#### 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,

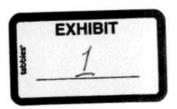
V.

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.

- 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 paymentprotection-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.

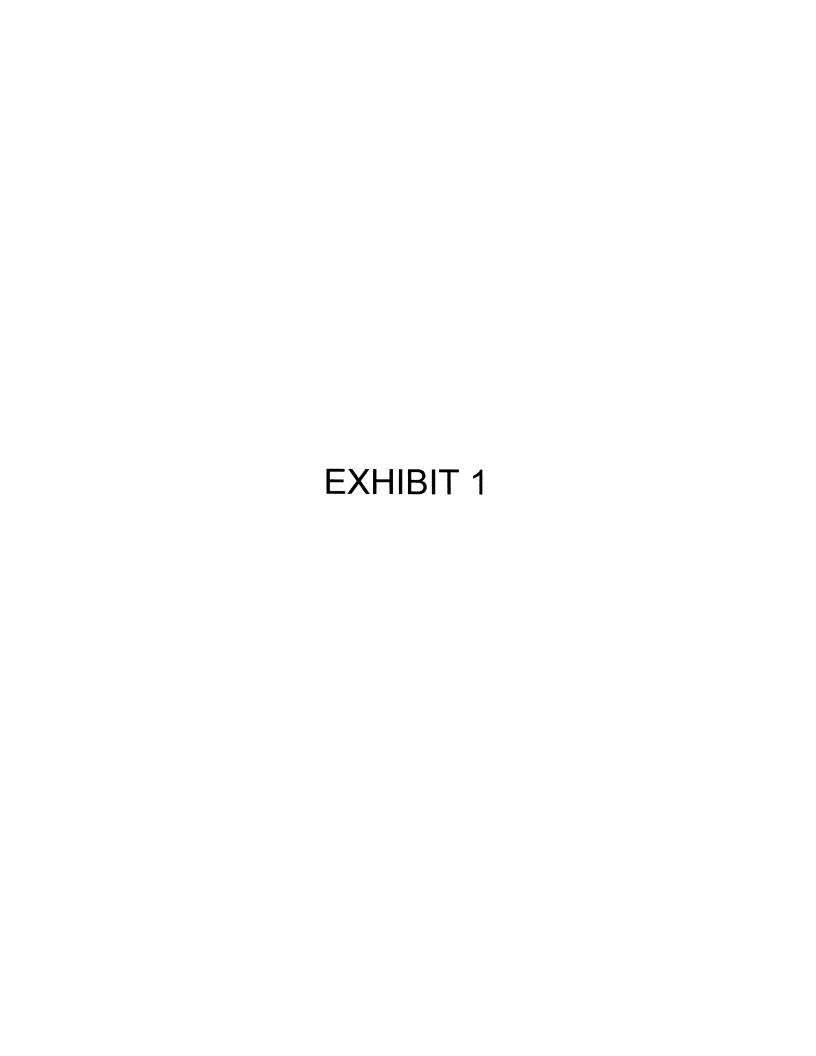
- 22. Plaintiffs' counsel also requested information relating to the number of cardmembers who were not approved for benefits because they were self-employed or retired. According to Chase's record, only a tiny percentage of claims were denied on the ground that the cardmember was self-employed or retired. 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 26, 2011.

Marc Fink



#### 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.

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.

- "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.
- "Deferral" (c) 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
- "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).
- "Deferral Period" means the time that your Account is in Deferral status.

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- "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.
- "Minimum Monthly Payment Due" means the least amount you must pay as shown on your billing statement.
- "Self-Employed Person" Covered Person who is the sole proprietor (sole owner) of his/her business provided the Account was established for personal, family or household use.
- "Spouse" means someone to whom you are married and resides in 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.
- "We," "us," "our" means Chase.
- "Your" (m) "You" and means cardmember who is obligated to repay the balance on the Account; if there is a cocardmember 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.

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; 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, hospital, chiropractic OF acute 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. 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	f a deferment for:
		Involuntary Unemployment, Hospitalization, Disability, or Leave of Absence	Life Events or Payment Holiday*
Waiting Period from the end of a deferment	Involuntary Unemployment, Hospitalization, Disability, or Leave of Absence	90 Days**	30 Days
for:	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

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- 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.
- 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.
- 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

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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.



- 4.3 Verification, After the Initial phone call, we will send you a verification form and a last of any other concurrents you must extern? You must extern the your mast respond with all realized incurrentation within the spealified therefore the clientimal with the appealing of the charterine of your Charterina will not be approved, it complyones, it heightlization of Dissollity position, and in the Charterina evidence of contributed or the contributed active only during the Deferral Period. Life 'Event' Business Headally, and Payment Holiday Deferrals will only require the initial verification indicated in Saction 3.1. You are responsible for any third party costs associated with verifying your eligibility for Deferral, such as physician charges. We have the fight to request other documentation that is satisfactory to us.
  - Limited Beneitle for Redired Cardinembers. If you are retired (or received with employing the paper paper property in molumby United by your may questly when a Covernol Person may quality you for a Quality you for a Quality with or large of Absence as a result of their involuntary Unemployment or Leave of Absence as long as all the Plan requirements as no mol.
- 3.5 United Benafits for Sait-Employed Cardinantiers. As a self-employed employed Parson, you may qualify for all banefits except for Involuntary Unemployment or a Leave of Chestine unless you can demonstrate that you are a salaried employee of a corporation and payroil taxes are paid for you; however, a Covered Person may quality 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.
- 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 Deferrats. Please refer to the chart below: 9.6

To the baginning of a deferrasm for:

		incourtary Unemployment, Hospitalization, Disability, or Laine of Attention	L. Uh events or Paymed Holiday*
Wing period (rom the and of a	Irrohantsy Unemployment, Hospitalization, Bleabilly, or Leave of Absence	90 bays**	30 Days
ment for	Life eyests or Paymand Hollony	Ji Baye"	30 Days

- Only one (I) deferment for Peyment Heliday is permitted in each calendar year. Confixonus employment or disability requirements may be settisfied during the shorty (80) day walting period.
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  10.179-20ferral The Qualifying Event must take place after the data
  10.179-20ferral. The Qualifying Event word to entreatily in the
  Qualifying Event. You must conflict be to meet all sast your millimum
  must by gaven due (including past due amounts) on your Account
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10.2 Conditions During Defenral Period. During your Defenral Period, you will not be required to make your minimum monthy payment due and interest Charges and Plan fees will not account on the balance on your Account. You can continue to use your Account after you have been granted a Defenral. If during usu. Defenral Period. the Latenger on Your Account exceeds your careful limit you will be rectured to now the over limit amount and any traited tass on your Account, if you periopsis in a program that provides for a fixed ayamment than option during your Defenrals Period, such befarress will be inconsead as a regular Purchase for that lealance and port to your Account at your applicable interest charge and other terms. Please note that your thed payment pricing will not be relixation will not be relixation of entity.

- the attention of Defend Ends. The Deternal Period will end upon the earliest constructors of the following (6) you each the applicable maximum length of your Defense Period, (6) your field to demonstrate confinition at alpility of your Challenge Detern William the appellial inferturer, (6) your file for bankunging, (6) we discover that you of the Cheesed Person Inferithously inserposements for its any information periodized production of the Cheesed Person Inferithously inserposements for its any information due requirement and the inferest Aringings and challenge Demonstrate due requirement and the inferest Aringings 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 Prunoforal Balanoss and Rewards Programs. If you have introductory or promortional Privation Presentation False, 64(4) that see being applied to any balanese on your Account during the Deferral, the length of the Mnotatotry or promotional APRs will not be extended as a result of the Deferral busine balances within a control interest Charges during the Deferral Figural Account has a rewards ingramy you will not earn points or almillar rewards withis in Deferral.

