

**Case Nos. 11-14538, 11-14796, 11-14797, 11-14888,
11-14891, 11-14896, 11-898, 11-14899, 11-14929**

**IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

TREVOR GRANT, et al.,

Objectors-Appellants,

and

DAVID KARDONICK, et al.,

Plaintiffs-Appellees.

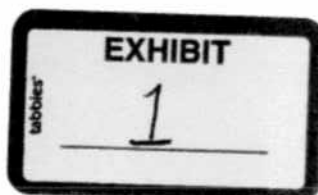
v.

JPMORGAN CHASE & CO., et al.,

Defendants-Appellees.

**ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA, MIAMI DIVISION
Civil Action No. 1:10-cv-23235**

**DECLARATION OF MARC FINK IN SUPPORT OF
DEFENDANTS-APPELLEES' MOTION TO DISMISS
APPEAL NO. 11-14538
FOR LACK OF STANDING**



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

1. I am a Marketing Director of Chase Bank USA, N.A. ("Chase"). My responsibilities include managing Chase's payment protection products, which have been marketed under names such as Chase Payment Protector, Chase Payment Advantage, Account Protection Plan, Total Protection Plan, Account Security Plan, and Account Ease. This declaration is based upon my personal knowledge and my review of Chase's business records.

2. Chase maintains computerized records related to the credit card accounts of its customers. These records include the contracts governing customer credit card accounts, amendments to those contracts, and monthly billing statements mailed to customers. These records were and are made at or about the time these materials are sent to cardholders. It is Chase's practice to make and keep these records as part of its regular business activity.

3. There is no indication in Chase's account records with respect to Trevor Grant that Mr. Grant was ever enrolled in or billed for a Chase payment protection product. In addition, Chase's review of Mr. Grant's monthly billing statements does not indicate that Mr. Grant was ever enrolled in or billed for a Chase payment protection product.

4. Chase's records indicate that Mr. Grant was enrolled in a credit insurance product called LifePlus. LifePlus is not a payment protection product,

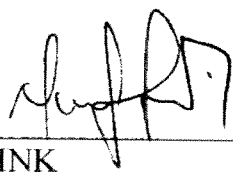
and the benefits available under this program are not provided by Chase. Customers who enroll in LifePlus obtain insurance under policies issued by third-party insurance companies American Bankers Insurance Company of Florida and American Bankers Life Insurance Company of Florida.

5. I understand that Mr. Grant has made three filings in this case. A copy of the settlement objection Mr. Grant filed in the district court is attached as Exhibit A. A copy of Mr. Grant's notice of appeal is attached as Exhibit B. A copy of another filing Mr. Grant made in the district court is attached as Exhibit C. I have reviewed these filings. Nothing in any of these three filings indicates that Mr. Grant was ever enrolled in or billed for a Chase payment protection product.

6. Mr. Grant attached to one of his filings certain materials related to a credit insurance policy he purchased from American Bankers Insurance Company of Florida. (See Ex. C, at 5-14.) These are materials that were sent to Chase cardholders who purchased third-party insurance under the LifePlus program. These materials were not sent to Chase cardholders who enrolled only in payment protection products offered by Chase.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED ON: March 12, 2012

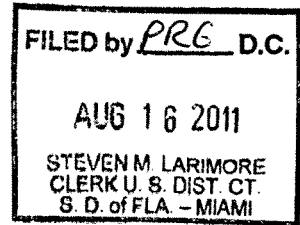


MARC FINK

EXHIBIT A

TREVOR GRANT
PO.BOX 3278
conroe texas 77305
ph 936 537 0883
8.8 2011

kardonick settlement administrator
po.box 280
philadelphia pa 19105 0280
r026 x07



to chase credit card holders who were enrolled in a payment protection product between september 1 2004 and november 11 2010

you may be entitled to a payment under a proposed class action settlement in lawsuit entitled kardonick jp morgan chase and co case no 10 cv 23235 (SD.FLA) ' the plaintiffs allege that chase s credit card business engage in breaches of contract unfair and deceptive practices and other wrongdoing in connection with payment protection products that offer relief from credit debt under circumstances such as unemployment, disability or death chase denies allegations any wrongdoing

i am filing an objection.

