activations (See Section 16). Your Account cannot be credited until you have been enrolled in the Plan for at least thirty (30) calendar days. You will be notified by mail of your enrollment date in the Plan. If your Account balance exceeds the \$25,000 maximum

Debt Cancellation benefit you will be responsible for the remaining balance. If we discover that you (or someone acting on your behalf) have intentionally misrepresented any information pertaining to a request or grant of Debt Cancellation, we may charge your Account for the full amount credited to your Account. (Chase has hired a Plan Administrator to administer benefits and perform other tasks; the phone number and address appear in Section 25.) You must meet all of the requirements described in this Amendment:

- a. **Accidental Death:** "Accidental Death" means death of the covered cardmember as a result from bodily injury sustained, which is the direct result of accidental contact with another body or object, independent of disease or bodily infirmity or any other cause. A credit to your Account balance will be granted as of the first billing statement issued following your Accidental Death, up to \$25,000. Only one Debt Cancellation for Accidental Death will be granted during the life of the Account.
 - i. **Qualifications.** To qualify for the Accidental Death Debt Cancellation, your death must result from bodily injury sustained, which is the direct result of accidental contact with another body or object, independent of disease or bodily infirmity or any other cause. A certified copy of the death certificate indicating cause of death must be submitted before your Account will be credited. Accidental Death Debt Cancellation may be requested for up to one (1) year following your Accidental Death.
 - ii. **Exclusions.** Accidental Death Debt Cancellation benefits will not be credited for the following reasons: (1) death is not accidental; (2) Accidental Death as a result of an injury that occurred prior to your enrollment in the Plan; or (3) the Accidental Death of a Qualifying Person(s).

14. **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 Qualified Person(s) may qualify you for a deferment as a result of their Involuntary Unemployment or Leave of Absence so long as all the Plan requirements are met.) You can contact the Plan Administrator to see if there is a different plan that better meets your needs.
15. **Limited Benefits for Self-Employed Cardmembers:** As a self-employed individual, 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 Qualified Person(s) may qualify you for a deferment as a result of their Involuntary Unemployment or Leave of Absence so long as all the Plan requirements are met.) You can contact the Plan Administrator to see if there is a different plan that better meets your needs.
16. **Waiting Periods Between Deferments:** There is an additional waiting period that must be met, by you or the Qualifying Person(s), between debt deferment benefit activations. Please refer to the chart below:

Waiting Periods Between Deferments	
Between Life Events or Payment Holiday*	30 Days
Between Involuntary Unemployment, or Hospitalization, or Disability, or Leave of Absence, or Death of a Qualifying Person(s)	90 Days

*Only one (1) Payment Holiday deferment each calendar year is permitted.

17. **Plan Fees:** The monthly fee for the Plan (the "Plan Fee") is calculated by multiplying each one hundred dollars (\$100) of your ending monthly statement balance by seventy-nine cents (\$0.79). No Plan Fee will be charged if there is no ending monthly statement balance.

The Plan Fee will be shown on your Account statement and added to the balance due on your Account each month. Plan Fees are billed in arrears for the Account statement period. Your enrollment in the Plan will renew each month automatically with the payment of your Plan Fee unless you or we cancel your enrollment as described in Section 18.

18. Cancellation:

- a. **By You.** You may cancel your enrollment at any time and for any reason by calling or writing the Plan Administrator. If you cancel within thirty (30) calendar days of your initial enrollment, we will credit your Account for any Plan Fees you have been charged. Otherwise, no refund of Plan Fees is payable upon cancellation. Your enrollment in the Plan will terminate on the last day of the billing cycle in the month in which we receive your cancellation notice and, unless you cancel within thirty (30) days of initial enrollment, you will be required to pay the Plan Fee for that month. The Plan Fee will be discontinued with the next billing cycle following the month in which we receive your notice of cancellation. We may require you to confirm your cancellation to the Plan Administrator in writing.
- b. **By Us.** If your Account is closed by us for any reason, we will cancel your enrollment without notice.

If you or we cancel your enrollment in the Plan, this Amendment is terminated and all eligibility for deferment benefits and cancellation benefits (including any benefits then being provided) will cease as of the date your enrollment in the Plan terminates. If we discontinue the Plan we will notify you of your cancellation.