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  Catalorisation Described to Your Accidental Death of Death (district Catalorisation below) subject to the qualifications and exclusions below. Selection to your account belance as of the olde of your Accidental Death or Death, up account balance and the district and additional particular and accidental particular and present an expension of the particular and proposable for the remaining halance. Catalorisation for Accidental Death or Death will be granted during the life of the Account.
- 11.2 Dualifications for a Balance Cancellation. For the lirst ininety (90) days after via enfoldment data, your may be slightle for a Balance Cancellation in the event of your Accidental Death only. After the ininety (90) day pariot, you may be elighted for Balance Cancellation because of your Death. "Accidental Death" means your death that (a) is directly due to an accidental injusty mate occurs after the another and the course after the another in the part of the independent of all other causes, except accident in the scholar lifety and uniforesen. "Death" means your death, which results from any cause accept war or set of war (declared or not) or act of terrorism.
- 11.3 Exclusions. Your death is nut an Accidental Oceth, if it results in whole of in part from it plantioned by infantionally add-infinited highly (to disease or treatment of disease, or any medical treatment unless for the treatment of an accidental injury, of infanction, unless the infaction is a cinear result of an accidental fourty (6) the use of alcohal or other introducants; (e) the use of early devig, seachtive or narcodic, unless than by your as prescribed by all incensed Displaint; (i) participation in a rid or commission of an assessinger or retown member on a regularly actedited commercial airling; (f) war or act of war (desired commercial airling; (f) war or act of war (desired commercial airling; (f)) war or act of war (desired or not) or act of terrorism.
  - Qualification; for Balance Cancellation. To quality for Balance Concellation because of your Acidentian Dente to Death, a legal representative of your estale must contact the Plan Administration within one (1) year of the date of your Acidental Death or Death, A windredue from Willie provided traintaints broughed and rethread to the Plan Administrative along with a certified death certificate. The Plan Administration may also request additional documentation.
- 11.5 Tax Considerations. Cancellation of all or a part of the outsharding because may be backed income; but our leave any questions, you should contact a qualified tax advisor concerning the fax impact of a Balance Cancellation through the Pan.

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We reserve the light waves any of the negulerneerts described in the Amendment to the tool discretion. However, if wer do so, we will not the Amendment it out to be obligated to wavel we same negulernent in any other intension or first any other cardinamber of Account, and our watver of use or more requirements will not constitute a walver of any other requirements.

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- Change of Tanns.
  We may being the terms of this Amendment at any time, but the changes We may be tange the second to the changes will not take effect until after we have provided written notification to you and provided you with a reasonable opportunity to cencel your enrollment without penalty before the changes to hip affect.
- 14. Enrollment Cannellston.

  You or was made your enrollment in the Plan at eary time and for any view or was acreed your enrollment in reason. If your Account is closed by us for any reason, your enrollment in reason. If your enrollment is the Plan will entantiated by the canneled without notes if you enrollment a debt insuspanient program, your enrollment in the Plan Intelligistry. If you canneled to beziers, you must contain the Plan Intelligistry. If you cannel your enrollment with thing folly called the Plan Intelligistry. If you or was well enformers your for Plan Intelligistry in the Cannellment in the Plan, this Amendment is terminated and all eighting for further and current Deleting and Blattone Cannellation requests well cases as of the date your enrollment in the Plan. This Amendment is the minitated and all eighting for further and current Deleting and Blattone Cannellation requests well cases as of the date your enrollment in the Plan Intelligent.
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    I you voiduratify discay gour Account, your enrollment in the Plan will
    confine ulitess you encel. Plan feas will be bligat for as long as there
    is an outstanding Account belance. If you does your Account for any
    resease during a Definal Period, you must contact the Plan Administrator to
    confine your Peterral. ij
- The mouthly fee for the Plea is calculated by multibying each one huntrad oblians (RT) of your ending monthly addiment balance by SDBS. The maximum Plear les per mouth it is based on an ending monthly statement balance to greater than SES,000. The mouthly Plear les is billed to your Account and will be shown on your monthly statement.
- Gardmennbor Agreement All purplicing 6 you's Agreement remain in flui force and effect, in the event of a conflict, between your Agreement and this Amendment, the terms of this Amendment Will govern. Ľ
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- reservance are communication. They have people for beautiful to all they have questions or want be apply for beautiful, you should contact the Pear Administration, thinking at 1-888-94-4371 beauties 600 can. and 1-800 p.m., Wondey through Fiday, Eastenn Time, or Saburday, Choo Ca.m. to SGO p.m., Esternn Time, except for facear balletings. Written conrespondence and other documents should be sent via U.S. mail transcription. They are should be sent via U.S. mail transcription. They have should be sent via U.S. mail transcription. This Amendment shall be governed by applicable Faderal law and regulation. To the extent not superraded by Federal law, the law of the Stee of Delaware shall apply.



# CHASE PAYMENT PROTECTOR PLAN AMENDMENT TO CARDMEMBER AGREEMENT

# TERMS AND CONDITIONS

PLEASE READ THIS AMENDMENT ("AMENDMENT") CAREFULLY SO THAT YOU WILL BE AMARE OF THE REQUINES, LIMITATIONS, EKCLUSIONS, CANCELLATION FOUNDSTONS, AND FEES OF THE CHASE PAYMENT PROTECTOR PLAN ("PLAN").

THIS IS AN AMENDMENT TO YOUR CARDMENBER AGREEMENT ("AGREEMENT") THAT IS AN THE CHASE AMSTERCAPED OR IN SIGN ACCOUNT ("ACCOUNT") THAT IS COVERED BY THE PLAN, THE PLAN MAY NOT BE AMALABLE IN ALL STATES, THIS AMENDMENT IS IN EFFECT AS OF YOUR ENROLLMENT DATE IN THE PLAN.

- 1. Chiese Payment Protector Plan Product Description.
  Chase Peyment Protector Plan is no otional disettle of syot Chase Bank USA, Changa Abang Christonal Association ("Chase") Account and the monthly fee is based on your exident pnouthly stease") Account and the monthly fee is based on your exident pnouthly statement balance (the bacties on your United Statement). This Anneadrement describes the speecific obcurrectances under which you may be able to delar your inhalmum monthly payment due or canned livery out substanding behaviour, in the instance of the diserral Period, but with or the Statement of the diserral Period, but and confined to the Your Account. You may also be eligible for a Blaance Chancellation on your Account, up to an ancientum of \$55,000, for your Accidental Death or Death. All capitalized terms in your Agreement.
- \*Authorizat User\* means any person that is reflected in our records, and "Authorizat User" means any person that is reflected in our records, and "Authorizat User" means are o-cardiamher or Authorizat User and the ard. You will only be sigilled for one (1) Defense been issued a condit read. You will only be sigilled for one (1) Defense per Qualifying Event seen if an Authorizad User of you you could not a second or and a person means in such a Authorizad User of you you could not be your flourschold.
   "Useferral" means the tumporary asspendion of you duty to make your Minimum Monthly Psyment Dus A Deferral does not reduce the balance you vore. While your Minimum Monthly Psyment Dus A Deferral does not reduce the balance you vore. While your Minimum Monthly Psyment Dus A Deferral does not reduce the balance you vore. While your Minimum Monthly Psyment Dus A Deferral does not reduce the balance you vore. While your Minimum Monthly Psyment Dus A Deferral but is suspended, no interest Charges of Plan Fees will accrose on your Account, the preliation of your voer. While your Minimum Monthly Psyment User of Deferral period\* means the time that your Account is in Deferral status.
   "Deferral Period\* means the time that your Account is in Deferral status." (c) "Deferral period\* means the time that your Account is in Deferral status. (c) "Deferral period\* means the sine months and sign is of older with whom you are lagely married to anyone sies of the other following parties sprustation to densite perferral period or local government, you will only be eligible for one (1) Deferral per or local government, You will comple with the employment income will compact your employment frome with the employment income will compact your employment status will be defined be one of the other Household member at the time of or immadalisty before a Qualifying Event. You will complete Event seen for oil of betarning between the performance of the other Household will only be eligible for one (1) Defe
- "Aquasehold" means people who regularly occupy the same residence as you and tave the same permanent residently address as you. "Minimum Monthly Payment Due" nears the least amount you must pay as shown on your billing statement. =

- O "Self-Employed Person" means a Covered Person who is the sole propietive (sele overed of heline truenas provides the Account was established for present, family of household use.