chases records indicate that i am a member of the settlement class because i was enrolled in a payment product on a chase issued credit card at some time between 9.1.2004 and 11.11.2010
(3) I AM OBJECTING TO THE SETTLEMENT REGARDING THIS PERSON

I am filing an objection to the exclude yourself from the settlement and receive no money
i am objection to give up any right to sue chase or related parties for any known or unknown claims relating to payment protection products, as more fully described in the settlement
i think the court should reject the settlement

to the u.s.district court for the southern district of florida 400.north miami ave.miami florida 33128
i would like to obtain the full class notice or for more information regarding this case.
kardonick settlement administrator.
po.box 280 philadelphia pa 19105 0280

**TO CHASE CREDIT CARD HOLDERS WHO WERE ENROLLED IN A PAYMENT PROTECTION PRODUCT
BETWEEN SEPTEMBER 1, 2004 AND NOVEMBER 11, 2010**

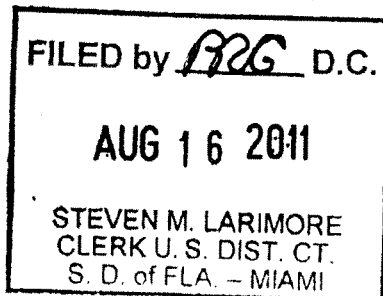
You may be entitled to a payment under a proposed class action settlement. In a lawsuit entitled *Kardonick v. JPMorgan Chase & Co.*, Case No. 10-cv-23235 (S.D. Fla.), the Plaintiffs allege that Chase's credit card business engaged in breaches of contract, unfair and deceptive practices, and other wrongdoing in connection with "payment protection" products—products that offer relief from credit card debt under circumstances such as unemployment, disability or death. Chase denies these allegations and denies any wrongdoing.

Chase's records indicate that you are probably a member of the settlement class because you were enrolled in a payment protection product on a Chase-issued credit card at some time between 9/1/2004 and 11/11/2010. Class members may (1) file a claim for money from the settlement, (2) exclude themselves from the settlement, or (3) object to the settlement. To file a claim, go to www.KardonickSettlement.com or write to the Kardonick Settlement Administrator at the address below. If the settlement is approved, estimated claims payments will be between \$15 and \$60, before administration costs, attorney fees, and legal expenses. **You cannot receive a payment unless your claim is received by 8/8/2011.**

If you want to exclude yourself from the settlement (and receive no money from the settlement), the Kardonick Settlement Administrator must receive your request for exclusion **no later than 8/19/2011** at the address below. If the settlement is approved, all class members who do not exclude themselves will give up any right to sue Chase or related parties for any known or unknown claims relating to payment protection products, as more fully described in the settlement. If you think the Court should reject the settlement, you or your attorney may send a written objection to: U.S. District Court for the Southern District of Florida, 400 North Miami Ave., Miami, FL 33128. Objections must be received **no later than 8/19/2011**. Objectors who send in timely objections may speak about the settlement in Court at a hearing currently scheduled for 9/9/2011. **To obtain the full instructions for excluding yourself or filing an objection, go to www.KardonickSettlement.com or write the Kardonick Settlement Administrator at the address below.**

This is only a summary of the settlement and your rights. To obtain the full class notice or for more information, go to www.KardonickSettlement.com or write to Kardonick Settlement Administrator, P.O. Box 280, Philadelphia, PA 19105-0280. **DO NOT CALL THE COURT, CHASE OR CHASE'S COUNSEL REGARDING THIS NOTICE.**

QUESTIONS? CALL TOLL-FREE 800-220-2204 OR VISIT WWW.KARDONICKSETTLEMENT.COM



Kardonick Settlement Administrator
P.O.Box 280
Philadelphia, PA 19105-0280

**FIRST CLASS
MAIL**

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE
PAID
PERMIT NO. 2323-
PHILADELPHIA, PA



R026X07

*****ALL FOR AADC 773
T933 P1
TREVOR GRANT
PO BOX 3278A
CONROE, TX 77305



EXHIBIT B

TREVOR GRANT
PO.BOX 3278
conroe texas 77305
936 537 0883
9.26 2011 plaintiff,

united states district court
southern district of florida
400 north miami avenue
miami.florida 33128.7716

case.1.10.cv 23235 wmh # 384

DAVID KARDONICK, INDIVIDUALLY AND THE
behalf of all similarly situated and the
general public,

plaintiff,

v.