- 19. Waiver of Requirements:** We reserve the right to waive any of the requirements set forth in this Amendment. However, if we do so, we will not be obligated to waive the same requirement again or for any other cardmember, and our waiver of one or more requirements will not constitute a waiver of any other requirements. A waiver of a requirement may be terminated, in our discretion, at any time and need not be terminated for all Plan enrollees.

- 20. Change of Terms:** We may change any of the terms of this Amendment, provided that we will notify you of any such changes and provide you with a reasonable opportunity to cancel your enrollment without penalty before the change goes into effect. Changes may include, without limitation, adding new terms or deleting or modifying existing terms. Any changes to this Amendment can apply to all outstanding unpaid indebtedness and any new transactions on your Account.
- 21. Plan Availability:** The Plan is available in all 50 states of the United States, the District of Columbia, and Puerto Rico.
- 22. 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.
- 23. Governing Law:** This Amendment shall be governed by the laws of the United States.
- 24. Tax Implications:** The Debt Cancellation of all or a part of your Account balance may be taxable income to you or your estate. You should contact your tax advisor with any questions.
- 25. Questions/Requests for Benefits/Plan Administrator:** If you have questions or want to apply for benefits, you should contact the Plan Administrator, toll-free, at 1-877-752-8572 between 8:00 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 977122, Miami, Florida 33197-7122.
- 26. Continuation of the Plan after Account Closing:** If you voluntarily close your Account, your enrollment in the Plan will continue unless you cancel (See Section 18). Plan Fees will be billed (as described in Section 17) for as long as there is an outstanding Account balance. If you close your Account for any reason during a deferment period, you must contact the Plan Administrator to continue your deferment benefit.



THE RIGHT RELATIONSHIP IS EVERYTHING.™

Chase Manhattan Bank USA,
National Association





CHASE PAYMENT PROTECTOR PLAN

Account Number:
Date of Enrollment:
Monthly Rate: 0.8900 per \$100 of your
ending monthly statement balance

09/14/10

Dear

Thank you for your enrollment in the Chase Payment Protector Plan, a program specifically designed to help you and your family in times of financial difficulty. You or an Authorized User of your Account recently agreed to enroll in the Plan.

With this Plan, should you, your Spouse or Domestic Partner, Authorized User, or Higher Wage Earner (Covered Person(s)) encounter one of the situations listed below, your payments will be deferred and your credit rating for this Account will be protected. The Deferral Period is: (a) up to 2 years for Involuntary Unemployment, Hospitalization, Disability, and Military Reserve or Guard; Call to Duty, (b) 6 months for Leave of Absence and Business Hardship, (c) 4 months for a Life Event, and (d) 1 month for Payment Holiday.

In addition, your Account balance may be cancelled up to \$25,000, in the event of your Death.

For complete details, please refer to the enclosed Amendment to Cardmember Agreement. Read it carefully as there are important eligibility requirements you must meet and exclusions that are not covered in the Plan. There are Frequently Asked Questions on the reverse side of this letter, which will provide a convenient snapshot of Plan terms and conditions. If you decide the Plan is not for you, please contact us to see if there is a different plan that may better suit your needs.

Please note:

1. You are eligible for a Deferral after being enrolled in the Plan for 30 calendar days.
2. In the event that you ever need to request a Deferral, simply call 1-888-314-4371 and a Plan Representative will be happy to assist you.
3. You may cancel your enrollment at any time, and if you cancel within the first 30 days you will receive a full refund of any Plan fees paid.

We welcome the opportunity to serve you and thank you for doing business with Chase. If you have any questions, please contact the Chase Payment Protector Plan Administrator at 1-888-314-4371, Monday through Friday between 8:00 a.m. and 10:00 p.m., Eastern Time; or Saturday between 10:00 a.m. and 5:00 p.m., Eastern Time.

Thank you for enrolling in the Chase Payment Protector Plan.

Regards,

Deb Walden
Executive Vice President
Customer Experience
Chase Card Services



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BK1PAWEL.DOC

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To request Chase Payment Protector Plan benefits or for questions, please contact the Plan Administrator at 1-888-314-4371, Monday through Friday between 8:00 a.m. and 10:00 p.m., Eastern Time; or Saturday between 10:00 a.m. and 5:00 p.m., Eastern Time.

FREQUENTLY ASKED QUESTIONS

Q: After I enroll, can I cancel?

A: Yes, you may cancel at any time. Please review the enclosed Amendment to Cardmember Agreement. There are eligibility requirements, conditions, and exclusions that could prevent you from receiving benefits. If you are not completely satisfied, you may cancel within 30 days and receive a full refund of the Plan fees charged. Of course you may cancel your enrollment in the Plan at any time and for any reason.