  (\* "Sprouse"-means someone to whom you are martine and residue in your Household. War will only be eligible for one (1) Defarra per Cacilifore Event even if a Sprouse is also an Authorized User or Higher Hege Earna. The Sprouse is also an Authorized User or Higher Hege Earna. The man and the search man and the cardinative who is obligated to repay the bulance on the Account; if there is a co-cardinamber on in Account, then the cardinamber whose name appears first on the bulling statument, but does not mean Covered Persons or guaranture of the Account. εĒ
  - 1.2 General Defarral, Balancia Cancelledico, and Eligibility Requirements.

    (a) Defarral requests will only be considered for Culcilifying Events that begin while you are enrolled in the Reia and continue at the fine of your request for a Defarcal. PLEASE WINTEY THE FLAM ADMINISTRATING YOU ARE WINTERSON AS PRESENT.

    (IV) THE SEGMETT PRACE AND THE THE MACHINE DEFERRALS WILL WOY DEFARRALS WILL WOY BE REALINED THE WINTERSON AS PRESENT.

    FOR DEFARRAL WINTERSON TO BE ADMINISTRATIVE OF THE WINTERSON AS PROFITED FOR THE WINTERSON AS PROFITED FOR THE WINTERSON AS PROFITED FOR THE WINTERSON TO BE ADMINISTRATIVE OF THE WINTERSON TO BE ADMINISTRATIVE AS A CANADISTRATIVE OF THE WINTERSON THE
    - 1.3 General Limitations and Exclusions, Your Account must be open, not pest due, and credit limit and not restricted from use to quality for a Deferral. The date of the Qualitying Event must be after the date of your errollment in the Plan, you must be enrobled at the time you request a Deferral, and your enrollment must have been uninterrupted from the date of the Qualitying Event until they be quality. Until your Account statement reflects that you duality. Until your Account statement reflects that you have been gantled a Deferral, you must continue to make at least your minimum monthly powerfully including past due encums). Limitations and exclusions apply for promotional balances and rewards programs; please refer to Section 10.4.
- reconstantly Unemployment. You may be eligible for a Deferral reconstantly Unemployment. You when Unemployment because of Involutinary Unemployment. Instructional Unemployment Income does to me of the eligible Unemployment income due to me of the eligible of the Instructional Instruction of Instructional Instructional Instruction of Instructional Instructional Instruction of Instructional Instructional Instructional Instructional Instruction of Unemployment Instructional Instructional Instructional Instruction of Engineers of Instructional Instruction of Instructional Instructional Instruction of Instructional Instruction of Instruction of Instruction of Instruction Instruction of Instruction 2. Involuntary Unemployment.
  - ? Ourallications tor Deferral. To quality for a Deferral, the Covered Person Terral than the way are an confinencies of employed for at least 30 hours per verset (filesen (16) hours per verset if you are a student during the 90-day pariod precading the invitationary Unamphorymant, and the 90-day pariod precading the invitationary Unamphorymant, and the seasorant, (5) must quality for atta unemployment benefits or eight up with a recognized employment agency before you will be granted a

- deferment, and (c) continue to meet these qualifications during entire Deferral Period. A Self-Employed Person may not qualify for st unemployment benefits and may not be eligible for this Deferral.
- 2.3 Deferral Period. The maximum length of your Defenral Period. The whorkingth Unminighment is terroth-dure [24] months. No Account may be in deferment for more than thereby-foor (24) consecution months. During your Deferral Period, you. must showe confinied, equalification for Involutilaty Unemployment. Please refer to Section 9 for the specific notice, verification, and wealting period requirements that you must satisfy.
- 3. Hospitalization or Disability.

  3. Hospitalization or Disability with many be sligible for a Defenial Hectures of Hospitalization or Obsidity. Hospitalization means a Converd Person is admitted to a Hospitalization means a Converd Person is admitted to a Hospitalization from the many many mental medical and most the insulation of the second mosting. Hospitalization for the second mosting readers of the propriettly of the second mosting mosting and substantial duties of his/her occupation for at least thirty (30) consecutive days and is under the confinuous treatment of a licensed physician, or (i) not galantily employed and unable to perform all normal days activities of a person of like age at sex for at least thirty (30) consecutive days and is under the confinuous treatment of a licensed physician, who will weithy the same as described in this Amentinent. Physician means a porson (other than you or stamity membre) licensed by a star of luttled States to the late of the practicing medicine within the scope of such license.
  - Qualifications for Deferral. To quality for a Deferral a Covered Person must be hospitalized for at least one (1) overnight stay or disabled for at least thirty (3d) consecutive days.
- Exclusions, You will not be eligible for Hospitalization or Disability if (a) the data of the Covered Percent's Hospitalization or the date the covered Ferson in broad Disabiled is prior to this date you enfoil in the Plan or (i) the Covered Person has a previous Betierral for the same or related medical condition.
- 3.4 Deferral Period. The maximum length of your Deferral Period. The maximum length of your Deferral Period for each Hospitalization to Othebility is westig-four (24) consecutive months. If a Useality—or Hospitalization is from a causes instand to a prior Qualitying four, 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 say in a Hospital during a conteactive 30-day period four will then be eligible for one (1) additional month Deferral after a Covered Person has conditioned. You will then be eligible for one (1) additional month Deferral after the shape of the standard standard of the period may be confinued. However, your that combined Deferral Period may be confinued. However, you that combined Deferral Period may be confinued. However, you that combined Oberral Period may be confinued. However, you that combined obtained Period may be confinued. Each variification from must be provided. Each variification from must be completed by a hypicalizen confinued. Seed variification from must be completed by a hypicalizen four these specific nuclear verification, and walking period requirements that you must eached.
  - 4. Milliary Reserve or Guard: Call to Duty.
    4. Milliary Reserve or Guard: Call to Duty. You may be eligible for a
    4.1 Milliary Reserve or Guard: Call to Duty.
    "Milliary Reserve or Guard: Call to Duty" means a Covered Ferson
    is a vivy qualified member of the United States Milliary or National
    Grado on active reserve status.

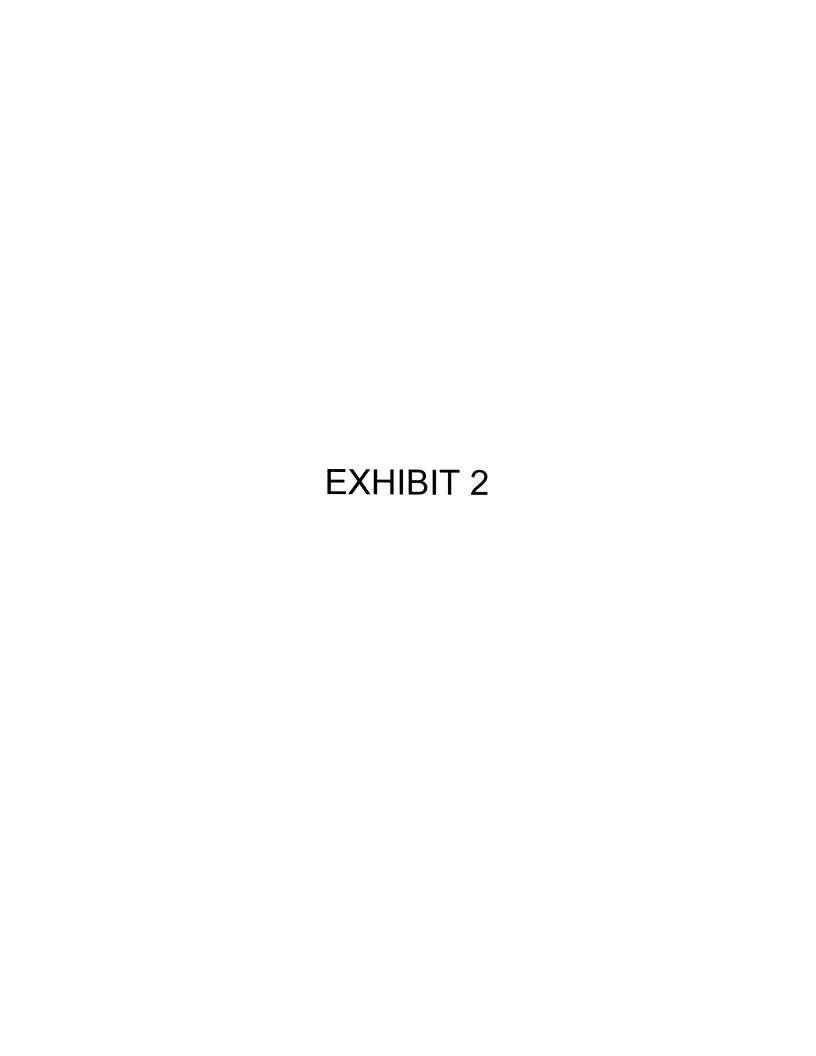
- Oparifications for Deferral. To quality for a Deferral due to Military Pesenve or Chart. Call to Duke, scheenly Prescrimisch have been called to active duty in the United States Helitary or Nedironal Grean Reserve for greater than 30 days. We may nequest a copy of the military orders indicating that the Covered Person has been called to active duty.
- Deferral Period, The mexhrum length of your Deferral Period for a Miltary Reserve or Guart Call to Didy is whenly-faur (24)-incodits. Account may be in deferment for more than 'twenty-date' (24) consecutive months. Please refer to Section 9 for the specific bridge, verification and yealthing partod requirements that you must salisfy.
- 5. Leave of Absence.