JPMORGAN CHASE & CO. AND CHASE
BANK, N.A.

defendants.

i am filing on objectin this final JUDGMENT
AND APPELING THIS FINAL JUDGMENT
the court fainness hearing is on fair and just
on september 9.2011 notice of this fairness hearing
been duly given and having giving the us mil the
to be deliverd and review document from the court
or and attorneys i am asking this court for time
not lest than 30 calinders days in orded for all
partis to be represented and up on this finding
i am asking this court for a retrial
and for this court is on improper venue an and
inconvenient forum, 19 and for reason this
settlement shoud be terminated and not be final
approval does not occur then the amended cnsolidated
class action complaint shall be dismissed.
and not final

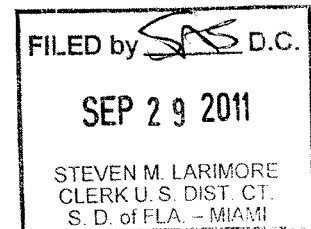
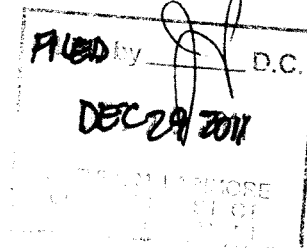


EXHIBIT C

TREVOR GRANT
PO BOX 3278 UNITED STATES DISTRICT COURT
conroe texas 77305 SOUTHERN DISTRICT OF FLORIDA
936 537 0883
12 26 2011



PLAINTIFFS. C.A.NO. 1.10.cv.23235 .wmh

i am filing on objections. and a law suit

v.

DAVID KARDONICK.JOHN DAVID AND MICHAEL CLEMINS.
INDIVIDUALLY AND ON BEHALF OF ALL OTHERS SIMILARLT
SITUATED.

JPMORGAN CHASE & CO.AND CHASE BANK USA.N.A.
AND THE AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA

DEFENDANTS.

PLAINTIFFS.MOTION TO DIRECT OBJECTORS TO POST APPEAL BOND
AND INCORPORATED MEMORANDUM OF LAW IN SUPPORT

INTRODUCTION

LEAD PLAINTIFFS DAVID KARDONICK.JOHN DAVID AND MICHAEL
CLEMINS.ON BEHALF OF THE CERTIFIED CLASS (COLLECTIVELY.
PLAINTIFFS) RESPECTFULLY SUBMIT THIS MOTION AND MEMORANDUM
OF LAW IN SUPPORT

I AS ON OBJECTORS IS REQUIRING TO COLLECTIVELY POST A \$ 35.000
appeal bond in this case the plaintiffs attorneys have not
incoraped the american bankers insurance company of florida
in all its finding and dat is reasen for my objections and my
law suit

the amount of insurance unemployment coverage per insurance
per account is \$ 25.000 and when compounded by 15.000 000
account the amount \$ 2.223.000 000 wort of misstake by lead
plaintiffs and administration base on such finding i am asking
the court to dismiss the requirement of an appeal bond under
appellate rule 7 is left to the discretion of the district
court and the appellate jurisdictionaj in the federal system of
procedure is purely statutory) adsani v,miller.139 f.3d 67.
76.77 (2nd cir.1998) the right to appellate review in
federal court is conferred by statute alone) and is not a law
this case i am asking this court to dismiss the requirement
of on appeal bond or security of any types.

case c.a.no.1,10.cv.23235.wmh

page 2

claimant trevor grant
account no xxxxxxxxxxxxxx 8707
claim number 95873931 on june 22. 2009 this claim was file an
time we have no work and now became unemployed and state dose not
have unemployment for busines owners

voluntary forfeiture of salary.intentional surrendering
of employment income we we/ii.us.and our .american bankers
insurance company of florida.
you ,and,your, the primary insured debtor the person whose
name the accunt is issued in and named in the schedule
who may be referred to as he, his,and him,regardless of gender,

insuring agreements

in return for the payment of premiums we will insure
i.advances made by you to your revolving account
adg139cq.0499

claims

when you or a beneficiary named in your credit insurance policy
fies a claims promptly if the insurance company failes to meet
the claims processing
and payment deadlines in the insurance code and in
the policy you or the named beneficiary has right to collect
18% annual interest and attorneys fees in
addition to claim amount. n 1726.0993

important information about coverage under the texas life.
accident health and hospital service insurance
guaranty associatin for insurers insolvent or impaired
on after september 1.2005.