Q: How soon after I enroll can I request a Deferral?

A: You are eligible for benefits after 30 days of enrollment.

Q: Can I qualify for a Deferral if someone else becomes Involuntarily Unemployed, Disabled, Hospitalized, takes a Leave of Absence, experiences a Business Hardship, is called to active duty in the Military Reserve or National Guard, experiences a covered Life Event, or incurs an expense of \$50 or more for a covered household, medical, transportation or education expense?

A: Yes, your payments may be suspended if there is a Spouse or Domestic Partner, an Authorized User, or Higher Wage Earner in your Household who qualifies you.

Q: Can I qualify for a cancellation if someone else dies?

A: No, only the Primary Cardmember qualifies for an Account Balance Cancellation of up to \$25,000 in the event of your Death; however, you can defer your payment for four months in the event of a Covered Person's death.

Q: How do I request a Deferral?

A: To request a Deferral, simply call the Plan Administrator at 1-888-314-4371 immediately. Your Account must be open, not past due, not over the credit limit and not restricted from use to qualify for a Deferral.

Q: Are there any restrictions to the Plan benefits for employment?

A: Yes, a Self-Employed Person may not qualify for Involuntary Unemployment (Section 2) or a Leave of Absence (Section 5); however, a Self-Employed Person may request a Deferral for a Business Hardship. If you are retired (or retire while enrolled in the Plan) you will not qualify for Involuntary Unemployment or Leave of Absence; however, your payments may be deferred if a Spouse or Domestic Partner, an Authorized User, or Higher Wage Earner in your Household becomes Involuntarily Unemployed or takes a Leave of Absence.

Q: How will Plan fees be billed?

A: Plan fees will be charged to your Chase credit card Account, monthly, at the rate indicated on the reverse side of this letter. No Plan fees will be charged for any billing cycle during when there is no ending statement balance.

Q: Can I use my card if I am in a Deferral Period?

A: Yes, you may continue to use your card.

Please review the enclosed Amendment to Cardmember Agreement for complete information on benefits and qualification requirements.



09/14/10

Dear

RE: 4021

Thank you for enrolling in the Chase Payment Protector Plan. Please familiarize yourself with the following Summary of Benefits and Disclosures.

Summary of Benefits and Disclosures

Chase Payment Protector Plan is an optional amendment to your Cardmember Agreement.

- If you, your Spouse or Domestic Partner, an Authorized User of your Account, or a Higher Wage Earner in your Household, become Involuntarily Unemployed, Hospitalized, Disabled, take a Leave of Absence, experience a Business Hardship, Military Reserve or Guard: Call to Duty, experience a covered Life Event, or take a Payment Holiday, you will not be required to make your minimum monthly payment for up to 2 years*.
- You, the Primary Cardmember, may also be eligible for a one-time cancellation of your outstanding Account balance up to \$25,000, due to your Death.
- The cost is only 89¢ per \$100 of your ending monthly statement balance and will be conveniently billed to your Chase credit card. When you do not have a balance there is no charge.
- Benefits are available 30 days after enrollment. During the benefit activation period, no interest will accrue and no late fees or Plan fees will be billed to your Account.
- If you are not completely satisfied, you'll have 30 days after enrollment to cancel and receive a full refund of any Plan fees paid. Of course you may cancel your enrollment in the Plan at any time and for any reason. We will cancel your enrollment if we close your Account for any reason or if the Plan is ever discontinued.
- Enclosed is an Amendment to Cardmember Agreement that fully explains the benefits of this Plan. There are eligibility requirements, conditions, and exclusions that could prevent you from receiving benefits; refer to Sections 2-11.

*Please note that only the Primary Cardmember can be enrolled in the Plan. Payments may be deferred for 6 months for Leave of Absence and Business Hardship, 4 months for Life Events (birth or adoption of a child, marriage or domestic partnership, divorce, retirement, change of primary residence, experiencing a natural disaster, or death of a Covered Person), 1 month for a Payment Holiday (if you incur a household, medical, transportation, or education expense of \$50 or more, or for one of three Federally recognized holidays: New Year's Day, Memorial Day, or Labor Day), and up to 2 years for all other Qualifying Events. To qualify for Involuntary Unemployment and Leave of Absence benefits, employment is required. You must resume making your minimum monthly payment when the Deferral Period has ended. This optional product is not required to obtain credit and your decision to purchase this product is not a factor in Chase's credit approval.