  5.1 Leave of Absence. You may be aligible for a Deterral because of 5.1 Leave of Absence. \*Leave of temporment without pay for a Covered Person. The following are examples of occurrences that do not qualify as a Leave of Absence. \*Leave of Absence. \*Leave. \*Leave of Absence. \*Leave. \*Leave.
  - 5.2 Dualifications for Defenral, To quality for a Defenral due to a Leave of Absence, et al. Sourced Persons muttet have been continuously employed by someone other than themselves or another member of thair Household for at least 30 hours per weak (fifteen (15) hours per weak (fifteen) (fifteen) hours per weak (fifteen) (fifteen) hours have been granted an unpaid, Leave of Absence form way to the leave, at 5.5 Deferral Period. The maximum langth of your Deferral and Absences is set (6) nonthits, No Account may be in deferment for more than herwischer (15) consecutive months. Please refer to Seachen 3 for the specific mitidax, welfication, and waiting period requirements that you must satisty.
- 6. Life Event.
  6. Life Event.
  6. Life Event.
  The Event. means a Covered Person's (a) mentage or domestic
  Tuffe Event. means a Covered Person's (a) mentage or domestic
  partnership; (b) birth, adoption or court appointed legal guardianship
  ed achie (c) birther; (i) relinement (b) shaqed op of primary residence;
  (i) experiescing a netural dissatter; of (b) death of your Sourse or
  Domestic Partner, an Authorized User, or a Higher Wage Earner.
- 6.2 Qualifications for Defenral. To quality for Defenral due to a Life Event, you must, notify the Plan Administration within one (i) year of the covered Life Event and you may be required to provide sedistrictory seldinar such as except of (a) a manifage ordificate; (a) a bitty certificate, adoption speake, a fearly of the manifage ordificate; (c) is bitty certificate, adoption speake, a fearly guardianship documentation; and indicating reference; (b) a supplied provides the part and accommendation; as as goined base, real states on promision and provides a required for host as a signed base, real states of providing the provides a present, or a best of hosts you apperenced at least five hundred dollars (\$500) in damages by your realizance or proof that your hand adoption; literative influence in unhinabitable, or or other proof that you have been directly infracted by a facerably declared metural disaster, c. (g) a death contitiont.
- Defenzal Peziod, The maximum, langth of your Deleanal Period for a Ulf Event Is four (4) months. No Account may be in delement in most them twenty-four (2) consecutive months. Please refer to Section 9 for the specific notice, verification, and waiting period requirements that you must set[55].

- If Business Herretha, You may be eligible for a Deferral because of a Baintees Hersthip means the Self Employed Penant's Dutinese Incation has address one (1) of the following sensits; they properly of they mental to a self-tend one (1) of the hundring sensits; they haven to the business (because RSOG) as a result of a fire or flood; (2) a studiown of the business (becaudin for still sensit for a fire or flood; (2) a studiown of the business (becaudin for still sensit for a fire or flood; or (5) the Self-Employed Person has been sued in cancellant with the business. Flood interest single yealth due to overflow of I latent or fidal vedere or unusual and replace accommission or runoif of surface waters from any sources.
  - e Qualifications for Deferral, To qualify for a Deferral due to a Business Hardship, profety for inventory diange, Hardship, profety for property or inventory diange, Hardship, profety for the business closing may be required. To qualify for a Deferral due to a knowing against the business, copies of the filled summons and compilaint may be required.

Deferral Period. The length of your Determal Period for a Business Hardah putells is all profits. Only one (1) Business Hardah Deferral will be granted during any one (1) calendaryser. No Account may be deferred for more than kerwy-four (24) consecutive months. Please refer to Section 9 for the specific rotice, verification, and waiting period requirements that your needs statisty.

- 8. Payment Holiday. You may be eligible for a Defenral based on & T. Payment Holiday. Then the Holiday Payment Holiday. Payment Holiday means we will allow you a Defenral for one (if) mentit for use of the three (3) Federal Holidays listed, below or, in the svent a Coverad 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.
  - A. 2. Cuelifications for Deferral. To qualify for a Payment Holiday, you must onlyft the Plan's Administrative within one (1) year of the Covered Person's Incurred (a) household expense; (b) Haraspordston expense. For a Payment Holiday and reading to New Year's Day (Jamusy 1). A Remorial Day, or Labor Day, you must totifly 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 sastistatory poor that the Covered Person incurred an expense in the form of a reselpt, contract, till of service, or travel tilnerary.
    - Defenzal Penfod, Only one (1) Payment Hollday Defenzal will be grached, cluting any one (1) Cendendar year. No Account may be in defenment fortained than Nenth-four (24) consecutive months. Please state to \$8-action 8 for this specific notice, verification, and waiting period nequiraments that you must satisfy.
- 9. Request for a Defarral. We require that you notify the Plan \$1.1 Motics Requirement. We require that you notify the Plan Adminisherbir, as some as possible, of a Charend Petron's Involutiary. Unemployment, Hospitalization, Disability, Military Reserve or Guard: Call to Duty, Laave of Absence; Life Event, Buhmes Hardship, or Payment Holiday, Rejunative Differrals will not be granted and any delay in notification may shorten your Deferral Pediod.
  - 9.2. Provisional Deferral. When you call to request a Deferral, you will be asked deferment whicher a Covernel Persons is allobifer that the 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 [1 (6) this information you initially provided is taken in any warp, (b) a Coverad Person does not quality for a Deferral; (c) you'tall to return the verification forms within the specified timerfarme; or (d) the Account is past due or over the credit limit.



## CHASE 🗘

#### 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

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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

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

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.

You are eligible for benefits after being enrolled in the Plan for 30 calendar days,

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.

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.

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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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:	Atter	I	enroll,	can	1	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.

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

CHSPPQDL.DOC-0805

#### 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.).

Duting any period in which your determent 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 determent 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 cardinember'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.

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 retund period expires (See Section 18).

- 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:
  - 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 (lifteen (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 determent 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 determent 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 determent 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:

- a. Qualifications. To qualify for a Hospitalization or Disability determent, you must meet the notice and verification requirements described in Section 9. In addition, you may be eligible for a determent 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 determent for an occurrence of Hospitalization or Disability is twenty-four (24) months. No Account may be in determent for more than twenty-four (24) consecutive months. You must meet certain requirements between benefit activations (See Section 16).
- 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:

5.

- 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 forleiture 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).
- Deferment Because of a Life Event: You may be eligible for a determent 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.
  - 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:
    - Birth or Adoption of a Child -- a copy of the birth certificate or adoption papers, or other legally recognized documentation.
    - Marriage or Domestic Partnership a copy of the marriage certificate, or other legally recognized documentation.

- 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 (exc flood, hurricane, tomado) 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.
- 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:
  - Qualifications. To qualify for a Payment Holiday, you must incur a covered household expense (ex: repairs, home improvements, or maintenance), medical expense (exc 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 determent 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).
- 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:

- Qualifications. The requirements for Qualifying Peison(s) appear in Section 12. In order to qualify, you must meet the notice and verification requirements described in Section 9.
- 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).
- 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 delault 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 delement 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.
    - 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.
  - 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. <u>Provisional Deferments and deferments are subject to your continuing eligibility for the benefit.</u> 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.
- 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; il 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 quality you for one determent per occurrence.