texas law establishes a system abmistered by the
texas life .accident.health and hospital service insurance
guarant association(the association) to protect texas
policyholders of insurance companies which are members
of the association are eligible for this protection
which is subject to the terms.limitation .and condition
of the association law (the law is found in the texas
insurance code .article 21.28.d.)

if an insurance company violates your rights you have the
right to sue that company in court including small claims
court.with or without an attorney or file a complaint
with the texas department of insurance

you and your beneficiary have the right to reject any
settlement amount offered by the insurance company
if the amount of your insurance coverage exceeds the
loan pag .off .the settlement must include a cash
payment for the excess amount

case c.a.no.1. 10.cv.23235.wmh

page 3

texas and federal law give you certain rights regarding credit disability (also called credit accident and health) and involuntary unemployment insurance this bill of rights identifies your most important rights but it does not include all your rights also there some exceptions to the rights listed here if your creditor seller.agent company or adjuster tells you that one of these rights does not apply to you contact the texas department of insurance

involuntary unemployment benefit we will pay a monthly benefit if your loss of employment not excluded from coverage.or temporary unemployment due to labor disputes.strike.or long as you are not.

a. participating interested in .or helping to finance the strikes or labor dipute,or disqualified from receiving unemployment benefits under the state.s law with regard to your participation in a strike or labor dispute.

my right is violated by the american bankers insurance company of florida

lifeplus

the summary of this insurance

i am asking for a sum of \$ 5.000 .000 in damages for one contractholder regardless of the number of contracts aggregate limit and for \$ 500.000 for court cost and attorney fees plus to restore all credit reporting agances record

case c.a.no.1.10.cv.23235.wmh

EXHIBIT. A

**AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA**

11222 Quail Roost Drive, Miami, Florida 33157 (305) 253-2244

SCHEDULE

PRIMARY INSURED DEBTOR		*AGE	BIRTHDATE	ACCOUNT AND CERTIFICATE NUMBER:	
TREVOR GRANT		42	MO. DAY YR. 06 / / 1966	5222760060228707 B5694CB -0707	
		MAXIMUM AMOUNT OF INSURANCE \$ <u>25,000</u>			
FIRST BENEFICIARY (CREDITOR)		PREMIUM CHARGE PER \$100 PER MONTH			
JPMORGAN CHASE BANK N.A					
THE PREMIUM CHARGE FOR THIS INSURANCE IS BASED ON THE FOLLOWING METHOD:					
_____ Daily Balance		x or	_____ Daily Balance		x or _____ Ending Billing Balance x
Daily Rate			Monthly Rate		Monthly Rate
WAITING PERIOD			MAXIMUM NUMBER OF MONTHLY BENEFITS		
30 DAYS RETROACTIVE TO FIRST DAY OF UNEMPLOYMENT			<input type="checkbox"/> 9 MONTHS <input type="checkbox"/> 12 MONTHS <input type="checkbox"/> UNLIMITED		
THE PRIMARY INSURED DEBTOR WILL BE THE PERSON WHOSE NAME APPEARS FIRST ON THE BILLING STATEMENT.					
UNEMPLOYMENT COVERAGE ONLY COVERS THE PRIMARY INSURED DEBTOR					
EFFECTIVE DATE: MONTH SEE SUMMARY PAGE					

AF9996DQ-0499

**AMERICAN BANKERS LIFE ASSURANCE COMPANY
AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA**

11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

**Consumer Bill of Rights For
Credit Life, Credit Disability, and Involuntary Unemployment Insurance**

AVISO: Este documento plantea sus derechos como asegurado. Usted tiene el derecho de llamar a su compañía y pedirle una copia en español de sus derechos como asegurado.

INTRODUCTION

This Bill of Rights is a summary of your rights and does not become a part of your policy or certificate. The Texas Department of Insurance adopted the Bill of Rights and requires insurance companies to provide you with a copy when they issue you a policy or certificate.

Texas and federal law give you certain rights regarding credit life, credit disability (also called credit accident and health), and involuntary unemployment insurance. This Bill of Rights identifies your most important rights, but it does not include all your rights. Also, there are some exceptions to the rights listed here. If your creditor, seller, agent, company, or adjuster tells you that one of these rights does not apply to you, contact the Texas Department of Insurance at 1-800-252-3439.