To confirm that you have received this Summary of Benefits and Disclosures for the Chase Payment Protector Plan, please sign and date below, and return this acknowledgment in the enclosed, pre-addressed envelope.

Chase always strives to provide its customers with the highest level of satisfaction and service. If you have any questions about the Chase Payment Protector Plan, please contact us at 1-888-314-4371, Monday through Friday between 8:00 a.m. and 10:00 p.m., Eastern Time; or Saturday between 10:00 a.m. and 5:00 p.m., Eastern Time.

Regards,

Chase Plan Administrator

P.S.: Please return your signed acknowledgment today!

My signature below acknowledges my enrollment or my Authorized User's enrollment in the Chase Payment Protector Plan and that I have read the Summary of Benefits and Disclosures set forth in this letter.

Signature

Date

BK10CCPA.DOC

1/08

1388519750

3



Real people are protected right now.

"One thing we did not have to worry about was paying my husband's credit card bill ..."

"Recently my family returned home to Phoenix after a short vacation in New York. As we prepared to drive our daughter back to college the next morning, we discovered we had a flat tire. My husband changed the tire, took it to be fixed, and then I received the 'I've got good news and I've got bad news' call. The flat was fixed but we absolutely had to replace two other tires if we wanted to safely make the 300-mile round-trip. This additional expense was certainly unexpected. One thing we did not have to worry about was paying my husband's credit card bill later that month. We contacted the Payment Protector team and his next scheduled payment was deferred! Within 48 hours, there was a note on his Account indicating 'Payment Protector Activated.' It was simple!"

— R.M.T., AZ

**Need to activate your protection?
Just call 1-888-314-4371.**

CHASE 

FBOTESTM
PA

Relax.
Your account is covered.



**No payments.
No interest.
No late fees.**

Chase Payment Protector Plan

Please keep this information for future reference.

CHASE 

If you experience a Qualifying Event, it couldn't be easier to activate the Chase Payment Protector Plan. Call 1-888-314-4371.

Hospitalization or Disability—Up to 2 years

A major illness doesn't have to damage your credit rating on this account. When covered by the Chase Payment Protector Plan, you can request a payment deferral if you are hospitalized for at least one overnight stay. If, as a result of an injury or illness you find yourself disabled, unable to work for at least 30 consecutive days, if at all, you may also qualify. You may not be able to prevent illness or an injury, but you can make the ordeal easier by deferring your payments for up to two years.

Involuntary Unemployment—Up to 2 years

Layoffs. Involuntary termination. General strike. Serious words for serious situations. Fortunately, if you lose your job, you can count on the serious protection of the Chase Payment Protector Plan. Call us to request a deferment.

Military Reserve or Guard—Up to 2 years

If you serve in the military reserves or the National Guard, you've made a commitment to serve your country. The Chase Payment Protector Plan makes a similar promise to serve you if you're called to active duty for more than 30 days. You may be able to defer your payments for up to two years during your active duty.

Leave of Absence—Up to 6 months

You may find yourself taking an unpaid leave of absence from your job for a variety of reasons. The Chase Payment Protector Plan is willing to work with your needs. While you take time off from work, you may be able to defer payment on your Chase credit card for up to six months.

Business Hardship—Up to 6 months


If you own your own business, then you know how satisfying—and difficult—it can be. If you find yourself in tough times from fire, flood, or legal challenges, you can let the Chase Payment Protector Plan relieve some of the pressure. You may be able to defer payment on your account for up to six months.

Life Events—4 months

Marriage. Birth or adoption. Divorce. Retirement. A new home. These are just some of the events many people may face over the course of their lives. If you find yourself going through such changes, the Chase Payment Protector Plan can help you when your expenses are likely to increase. You may be able to defer your payments for four months.

Payment Holiday—1 month

A home repair, unexpected travel costs, medical bills, or extra education expenses—all of these can affect your regular monthly budget. That's why the Chase Payment Protector Plan can let you take a Payment Holiday to make your expenses a little easier to handle. Life may surprise you, and the Chase Payment Protector Plan can help you through.



You can continue to use your Chase credit card up to the credit limit when you are in deferral and no Plan fees will be assessed.

**Don't worry about your account.
The Chase Payment Protector Plan will be there for you.**

Enjoy your peace of mind.