- 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.
- 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 determent per occurrence. To qualify you for a determent, 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 inflimity 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.
  - 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: Il 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 lollowing the month in which we receive your notice of cancellation. We may require you to confirm your cancellation to the Plan Administrator in writing.
- 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.
- 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.
- 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 O

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

With this Plan, should you, your Spouse or Domestic Partner, Authorized User, or Higher Wage Farner (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.

You are eligible for a Defenral after being enrolled in the Plan for 30 calendar days.

In the event that you ever need to request a Deferral, simply call 1-888-314-4371 and a Plan Representative You may cancel your enrollment at any time, and if you cancel within the first 30 days you will receive a full

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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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 white 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.

BKIPPOPADOC

### CHASE O

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.

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 Duly, experience a covered Life Event, or take a Payment Holiday, you will 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 Please note that only the Primary Cardinemoer can be enrolled in the Plan. Plants may be deferred for a 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 murchase this product is not a feature of Chang's gradit approach. 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	
Signantra	
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Employed Person' means a Covered Person who also (cole owner) of his/her business provided the / sahed for personal, family or household use.

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6. Life Search

2.2 Considerations by Delarat. To quietly her Delorat due to a Life Event, you man notify the Tean Admissioner within case (1) year of the conversed Life Event and you may be registed to provide a subsociory welforce sevent as a copy of (a) is musting an afficiate (b) to both or active or advocior pepers. (a) the delorar octries or court order of converse, (b) a their from the earth-per-induction preferences (b) earth-per-induction, such as a signed tasts, and statis purchase preparently, or case of trust (b) to commentation indicating that us a materi of a network desirating of control of trust (b) to commentation indicating that us a materi of a network desirating of control of trust (b).

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4.3 Debrail Pariod. The maximum langth of your Debrail Pariod for a Millary Reserve or Geardt Coll to Day is twenty-boar [24] manifes. No Account Ray he in debrames for more than twenty-bur [25] consecutive months placed in the Section 9 for the specific motion, writtenian, and waiting period requirements that you must safety.

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8.2 Confinations for Debrail. To qualify for a Payment Holding, you must apply the Pass Administrator within one (1) year of the Conword Personic Incursed (a) household exposure), by Interforming expenses (in indicate expenses, or (e) extraction expenses, for a Payment Holder guildry to the Year's Day (January). It wenthink Day, or Luss Only, you must neithy the Pass Administration believe or mining the month of the holding you seed in pool that the Control Person tourned an expense in the form of a monthly control, this of service, or larvel thousens.

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of the United States Alleany or National Guard on active reserve status.

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7. Business Hardality.
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erparienzad at leust fine hundred dollus (\$500) in damages lo your residenza ur proof that your residence is untabaltuste, or whit proof bul you how but in dambly impossed by a ledause) declared reburk disaster, or (a) a destin curificals.

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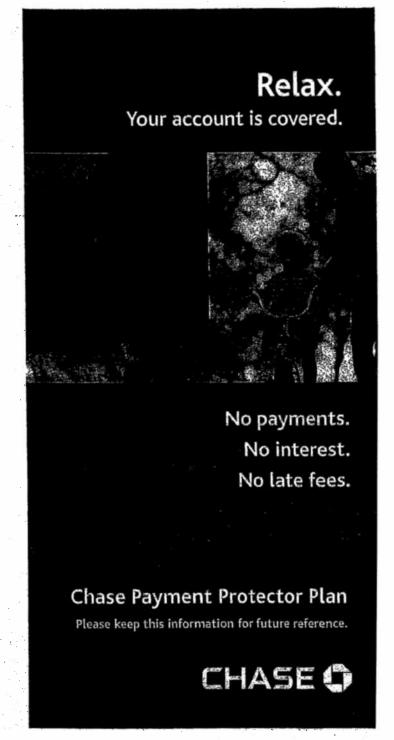
Real people are protected right now.

"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.' — R.M.T., AZ It was simple!"

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

> > CHASE O



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**FBOTESTM** 

## 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.

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.



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:

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

## Have questions about the Chase Payment Protector Plan? We have answers.

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Æ.	AALIO 12	covered	by the	Chase I	Pavment	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.

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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:	•
<ul> <li>involuntary Unemployment</li> <li>Hospitalization or Disability</li> <li>Leave of Abserice</li> <li>Business Hardship</li> <li>Life Events</li> <li>Payment Holiday</li> <li>Military Reserve or Guard Call to Duty</li> </ul>	
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.	- Formatted: Font color: Auto
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.	Formatted: Font color: Auto
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.	Formatted: Font color: Auto
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-	·· Formatted: Font color: Auto

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.

4371. We may cancel the Plan for any reason.

\* 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, <u>please sign and date below, and return this acknowledgment in the enclosed, pre-addressed</u> 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

- 9.3 Verification. After the initial phone call, we will send you a verification from and a list of any other documents you must subent You must respond with all required documentation within the specified timefrante or your Deferral will not be approved. At our request, you must confine to verify that the hackmary Unemployment, Hospitalization or Disability paissis, or the Deferral Pariod. Use Event, Basinose Hospitalization of Deserving and Pervirent Holiday Deferrals will may require active day during the Deferral Section 6.1. You are responsible for any third party costs associated with vertifying your disposition for the party costs associated with vertifying your disposition for any third party costs associated with vertifying your dispositive for any third party costs dependent changes. We have the right to request other documentation that is settisfactory to us.
  - Limited Benetits for Related Cardinentiers. If you are retired (or nearly while while mortaled in the Pally, you may opply the abendits except for involuntary Unamployment or Leave of Absences Towever, at Covered Person may quality you for a Qualifying Event as at result of their involuntary Unamployment or Leave of Absences so long as all the Plan requirements are met. 4.6
- United Benetits for Self-Employed Centinembers. As a self-employed employed employed armyologist or a Laster of Absence unless you can demonstrate that you are stated employed of a composite of a compo requirements are met. er)
- Walting Periods Between Deforments. There is a walting partod and cartain requirements their must be most beyoner the chart below. between the following Deformals. Please rafer to the chart below. 9.6

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		inveluntry themologinari, Hospitalization, Usandity, or Leave of Absence	Like events or Payment Holiday
		Walking peachod from the	defensent for:

- Only one (1) deferment for Payment Holiday is permitted in each calender year.
   Continuous employment or disability requirements may be satisfied during the naisy (90) day walking period.

10. Deferral Period.
10.179-06farral. The Qualifying Event must take place after the date of enrollment in the Plan, and you must be currently in the Dutlifying Event. The must conflue to make at least your infinitum monthly payment due (including past due amounts) on your Account until you are notified that you have been granted a Deferral.

10.2 Contillons During Deferral Perfoct. During your Deferral Perfoct, you will not be required to make your unknimum monthly payment due and interast Charges and Plan fees will not accuse on the bearnes on your Account. You can't be required to reserve you Account after you will be required to acted to Deferral. If claring voice Deferral Perfoct his balance, on your Account access your credit limit, you will be steudited to any late your all full amonitar and any taking less on your Account, if you participate in a program that provides for a face apyment term option auting your Deferral Perfoc, such balances will be processed as a regular Purchase for that balance and post to your Account at your applicable interact charge and other terms. Please note but your five of powers thrage and be interact before the payment prices will be preferred before the payment prices will be preferred by the processed and performed the payment prices will be preferred by the payment prices will be printed by the payment prices will be printed by the payment prices will be preferred by the payment prices will be printed with your Deferred Perfor determined.