This Bill of Rights does not address your responsibilities. Your responsibilities concerning your insurance can be found in your policy. Failure to meet your obligations may affect your rights.

INFORMATION

1. You have the right to call the Texas Department of Insurance free of charge at 1-800-252-3439 to learn more about:
 - your rights as an insurance consumer;
 - the license status of an insurance company or agent;
 - an insurance company's financial condition;
 - the complaint ratio and type of consumer complaints filed against an insurance company;
 - an insurance company's rate as compared to the maximum rate set by the State; and
 - other consumer concerns.
2. You have the right to a toll-free number to call your insurance company free of charge with questions or complaints. You can find this number on a notice accompanying your policy or certificate. This requirement does not apply to small insurance companies.

BUYING INSURANCE

3. You have the right to a written notice clearly stating whether you are required to provide insurance in order to receive credit, and if so, what type of insurance is required.

4. The total cost of credit means the total dollar amount you have to pay during the term of the loan in order to get a loan. Your creditor must tell you in writing the total cost of credit (finance charge) and the annual percentage rate (APR). If your creditor requires credit insurance, then these figures must include the credit insurance premiums.
5. Your creditor and insurance company cannot make untrue, misleading, or deceptive statements to you relating to insurance.
6. You have the right to use other insurance policies instead of buying credit insurance. For example, you can use a term life policy to satisfy the requirement for credit life insurance. If credit insurance is required, your creditor must tell you about this right before your credit transaction is completed.
7. If your creditor offers to sell you credit insurance, you have the right to be told in writing the full cost of the credit insurance before you buy it.
8. If you buy credit insurance, your creditor must give you a copy of your application for or notice of proposed insurance, a certificate, or a policy at the time your loan is made. If you are not given the policy or certificate at the time the loan is made, the insurance company must send you the policy or certificate within 45 days.

The policy, certificate, application, or notice of proposed insurance must include the name and home office address of the insurance company and the amount and term of the policy. The application must also include a brief description of the coverages provided by the policy.
9. The insurance company must use policy forms that have been approved by the Texas Department of Insurance. Rates must also be approved except for:
 - credit life or disability insurance where the term of the loan or other credit transaction is more than 10 years;
 - credit insurance on first mortgages and commercial property loans; and
 - credit life and credit disability insurance which is paid for by your creditor.
10. If the premium for your credit insurance has not been fixed or approved by the Texas Department of Insurance, you must be told this in writing.

CANCELLATION AND REFUNDS

11. You have the right to cancel the insurance policy at any time if you bought optional credit insurance or if you have substitute coverage for required credit insurance. When you cancel:
 - you have the right to receive a premium refund for the remaining policy term if you were charged a premium for the full term of the credit contract. The refund may be credited to your account immediately or when you pay off your loan.
 - the creditor must discontinue the charge if the credit insurance premium is charged monthly on a credit card.
12. Even if your credit card account requires credit insurance, you have the right to cancel that insurance if your creditor changes insurance companies.

Thirty (30) days before the change takes effect, the creditor must give you written notice of:

 - its decision to change insurance companies;
 - any substantial decrease in coverage; and
 - any change in the premium.
13. If you:
 - pay off your loan early; or
 - cancel a policy,the insurance company must calculate your refund using the refund formula set out in your policy or certificate of insurance. This right does not apply if your refund is less than one dollar.

CLAIMS

14. When you or a beneficiary named in your credit insurance policy files a claim, the insurance company must process and pay the claim promptly. If the insurance company fails to meet the claims processing and payment deadlines in the Insurance Code and in the policy, you or the named beneficiary has the right to collect 18% annual interest and attorney's fees in addition to the claim amount.

Generally, your insurance company must approve or deny the claim within 36 days after the company receives notice of your claim (plus the time you or the named beneficiary take to provide requested information) unless the company notifies you or the named beneficiary that more time is needed and states the reason. This additional period of time cannot exceed 45 days.

If the claim is approved, your insurance company must pay the claim within 5 business days after they notify you they have accepted your claim.