You're enrolled in the Chase Payment Protector Plan.



Your Account Ending In:

Date of Enrollment:

Monthly Rate:

89¢ per \$100 of your
ending monthly statement
balance each month
unless you cancel

In stressful times, activating your
protection is no hassle at all.
Just call 1-888-314-4371 and
make no payments on your
Chase credit card for these
following Qualifying Events:

Congratulations on your wise decision to purchase the Chase Payment Protector Plan. Your Chase credit card account is now covered by this Plan.

Welcome to protection.

Welcome to the security of the Chase Payment Protector Plan. You now hold in your hands the answers to frequently asked questions, details about your new coverage and more. Should you find your life changed by one of the many Qualifying Events, you can choose to defer your minimum monthly payments due on this Account for up to 2 years. In case of your death, up to \$25,000 of your Account balance may be cancelled. If you are not completely satisfied with the Chase Payment Protector Plan, you may cancel your enrollment at any time by calling 1-888-314-4371, and if you cancel within the first 30 days, you get your money back—guaranteed. If you decide the Plan is not for you, please contact us to see if there is a different plan that may better suit your needs.

The Plan protects real people like you.

Now that you're covered by the Chase Payment Protector Plan, you can breathe easier, like one of our customers, who writes:

My wife and I recently experienced two momentous, life-changing events. We welcomed our first baby, and I accepted a new job. With these changes came a host of additional expenses. Thankfully, one thing we did not have to worry about was paying our credit card bill. As a Payment Protector Plan customer, I called them to activate my Life Events benefit. The representative was very helpful and my credit card payments were deferred! My wife and I were both very grateful.

—K.A., NY

The future is unpredictable. Your credit won't have to be.

You can never tell what will happen in the future but when it comes to your Chase credit card account, you don't have to worry about it. You are eligible for a Deferral after being enrolled in the Plan for 30 calendar days. If you need to request a Deferral, it's as easy as calling us at 1-888-314-4371 and a Plan representative will be happy to assist you. And while your payments are on hold, your Account will not accrue any interest charges or late fees and you can continue to use your card up to the credit limit. Now you can rest easy knowing you are always prepared.

Sincerely,

Deb Walden
Executive Vice President
Customer Experience
Chase Card Services

Please keep these materials for future reference.

Hospitalization or Disability	Up to 2 years
Involuntary Unemployment	Up to 2 years
Military Reserve or Guard: Call to Duty	Up to 2 years
Leave of Absence	Up to 6 months
Business Hardship	Up to 6 months
Life Events (Moving, Natural Disaster and more)	4 months
Payment Holiday	1 month

FBOWEL41

Have questions about the Chase Payment Protector Plan?

We have answers.

Q: Who is covered by the Chase Payment Protector Plan?

A: The Primary Cardmember, Higher Wage Earner in Household, Authorized User, and Spouse or Domestic Partner.

Q: I need to defer my payments under the terms of the Chase Payment Protector Plan—how do I do that?

A: Activating your protection is simple. Call 1-888-314-4371. We will verify your situation over the phone and send you forms to complete and return in the next 30 days. Please call as soon as possible, because your payment deferral begins only when we have been notified—any delay may shorten the length of your deferral.

Q: How soon after I enroll can I request a payment deferral?

A: You are eligible for benefits after 30 days of enrollment, should any Qualifying Events occur.

Q: May I continue to use my card during a payment deferral?

A: Absolutely. You can use your card up to your credit limit and pay no Plan fees during deferral.

Q: How will Plan fees be billed?

A: Plan fees will be charged to your Chase credit card Account monthly, at the rate indicated on the reverse side of this letter. No Plan fees will be charged for any billing cycle during which there is no ending statement balance.

Q: What if I change my mind?

A: You may cancel your enrollment at any time, and for any reason. If you do decide to cancel, please call 1-888-314-4371. If you choose to do so in the first 30 days of your enrollment, we will credit you for the Chase Payment Protector Plan fees you have been charged.

Q: Are there any restrictions to the Plan benefits for unemployment?

A: Yes, a Self-Employed Person may not qualify for Involuntary Unemployment (Amendment 2) or a Leave of Absence (Amendment 5); however, a Self-Employed Person may request a Deferral for a Business Hardship. If you are retired (or retire while enrolled in the Plan) you will not qualify for involuntary Unemployment or Leave of Absence; however, your payments may be deferred if a Spouse or Domestic Partner, an Authorized User, or Higher Wage Earner in your household becomes Involuntarily Unemployed or takes a Leave of Absence.