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  - I Pornotoral Balances and Rewards Programs. If you have inhoductory or promodural Annual Percentages Rates (APF) that are beling applied to any balances on your Account cutring the Defental, the length of the inhoductory or promodional APPs will not be extended beingth of the inhoductory or promodional APPs will not be extended the another the Defental but worth belances will infinite acrule infarest Charges during the Defental. If your Account, this is rewards program you will not earn points or similar rewards while in Defental.
- 11. Balance Cancellation Death.
  11.1 Balance Cancellation Death. You may be eligible for a Balance Cancellation because of Your Abdefinal Death or Death (defined below) subject to the qualifications and exclusions below. Balance Cancellation, mensu fast you will receive a centraliation of Your account balance as of the date of Your Account balance exceeds the \$25,000 maximum Balance Cancellation of Your Account balance exceeds the \$25,000 maximum Balance Cancellation of Your Account balance exceeds the \$25,000 maximum balance. Cancellation benefit, your extend will be represented for the remaining balance. Only one () Balance Cancellation the Accidental Death or Death will be granted during the life of the Account.
  - 11.2 Qualitzations for a Balance Cancellation. For the first inhaly (90) days after your enruliment date, you may be eligible for a Balance Cancellation in the event of your Accidental Death only. After the ninety (90) day partid, you may be eligible for a Balance Cancellation because of your Death. "Accidental Death" means your Ceath that eligible for a Balance Cancellation because of your Death. "Accidental Legenth" means your Ceath that enrollment date; (b) is independent of all other causes; except accidental injury and Is unificatively unexpected, and unforseen. "Death" means your death, which results from any causes except war or act of way (declared or not) or act of terrorism.
- 11.3 Exclusions, Your death is not an Accidental Death, if it nesults in whole or in part from 60 intendional Set-inficient high; (p) Glessas or treatment of disease or any matical treatment unless for the treatment of an accidental influy; (c) Infection, unless the infection is a direct result or in accidental influy; (c) Infection, unless the infection of the influence of the use of action of other influence is of the use of any drug, seather or marcitle, unless them by you are prescribed by a licensed, physician; (i) participation in a ring or commission of an assault or follong; (ii) fight in an actual, unless a fare paying passenge; or draw member on a regularly scheduled commercial airline; (ii) war or and of war (declared or not) or and of terrorism.
  - i Qualification for Behance Canceletion. To qualify for Belanics consciousidation, because of your desiderable Death of Death, a legal representative of your estate must content the Plan Administration within one (1) year of the date of your Accidental Death or Death, A widefact northwise the providential masts be completed and refurned to the Plan Administrator along with a certified clean the Plan Administrator along with a certified clean the 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 standed income tour seates. If you inside any questions, you should contact a qualified tax advar conseming the tax impact of a Blance Cancellation through the Plan.

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  We researched in Version and of the noquirements described in the funnations at each screeding leavest, if we do so, we will not be collegated to wake the same requirement in any other attackon or for any other centered for the centered for the conditions or processing the walver of one of more requirements will not constitute a waker of any other requirements. Change of Terms.

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- 14. Enrollment Cancellation.

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  - Continuation of the Plan after Account Classing.

    If you voluntatify design syour Account, your enrollment in the Plan will conditue unjess you cannot be the feet will be blied for as long as there is an outsteanding Account belance. If you close your Account for any reason ching a polema, Planton, you must contact the Plan Administrator to continue your Determal.
- Plan Fees.
  The manyly fee for the Plan is calculated by multiplying sach one hundred orbits (\$\$100) or your ending monthly statement balance by \$0.89. The maximum Plant fee par monthly becaused man ending monthly statement balance no greater than \$\$5,000. The monthly Plan fee is billed to your coccust and will be shown on your monthly statement.
  - Gardmember Agreement. All providents of your Agreement ramain in full force and effect, in the event of a comflet between your Agreement and this Amendinant, the farms of this Amendinant will govern. K
- Governing Law.
  This Almentment shall be governed by applicable Federal law and
  regulation. To the extent and supersched by Foderal law, the law of the
  State of Delaware shall apply. æ
- Questions/Plan Administratio.

  If you have questions overwith to apply for benefits, you should contact the Plan Administrator, sub-free, at 1-288-544-4371 between 6x10 a.m. and 1000 p.m., Manday through Philay, Eastern Time, or Saturday, 1000 a.m. to 500 p.m., Basham Time, soverp for the blanch holidays, Whiten correspondence and other documents should be sent wit U.S. mail. to chasse Plan Administrator, P.O. Box 979020, Miam, Horida 23197-9020. ei Si

# CHASE

Cháse Bank USA, N.A.

# CHASE PAYMENT PHOTECTOR PLAN AMENDMENT TO CARDMEMBER AGREEMENT

# TERMS AND CONDITIONS

PLEASE READ THIS AMENOMENT ("AMIBNOMENL") CAREFULLY SO THAT YOU USE AWARE OF THE REQUIRED CHARGELATIONS, EXCLUSIONS, CANCELLATION PROVISIONS, AND FEES OF THE CHARE PAYMENT PROTECTOR PLAN").

- THIS IS AN AMENDMENT TO YOUR CARDMENBER AGREEMENT ("AGREEMENT") FOR THE CHASE AMSTERGONE ON 1878 ACCOUNT ("ACCOUNT") THAT IS COVERED BY THE PLAN THE PLAN MAY NOT BE ANALUBLE IN ALL STATES THIS AMENDMENT IS IN EFFECT AS OF YOUR BINDULMENT DATE IN THE PLAN.
- 1. Chase Payment Protecture Plan Product Description.
  Chase Payment Protecture Plan is no otheral attention style and season characteristic of your Chase Bank USA, National Association ("Chase") Account, and the monthly fee is based on your endinging monthly statement balance (the balance on your billing statement). This Arnendment describes the specific offcurndsances under which you may be able to defer your relational monthly payment due or cancelly your outstanding balance, in the instance of a Cuballying Event, you may be able to Geter your relational consistenced for Cuballying Event, you may be objected by a Country of the Country of th

- 1.1 General Datafuldons.

  (a) "Authorized User means any person that is reflected in our records, plot-the Datafulong Event as a co-cardinamber or Authorized User and tissue a carect eart." van in an Authorized User also a Higher Wage Earner or Spouse or Domestre Partner.

  (a) "Coverent Person" means you, your Spouse, your Domestre Partner, an Authorized User of your Account, or the Higher Wage Earner in your Account, or the Higher Wage Earner in your Authorized User of your Account, or the Higher Wage Earner in your while your Millinum Monthly Payment Oue is suspended, no Millinum Monthly Payment oue is suspended, no where the Datafulor you one. Willie your Millinum Monthly Payment Oue is suspended, no helman Allering Person or Guert Call to Duy, Leave of Absence, Life Event, Business Hardship, or Payment Holiday (as defined in this Americand).

  (b) "Domestip Partner means (ii) a preson or Guert Call to Duy, Leave of Absence, Life Event, Business Hardship, or Payment Holiday (as defined in this Americand).

  (c) "Destify, Alliary Reserve or Guert Call to Duy, Leave of Absence, Life Event, Business Hardship, or Payment Holiday (as defined in this Americand).

  (g) "Domestip Partner" means (ii) a preson or Guert Call to Duy, Leave of Absence, Life Event, Business Hardship, or Payment Holiday (as defined in this Americand).

  (g) "Domestip Partner" means (ii) a preson or guert person for your Household for at least &t (g) consecutive months, and neither the person nor you are legily married to anyone and secure of the supplement of anyone legily or comment or your Household who are a new or extending means to its a domestic partners purson the proprent in means another means to define defined or one (1) Deferrat per Onliny and Domestic Partner (1) Payment per or Spouse or Domestic Partner (1) Deferrate per or Spouse or Domestic Partner (1) Deferrate or Spouse or Domestic Partner (1)

- (i) "Self-Employed Parson" means a Covered Person who is the sobe proprietor (sele owner) of tables business provided the Account was established for personal, family or household use.

  (s. "Spouses" means accomment to whom you are marked and residues in your Household (violvell only be eligible for one (i) Deferral per Otalilying Perent even If a Spouse is also an Authorized User or Higher Mage Erreic.

  (i) "Yel" use", "Out" means the caudimeter who is obligated to rapy the bulance on the Account, if there is a co-cardinathler on the Account, then the accomment the Account, then the accomment the Account, then the accomment the Account, then the Account of the Account.
  - 1.2 General Defarmal, Balances Conventation, and Eligibility Requirements.