15. Even if the beneficiary is not named in your credit life insurance policy, a claim on the policy must be

processed and paid promptly. The insurance company must settle a claim within two months from the date it receives:

- proof of death; and
 - proof that the claimant has the right to the proceeds.
16. You and your beneficiary have the right to reject any settlement amount offered by the insurance company. If the amount of your insurance coverage exceeds the loan pay-off, the settlement must include a cash payment for the excess amount.
 17. If an insurer rejects a claim against your credit insurance policy, you and your beneficiary have the right to a written notice stating the reasons for the rejection.
 18. You and your beneficiary have the right to be treated fairly and honestly when making a claim. If you believe an insurance company has treated you unfairly, call the Department of Insurance.
 19. The credit insurance company cannot deny your claim or your beneficiary's claim because you made a false statement on your application unless the insurance company:
 - proves that the misstatement was material to your risk or actually contributed to the cause of your claim; and
 - notifies you that the contract will not be honored within 90 days of the date the company or its agent discovered the statement was false.

ENFORCING YOUR RIGHTS

20. You have the right to complain to the Texas Department of Insurance about any insurance company and/or insurance matter and to receive a prompt investigation and response to your complaint. To do so, you should
 - call 1-800-252-3439;
 - write to the Texas Department of Insurance, Consumer Services (111-1A), P.O. Box 149091, Austin, Texas 78714-9091; or
 - fax your complaint to (512) 475-1771.
21. If an insurance company violates your rights, you have the right to sue that company in court, including small claims court, with or without an attorney, or file a complaint with the Texas Department of Insurance.
22. You have the right to ask in writing that the Texas Department of Insurance make or change rules on any credit insurance issue that concerns you. Send your written request to: Texas Department of Insurance, Attention: Commissioner (112-1A), P.O. Box 149104, Austin, Texas 78714-9104.

**AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA**

11222 Quail Roost Drive, Miami, Florida 33157 (305) 253-2244

CERTIFICATE OF INVOLUNTARY UNEMPLOYMENT INSURANCE

UNEMPLOYMENT ONLY COVERS YOU. IT IS NOT JOINT INSURANCE.

Disclosure of Guaranty Fund Non-Participation

In the event we are unable to fulfill our contractual obligation under this policy, You are not protected by an insurance guaranty fund or other solvency protection arrangement.

30 DAY RIGHT TO EXAMINE CERTIFICATE

You have the right to examine Your certificate for 30 days. If You are not satisfied, You may return it to Us or Your Creditor for a full refund. When We or Your Creditor receive Your certificate:

1. any payments made for it will be refunded to You; and
2. it will be deemed void from the beginning.

DEFINITIONS

"Benefit" - the greater of: 1) six percent (6%) of The Insured's outstanding balance due on the date of involuntary unemployment; or 2) the scheduled minimum monthly payment due on the account on the date of involuntary unemployment.

"Business day" - a day other than Saturday, Sunday or holiday recognized by the State of Texas.

"Controlling stockholder" - an individual who holds more than 50% of the voting stock of His company.

"Disability" - an injury or sickness which prevents The Insured from performing His or any occupation.

"Effective Date" - the date the Certificate is put in force. It is shown on the schedule attached to the Certificate.

"First Beneficiary Creditor" - The Creditor who will receive the benefits to pay off or reduce Your debt during a claim period.

"In force" - the Certificate is in effect; premiums are paid; and all conditions are met.

"Involuntary Unemployment" - the uncontrollable loss of Your employment from Your employer.

"Labor dispute" - a trade or labor union work stoppage for concessions from the employer which involves more than one person.

"Lockout" - the temporary closing of a place of business or firing of employees to discourage union activities or win concessions by the employer.

"Maximum amount of insurance" - the total amount of insurance We will pay as a benefit during any one claim period.

"Maximum number of benefits" - the total number of benefits We will pay during a claim period.

"Primary Insured" - also called "You" or "Your".

"Retirement" - withdrawal or removal from active employment due to conclusion of working career.

"Seasonal employment" - any occupation which is performed part of the year, every year. The performance of this occupation results in Your being unemployed around the same time each year. Seasonal employment also includes occupations which cannot be performed due to weather or seasonal conditions.

"Self employed" or "Independent contractor" - an individual who agrees to perform certain actions for another and is responsible only for the results, but, not subject to direction of the party hiring Him.