Q: Can I qualify for cancellation if someone else dies?

A: A Balance Cancellation is available only in the event of the Primary Cardmember's Death or Accidental Death. However, in the event of another Covered Person's death, you can defer your payment for four months.

Q: What is the Balance Cancellation Feature?

A: Balance Cancellation may cancel your outstanding Account balance, up to \$25,000, in case of the Primary Cardmember's death. For the first ninety (90) days after your enrollment date, you may be eligible for a Balance Cancellation in the event of your "Accidental Death" only. After the ninety (90) day period, you may be eligible for a Balance Cancellation because of your "Death".

Q: What is the difference between "Accidental Death" and "Death"?

A: "Accidental Death" means the Primary Cardmember's death that (a) is directly due to an accidental injury that occurs after the enrollment date; (b) is independent of all other causes, except accidental injury; and (c) is unintended, unexpected, and unforeseen. "Death" means the Primary cardmember's death, which results from any cause except war or act of war (declared or not) or act of terrorism. For complete details, please refer to Section 11 of the Amendment to Cardmember Agreement.

To request Chase Payment Protector Plan benefits or for questions, please contact the Plan Administrator at 1-888-314-4371, Monday through Friday between 8:00 a.m. and 10:00 p.m., Eastern Time; or Saturday between 10:00 a.m. and 5:00 p.m., Eastern Time.

Dear _____

RE: _____

Thank you for purchasing the Chase Payment Protector PlanSM. Please familiarize yourself with the following Benefit Summary and Disclosure.

Benefit Summary and Disclosure

The optional Chase Payment ProtectorSM Plan allows you to temporarily suspend your duty to make minimum monthly payments for up to 2 years* if you, your spouse or domestic partner, an Authorized User of your Account, or a Higher Wage Earner in your household experience:

- Involuntary Unemployment
- Hospitalization or Disability
- Leave of Absence
- Business Hardship
- Life Events
- Payment Holiday
- Military Reserve or Guard Call to Duty

COST OF PLAN: The optional Chase Payment Protector Plan costs 89¢ per \$100 of your ending monthly statement balance. It will be conveniently billed to your Chase credit card each month, unless you cancel. When you do not have an ending monthly statement balance, there is no charge.

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PAY NO INTEREST OR PLAN FEES: During a period of suspension, the obligation to pay principal is only suspended, but no interest or Plan fees will accrue to your account. In some circumstances, debt may be cancelled. While your payments are suspended, you are still required to pay any past due and over limit amounts. You may continue to use your Chase credit card up to the available credit limit.

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BALANCE CANCELLATION: If the primary Cardmember dies more than 90 days after the Plan is purchased, the outstanding Account balance, up to \$25,000, may be cancelled.

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30-DAY REVIEW PERIOD: If you are not completely satisfied, you will have 30 days to cancel the Plan and receive a credit of any Plan fees billed. You may cancel anytime by calling 1-888-314-4371. We may cancel the Plan for any reason.

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Only you, the primary Cardmember, or an Authorized User acting on your behalf may purchase the Plan. You must resume making your minimum monthly payment when the suspension period has ended. To qualify for Involuntary Unemployment or Leave of Absence benefits, employment is required. There are eligibility requirements, conditions and exclusions that could prevent you from receiving benefits under the Plan, including limitations for some people who are self-employed or not working; you'll find a complete explanation in Sections 2-11 of the Amendment. This plan is not required to obtain credit and your decision whether or not to purchase this Plan is not a factor in Chase's credit approval; nor will it affect the terms of any existing agreement you have with Chase.

* Payments may be suspended for 6 months for Leave of Absence and Business Hardship, 4 months for Life Events (birth/adoption/legal guardianship of a child, marriage or domestic partnership, divorce, retirement, change of primary residence, experiencing a natural disaster, or death of a covered person), 1 month for a Payment Holiday (if you incur a household, medical, transportation or education expense of \$50 or more, or for one of three holidays: New Year's Day, Memorial Day, or Labor Day), and up to 2 years for Involuntary Unemployment, Military Reserve or Guard Call to Duty, Hospitalization or Disability. Please keep a copy of this disclosure for your records.

To confirm that you have received this Benefit Summary and Disclosure for the Chase Payment Protector Plan, please sign and date below, and return this acknowledgment in the enclosed, pre-addressed envelope.