    (a) Defarm Inquests with on the December of Charlying Events that begin while you are enrolled in the Plan and confinue at the line of your request for a Defarsa's PlacEsts WINTY THE PLAN ADMINISTRATION OF A QUALIFYTHE EVENT AS SOON AS POSSIBLE, to SIGNY YOUR Deferral Period. RETROACTIVE DEFERRALS WILL WINT SIGNY YOUR DEFERRALS WILL WINTER EVENT AS SOON AS POSSIBLE, to SIGNY INDUSTRIES WILL WINT SOON US DEFARM WILL WINTER SOON WE PREMISHED WITH A SOON AS POSSIBLE, YOU have statisfied the requirements. Eligibility for each will after you have statisfied the requirements. Eligibility for each will only be accessed your benefit and of the Newton and Control of Sections 2 through 10 of this Amendment, to Balance Saccilledin requests will only be considered to for your Adequate Death of Death. Eligibility for a Balance Cancellition and conditions for receipt of a cancellation and conditions for
    - 1.3 General Unitations and Exclusions, Your Account must be open, not past due, not over the careful final and not restricted from use to quality for a Deferral. The date of the Catalitying Event must be after the date of your enrollment in the Plan, you must be enrolled at the films you request a Deferral, and your enrollment must have been unitationated from the date of the Cualitying Event until the start of the Deferral, Your Deferral begins where you are notified that you quality. Unit your Account statement reflects that you have been granted a Deferral, you must contitue to make at least your minimum monthly payment(s) probuding past due amounts). Limitations and exclusions apply for promordial balances and everards programs, please refer to Saction 10.4.
- Commany Unemployment. You may be eligible for a Deferral Declared of Invalidation Unemployment. You may be eligible for a Deferral Declared of Invalidation Unemployment Engineering Control of the School School School School School School due to row of the schooling as entire loss of employment become involvable transfers by the employer other than termination due to a Covered Person's willful or oriminal misconduct, unlontized shoul dispute, or forbout. The following resemples of coursmanse that do not quality as involutinary Unemployment (a) inclinately refeature of entirement, (b) explainment or of the so income caused by itiess, disease, accident, liquity or pregnancy (although these occurrences may quality for a Desability Deferral as described below). mtary Unemployment. 2. involu
  - ? Qualifications for Defenzal, Toquality for a Defenzal, the Coverad Person for must have been confirmously engiciyed, for at least 30 hours per weak (if you are a student) duting the 90-day period preseding the Involuntary Unemployment, and the 90-day period preseding the Involuntary Unemployment, and the 90-day period preseding the Involuntary Unemployment, and the seasonal (i) must qualify for state unemployment to algo up with a recognized employment agency before you will be granted a

- deferment, and (c) continue to meet these qualifications during entire Deferral Period.A Self-Employed Person may not qualify for si unemployment benetits and may not be eligible for this Deferral.
- I Dalenzi Pentod. The meximum length of your Deferral Period for each instance of involuntary Unengoyment. Is twenty-four (24) months. Mo Account may be in deferment for more, that twenty-four (24) consecutive months During your Deferral Pentod, you must prove confluend qualification for Involuntary Unemployment. Please refer to Section 8 for the specific notice, verification, and waiting period requirements that you must suitsky.
- 3. Hospitalization or Disability.

  3. Hospitalization or Chaebility 'No may be eighble for a Deternal because of Hospitalization or Chaebility 'Hospitalization' relaxed to the because of Hospitalization or the same hospitalization' nears a Coneus Prancon is admitted to a Hospital and must be hospitalization for these to de (I) orentified State Hospital and must be a many and any selected musting, residential drug psychiatric, or hospite sheliky 'Disability' mans, that as a result of an injury or likeness, the Covered Perzon is (i) unable to perform the material and substantial oldies of fisher occupation for at least thinky 300 consecutive days and is under the conditions treatment of a licensed phytician, of (i) not gainfully entityled and unable to perform all normal dally activities of a person of like age or sex for at least thinky (300 consecutive days and is under the conditions treatment of a licensed phytician, who will ventify the same as described in the Amendment "Physician' means a person dotter than your a family immethe libraries by a safety of the state of Miles Sixtes to the text the condition resulting in the request for Deferral and who is practicing medicies within the scape of such license.
  - Qualifications for Deferral. To quality for a Deferral a Covernd Person must be hospitalized for at least one (1) overnight stay or disabled for at least thirty (30) consecutive days.
- 3.3 Ectivators. You will not be eligible for Hospitalization or Disability II (a) the date of the Covered Person's Hospitalization or the date the Covered Person is basided is prior to the date you emed in the Plan or (ii) the Covered Person has a previous Defermi for the same or related medical condition.
- 3.4 Deferral Period. The maximum length of your Deferral Period for each Hespkaltarine or Deshality is whenty-four 24,9 months. No Account may be in deferrant for more than beenly-four (24) consecutive months. If a Disculpty or Hospitalization is from a cases related to a fino Qualifying Period. Will be entialled the a cases related to a fino Qualifying Period. If will be entiable for the same Deferral. Under Hospitalization, you will be entiable for one (1) mentifying an east example for one (1) averaged period para 2 countied one (1) verying and subsequent 30-day period bars a Covered Person has ordinated. You will then be eligible for one (1) additional mouth Deferral stays overnight in a kispital, if a Covered Person is Despide dated being discharged from a Hospital, your Deferral Period may be confilmed. Deferral Period for the Qualifying Event cannot exceed 24 months. After the initial writing for the specific form may be completed by a physician confirmals a Covered Person in Subsequent of the provided. Each verification from mas been furnished subsequent forms from the form of the specific form may be completed by a physician confirmals a Covered Person in Relating period requirements that you must satisfy.
  - 4. Milliary Reserve or Guard: Call to Duty.
    4. I Milliary Reserve or Guard: Call to Duty, tou may be eligible for a
    Deferral because of Milliary Reserve or Guard: Call to Duty.
    "Milliary Reserve or Guard: Call to Duty" means a Coverae Person
    is a fully qualified member of the United States Milliary or National
    Guard on active reserve status.

- of qualifications for Defenral, To qualify for a Defenral due to Military Reserve or Charact Call to Duty, a Cherender Persons must have became to ractio duty in the United States Military or Neithman 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 cuts.
- Defenral Period. The maximum length of your Defenral Period for a Millary Reserve or Guarth Call 10:00ly is swenty-rour (24) months. A because may be in deferment for more than twenty-rour (24) consecutive mentitor. Please stret to Section 9 for this specification, verification and waiting period requirements that you must satisfy.
- Leave of Alssence. You may be eligible for a Deferral because of S. I. Leave of Alssence. Leave of Alssence. Leave of Alssence, Leaver of Alssence, Leaver of Alssence; and the Leaver of Alssence; and prophysical semination of a Dovered Person's amployment contract, (g) estimated semination of an opportunity delitough insees occurrences may qualify for a Dissubility Deferral as described above). 5. Leave of Absence 5.1 Leave of At
  - 6.2 Qualifications for Deferral. To quality for a Deferral due to a Leave of Absence, (a) a Covered Person must have been confinuously employed by someons other than themselves or another member of their Household for at least 30 hours gow week (filtern (15) hours per week) as the not filtern for the filtern for the filtern for the filtern filtern
    - 5.3 Deferral Period. The maximum length of your Deferral Period for a Lasve of Abserva is str. (9) months, No Account may be in deferment for mm their streng-four (24) consecutive months. Rease yellor to Section 9 for the specific natios, verification, and walling period requirements that you make satisfy.
- 6. Life Event.