"Strike" - A work stoppage by the employees of an employer to force employers to concede to some demand.

"The Creditor" - the Creditor who holds the Group Master Policy, and to whom the debt is owed.

"Temporary unemployment" - unemployment designed to last six (6) consecutive months or less.

"Voluntary forfeiture of salary" - intentional surrendering of employment income.

"We", "We'll", "Us" and "Our" - American Bankers Insurance Company of Florida.

"You" and "Your" - the Primary Insured Debtor. The person whose name the account is issued in and named in the schedule who may be referred to as "He", "His" and "Him" - regardless of gender.

INSURING AGREEMENTS

In return for the payment of premiums, We will insure:

1. advances made by You to Your revolving account;

2. **Your** revolving account up to the **maximum amount of insurance stated** on the schedule.

The Certificate is subject to the provisions of the Group Master Policy **We** issued to **The Creditor**.

Coverage for one account is limited to the **maximum amount of insurance** shown in the schedule.

The Certificate evidences coverage on **Your** revolving account. It continues as long as there is an open balance in the revolving account(s). Insurance coverage will:

1. cease when **Your** revolving account does not reflect an open balance; and
2. automatically be reinstated when there is an open balance.

PREMIUM CHARGE

The premium charge for **Your** insurance is based on **Your** previous months' balance and is based on one of the following methods:

1. if the charge is per day - the daily rate times each day's balance. The sum of these daily charges during the prior month is then obtained; or
2. if the charge is per month:
 - a. the average daily balance times the monthly rate; or
 - b. the ending billing balance times the monthly rate.

We may change premium rates subject to approval by the Texas Department of Insurance. **We** will notify **You**:

1. within 30 days and prior to the change; and
2. setting forth the revised rates and effective date.

An increase in rates will not be retroactive.

INVOLUNTARY UNEMPLOYMENT PROVISIONS

Involuntary unemployment benefit: **We** will pay a monthly benefit if **Your** loss of employment income results from:

1. an involuntary loss of employment not excluded from coverage; or
2. **temporary unemployment** due to **labor disputes**; **strikes**; or **lockouts**, as long as **You** are not:
 - a. participating; interested in; or helping to finance the **strike** or **labor dispute**; or
 - b. disqualified from receiving unemployment benefits under the state's law with regard to **Your** participation in a **strike** or **labor dispute**.

You must be involuntarily unemployed for more than 30 consecutive days.

What We will pay: **We** will make **benefit** payments:

1. after the 30 day waiting period has been met (benefits will be retroactive to the first day);
2. while the **involuntary unemployment** continues (subject to any maximum benefits payment limitation shown on the schedule, if any); and

3. based on **Your** outstanding account balance on the date of **involuntary unemployment**.

What we won't pay: In no event will the total benefit payments exceed:

1. the **maximum amount of insurance** shown on the schedule; or
2. the **maximum number of benefit** payments shown on the schedule (if any); or
3. the amount outstanding on **Your** revolving account and interest which shall accrue thereon, on the first day of **involuntary unemployment**; or
4. **your** maximum credit limit amount.

The benefit payments will not include:

1. any past due amounts; or
2. any late charges.

When benefits stop: **We** will stop paying benefits when the earliest of the following occur:

1. **You** are not involuntarily unemployed anymore; or
2. **We** have paid an amount equal to the outstanding balance on the date **You** became **involuntarily unemployed**; or
3. **We** have paid the **maximum amount of insurance** shown in the schedule; or
4. **We** have paid an amount equal to **Your** maximum credit limit amount; or
5. **We** have paid the **maximum number of benefits** indicated in the schedule (if any).

Eligibility for benefits: To be eligible for unemployment benefits, **You** must:

1. be insured under this plan at the time of **involuntary unemployment**; and
2. provide proof that **You** are registered with:
 - a. **Your** state's unemployment office; or
 - b. a recognized employment agency.

Upon **Our** request and at reasonable intervals, **You** will give proof of **Your** continuing unemployment.

Registration with **Your** state's unemployment office or employment agency must:

1. begin within 30 days after the date of involuntary unemployment; and
2. continue for the entire period of the claim.