Chase always strives to provide our customers with the highest level of satisfaction and service. If you have any questions about the Chase Payment Protector Plan, please contact us at 1-888-314-4371, Monday through Friday between 8:00 a.m. and 10:00 p.m., Eastern Time; or Saturday between 10:00 a.m. and 5:00 p.m., Eastern Time.

Regards,
Chase Plan Administrator
PS: Please return your signed acknowledgment today!

My signature below acknowledges my enrollment or my Authorized User's enrollment in the Chase Payment Protector Plan and that I have read the Benefit Summary and Disclosure set forth in this letter.

Signature

Date

EXHIBIT 3

Statement for account number:

New Balance \$597.27 Payment Due Date 09/10/08 Past Due Amount \$0.00 Minimum Payment \$12.00

CHASE

Amount Enclosed \$ Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

35714 DEX 222806 C
DAVID M KARDONICK



CARDMEMBER SERVICE
PO BOX 84014
PALATINE, IL 60064-4014



⑆500016028⑆ 48131400261602⑆

Continental
Airlines

Statement Date: 07/19/08 - 08/18/08
Payment Due Date: 09/10/08
Minimum Payment Due: \$12.00

CUSTOMER SERVICE
In U.S. 1-800-329-8262
Español 1-888-448-8308
TDD 1-800-953-6080
Outside U.S. call collect 1-302-594-8200

MASTERCARD ACCOUNT SUMMARY Account Number

Previous Balance \$1,806.37
Payment, Credits \$1,800.00
Purchases, Cash, Debits +\$880.41
Finance Charges +\$11.48
New Balance \$697.27

Total Credit Line
Available Credit
Cash Advance Line
Available for Cash

ACCOUNT INQUIRIES
P.O. Box 16298
Wilmington, DE 19860-8298

PAYMENT ADDRESS
P.O. Box 84014
Palatine, IL 60064-4014

VISIT US AT:
www.chase.com/mastercard
PAINES

CONTINENTAL ONEPASS MILES REWARDS SUMMARY

Double Miles earned from Continental 0
Miles earned from other purchases 878
Total Miles earned this statement 878
Total Miles transferred to Continental 878

Log onto continental.com for more information
about your OnePass account and program
benefits or to book travel.

Thank you for using your Continental Platinum MasterCard. Use your card for all your purchases to earn OnePass Miles that can be redeemed for award travel on Continental Airlines and its SkyTeam partners. And remember, you'll earn Double Miles for Continental flights booked directly with Continental, and at other participating Double Miles merchants - so the Miles really add up!

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount	Credit	Debit

08/18

PAYMENT PROTECTOR 1-866-814-4371

4.69

This Statement Is a Facsimile - Not an original

X 000001 F800008 C 4

08/18 11 2 10 08/09/08

Page 1 of 2

08/08 MAR 3AA 25614

228100000400002561401

Statement Date: 07/19/05 - 08/19/05
 Account Number:

FINANCE CHARGES

Category	Daily Periodic Rate 29 days in cycle	Corresponding APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	FINANCE CHARGES
Purchases	V .07806%	28.49%	\$507.49	\$11.49	\$0.00	\$11.49
Cash advances	V .07806%	28.49%	\$0.00	\$0.00	\$0.00	\$0.00
Total finance charges						\$11.49

Effective Annual Percentage Rate (APR): 28.49%

Please see reverse side for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category. The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

IMPORTANT NEWS

Dine your way to 5,000 extra bonus OnePass miles! Spend \$150 or more at OnePass Dining restaurants in Aug or Sep 2005 and you could earn 1500 extra bonus miles, in addition to the up to 10 miles you normally earn. Registration required: onopass.rewardsnetwork.com/upio3000

Earn 7,000 OnePass(R) miles for each new Nextel phone you purchase (and activate by August 31, 2005). And with Nextel's Free Incoming Plan your incoming calls are always free from anyone. From any network, at any time. Call 688-785-5753 or go to www.nextel.com/continental for terms and conditions.

Introducing a new way to earn double miles - Avis(R)! Any car rentals you make at participating Avis locations with an eligible Continental Airlines Credit Card will earn you double miles. Visit www.avis.com to make on-line reservations and start earning double miles today.

Earn OnePass(R) miles faster- add a Cardmember to your account at no additional charge! It's easy- simply call the Cardmember Service phone number on your statement to add an authorized user to your account, and a card in their name will be mailed to you shortly.

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