  6. Life Event.

  6. Life Event.

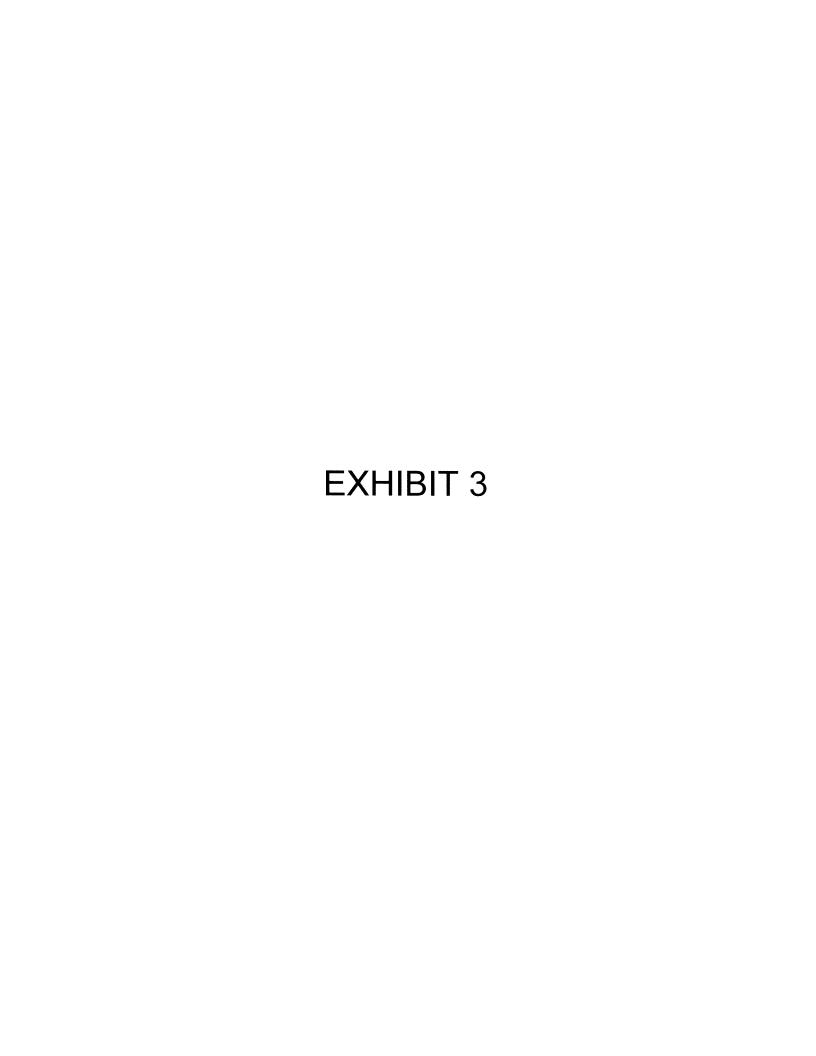
  1. Service and the service of the connection of the co
- 6.2 Distillisations for Deferral. To quality for Deferral due to a Life Event, your must, mutty to Petal Andinishatur within one (1) year of the covered Life Event and you may be required to provide satisfactory eldentner, such as a copy of (8) a marine per entificate, (9) a bitth certificate, adoption papera, or legal quantisms independentials; (6) the divorce decrease or countroted or diverse; (6) the full for the provident per langual (9) and additional per langual (9) and depth certificate) in dates and the hundred colours (\$\$600) in damages to your residence or proof that your have been directly included by a faderally declared habital disease, or (9) a deeth certificate.
- Deferral Period. The maximum length of your Deferral Period for a Life Event is four (4) months. Mo Account may be in deferment or more. Than Wenky-four (24) consecutive months. Please refer to Section 9 for the specific notice, varification, and waiting period requirements that you must safety.

- Is inease Hardship.

  7.1 Bandases Hardship, You may be eligible for a Deferral because of a Business Hardship, "Leastness Hardship" means the Self Employed Peace's business chardship mas authent one (1) of the fullowing sensite is business closed has a standard one (1) of the hardship could be the self the hardship could be a self to the hardship of the sensite (8500) as a result of a fine or floor, (6) a shufdown of the hardship for at sensite the of the self-comployed peace-the days as a result of a fine or flood; or (6) the Self-ciniqued fearship has been sued in connection for at least-fine self-ciniqued fearship with the business. Flood' persons has been sued in connection of titled westers or unusual and rapid acquimisation or nursit of surface walters from any source.
  - Outilizations for Defarral, To quality for a Deferral due to a Business Hendship, photos documenting property or inventory damaga, the report, and/or pool of the business closing may be required. To quality for a Deferral due to a lawsett against the business, copies of the filed, summons and complaint may be required.
- Deferral Panda: The length of your Deferral Period for a Business. Harbiple set & Inarthis. Griw one (1) Business Harbiple Deferral will be granted during any one (1) calendar year. No Account may be in deferment for more than twenty-four (24) consecutive morths. Prease nete to Section 9 for the specific notice, warflection, and walling period requirements that you must satisfy. 33
- \*\*\* Payment Holdagy. You may be eligible for a Datenal based on Ast Payment Holdagy. Payment Holdagy, means we will allow you a Defenat for one (1) month for one of the three (3) Federal Holdage listed below of in this event a Cherele Person Fraus a expenditure of thy oldars (\$50) on more for any of the following masons: (a) household expense; (b) transportation expense; (c) medical expense; ref. 40, education expense.
  - A.2 Cualifications for Deferral. To quality for a Psyment Holiday, you must noilty the Hear Administration Within one 11; year of the Coverage Person's incurred (a) Administration of a person of the coverage (b) medical expenses; of (b) deutedroin expenses. For a Psyment Holiday resisting to New Year's Day (January 1). Memorial Day, or Labor Day, you must noilty the Plan Administrator before or cluting the month of the holiday vus select in order to quality for a Deferral. You may be required to provide existency growd that the Coverag Person incurred an expense of attention of a receipting of a rec
    - 8.3 Deterral Parlod, Only one (1) Payment Holiday Deferral will be granted during any one (1) calendar year. No Account may be in defement for inter than twarty-four (2) consecutive mouths. Please refer to Section 9 for the specific notice, verification, and waiting period requirements that you must satisfy.

      - 9. Request for a Deformal.

        5.1 Nature Requirement. We require that you notify the Plan
        5.1 Nature Requirement. We require that you notify the Person's
        Administrate, as soon as possible, of a Covered Person's
        involuntary Unamployment, Peoplatization, Dissulfity, Millary
        Reserve of Carrier Call to Disky, Lanve of Absence, Life Event,
        Business Herishb, or Payment Holiday, Betzreative, Deformis will
        not be cardied and any delay in notification may shorten your
- 9.2 Provisional Deferral, When you vial to request a Deferral, you will be asked to deferrant whither s Covered Person is regible for the type of Deferral requested. Based on this realization, you may be granted a provisional obserral may be revoked if (a) the information you initially provided is false in say way; (b) a Covered Person does not quality for a Deferral; (a) you'rall to elsum the varification forms within the specified therefore we (c) the Account is past due or over the credit limit.



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Statement Date: 07/19/05 - 06/16/01

FINANCE CHARGES

1 HILLIAM	AL LULI VANA					
Category	Daily Periodic Rate C 29 days in cyclo	enibnoquenoi RAA	Average Daily Balance	Finance Charge Due	Transaction	FINANCE
Catallois	SA GRÂS SI GÂGIO	Arn		To Pedodic Rate	Fée	CHANGES
Purchases	V .07806%	28.49%	\$507,49	\$11,49	\$0.00	\$11,49
Cosh advance	s V.07805%	28,49%	\$0.00	50,00	\$0.00	\$0.00
Total finance charges				•		\$11.40

Effective Annual Percentage Rate (APR):

28.49%

Please see severee side for balance computation method, grace parted, 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 built franche charges - Including transaction less such as eash strance and before terrate free - concessed as a personniance.

IMPORTANT NEWS

Dine your way to 3,000 exits bonus OnePass mileal spend \$150 or more at OnePass Dining resisurants in Aug of Sep 2006 and you could earn 1600 exits benue miles, in addition to the up to 10 miles? you no maily care.

Earn 7,000 OresPass(FQ miles for each new Nextel phone you purchase and activate by August 31, 2003, And with Nextel's

purchase and activate by August 31, 2003, And With Notitate Free Incoming Plan your incoming calls are always free horo anyone, From any notrorik, at any inne, Call 588-783-5736 or go to www.hextel.com/continental for terms and conditions.

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Any car tonials you make at participating Avis locations with an eighte Confinential Avises of roof Conf will earn you double miles, Visit want and continue on the reservations and start earning drafts offer before the

Earn OnePase(FI) miles faster-etcl a Cardinomber to you account at no additional charge! It's usay-simply call the Cardinombor Service phone number on your statement is add an authorized user to your secount, and a card in the name with an entitle in your shocker.

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