Exclusions: **We** will not pay benefits for unemployment caused by or resulting from:

1. **retirement**; or
2. normal **seasonal unemployment**; or
3. voluntary forfeiture of salary, wages or employment income, unless circumstances surrounding forfeiture do not prohibit **You** from collecting benefits under the state's unemployment law; or
4. a **disability**; or
5. **You** being notified either orally or in writing of pending unemployment or discharge by **Your** employer with 60 days prior to **Effective Date** of **Your** certificate; or
6. discharge by **Your** employer for cause, such as

**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE
TEXAS LIFE, ACCIDENT, HEALTH AND HOSPITAL SERVICE INSURANCE GUARANTY ASSOCIATION
(For insurers declared insolvent or impaired on or after September 1, 2005)**

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect Texas policyholders if their life or health insurance company fails. Only the policyholders of insurance companies which are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Article 21.28-D.)

It is possible that the Association may not cover your policy in full or in part due to statutory limitations.

ELIGIBILITY FOR PROTECTION BY THE ASSOCIATION

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas at that time (irrespective of the policyholder's residency at policy issue)
- Residents of other states, ONLY if the following conditions are met:
 1. The policyholder has a policy with a company domiciled in Texas;
 2. The policyholder's state of residence has a similar guaranty association; and
 3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

LIMITS OF PROTECTION BY THE ASSOCIATION

Accident, Accident and Health, or Health Insurance:

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, and \$200,000 for other types of health insurance.

Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on any one life; or
- Death benefits up to a total of \$300,000 under one or more policies on any one life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:

- Present value of benefits up to a total of \$100,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of \$100,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

Aggregate Limit:

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage.

Texas Life, Accident, Health and Hospital
Service Insurance Guaranty Association
6504 Bridge Point Parkway, Suite 450
Austin, Texas 78730
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.state.tx.us

AMERICAN BANKERS LIFE ASSURANCE COMPANY
OF FLORIDA
AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA
P.O. Box 105239, Atlanta, GA 30348-5239

LIFEPLUS
SUMMARY PAGE

1800-300-1111
Has
1/1/08

Primary Insured: TREVOR GRANT

Joint Insured:

Creditor: JPMORGAN CHASE BANK N.A

Account No.: 8707

Certificate No.: B5694CB -0707

Effective Date: 30 DAYS PRIOR TO THE BILLING DATE FOR WHICH A PREMIUM IS FIRST CHARGED.

Maximum Amount of
Insurance per Account: \$ 25,000

Monthly Premium per \$100.00 of Insured Debt:

	\$ 0.0000
INVOLUNTARY UNEMPLOYMENT	\$ 0.1900
	\$ 0.0000
	\$ 0.0000
Total:	\$ 0.1900

This page is a part of your policy and should be kept with it. THIS IS NOT A BILL. Premiums will be charged to your account by Chase Manhattan Bank USA, National Association.

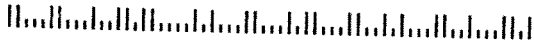
PLEASE NOTE: At the time you accepted the offer for this valuable credit protection program, you may have responded to a solicitation quoting the "Chargegard" name. If so, please know that the "LifePlus" and "Chargegard" programs are one and the same. "LifePlus" offers the same rates, coverages, and benefits for which you originally selected the Chargegard Program.

**American Bankers Insurance
Company of Florida**

c/o DFS Claims and Activations, PO Box 979020, Miami, FL 33197-9020

June 22, 2009

TREVOR GRANT
PO BOX 3278A
CONROE TX 77305-3278



Re: Claimant: TREVOR GRANT
Account No.: xxxxxxxxxxxxxx8707

Claim Number: G58/3931

Your claim has been received by the Financial Claims Department. Please note your claim number above.

IMPORTANT!

- To keep your account in good standing, **please continue to make your monthly payment** until your claim has been approved.
- Please allow **fifteen (15) business days** for your claim to be processed.
- Upon approval of **disability or unemployment** claims, a claim form will be forwarded to you which provides the amount of payment and period being covered.
- Upon approval of **property** claim, an approval letter will be forwarded to you.

Thank you for the opportunity to serve you.

Sincerely,

DFS Claims and Activations
Tel: 1-(877)-268-0983
Fax: 1-(305)-252-6910

www.benefitactivations.com



IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Company's toll-free number for information or to make a complaint at:

1-800-852-2244

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUMS OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part of condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de la compañía para información o para someter una queja al:

1-800-852-2244

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compañía primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.