

# CONTINENTAL CREDIT PROTECTION ADDENDUM



CONTINENTAL CREDIT PROTECTION (also called the “Program”) is an **OPTIONAL** service You can **purchase** to protect Your Surge Mastercard® credit card issued by Celtic Bank. Subject to the conditions, terms, exclusions, and requirements set forth in this Addendum, the protections (called “Benefits”) include: (1) cancellation of the outstanding account balance on Your Account in the event of Loss of Life, and (2) the cancellation of an amount equal to the monthly Minimum Payment Due on Your Account in the event of Job Loss, Disability, or Hospitalization (Loss of Life, Job Loss, Disability and Hospitalization together constitute “Covered Events”).

This Addendum is an amendment to Your Cardholder Agreement with Celtic Bank. Please read this Addendum carefully as there are several important conditions, terms, exclusions, and requirements for CONTINENTAL CREDIT PROTECTION that may prevent You, the Primary Cardholder, from receiving the Program’s Benefits.

## **I. Definitions**

1. **Account** – Your Surge Mastercard® credit card account.
2. **Addendum** – This Continental Credit Protection Addendum, which governs the terms of the Program between You and Us.
3. **Benefit Activation Period** – The period of time from the date Your Benefit Activation Form and required documentation, as outlined in Section IV, is received, reviewed and approved by Us until Benefits under the particular Benefit Activation are exhausted or terminated. When You submit a Benefit Activation Form for the Program and that form is accepted, CONTINENTAL CREDIT PROTECTION provides a Benefit that goes back to the date that the Covered Event began.
4. **Benefit Activation Form** – The form You are required to complete and submit to activate Benefits under the Program.
5. **Covered Event** – Loss of Life, Job Loss, Disability and Hospitalization.
6. **Effective Date** – The date the Program is effective, which is the date You purchased CONTINENTAL CREDIT PROTECTION. If You elected to purchase CONTINENTAL CREDIT PROTECTION when You opened Your Account, the Effective Date is the date Your Account is first activated.
7. **Minimum Payment Due** – The amount due on Your Account as noted on Your Monthly Billing Statement under Minimum Payment Due.
8. **Primary Cardholder** – The person(s) primarily obligated to repay the Minimum Payment Due.
9. **Program Fees** – The monthly fee for the Program is \$0.99 for each \$100 of the outstanding account balance on the date that Your monthly Billing Cycle closes.
10. **We, Us or Our** – Celtic Bank, as issuer of the Account, and [Continental Credit Protection LLC and/or Continental Finance Company], as the Program administrator, and each of their respective agents, authorized representatives, successors and assignees.
11. **You or Your** – The Primary Cardholder on the Account.

Capitalized terms not defined above have the same meaning as in Your Cardholder Agreement with Celtic Bank.

## II. General Program Terms

1. **Credit Protection is Optional.** Your purchase of CONTINENTAL CREDIT PROTECTION is **optional**. The decision to purchase or not purchase the Program will not affect any application for credit with Celtic Bank or the terms of any existing account You have with Celtic Bank.
2. **Protections Only Apply If Covered Events Happen to Primary Cardholder.** In order to receive the Program's Benefits, the Covered Event(s) must happen to the Primary Cardholder. Other persons, including authorized users of this credit card, are not covered by CONTINENTAL CREDIT PROTECTION.
3. **Program Fees and Billing Information.** The monthly fee for the Program is \$0.99 for each \$100 of the outstanding account balance on the date that Your monthly Billing Cycle closes. For example, if the outstanding account balance reflected on Your Monthly Billing Statement is \$200, the Program Fee for that month will be \$1.98 and will be automatically billed to Your Account on that same month's billing statement. If the cost for the Program increases in the future, we will give You written notice and You will have the option to cancel the Program before any fee changes go into effect.
4. **Use of Account Restricted.** You will not be able to use Your Account to make purchases or obtain cash advances during the Benefit Activation Period.
5. **The Program May Not Cancel Your Entire Account Balance for Disability, Job Loss and/or Hospitalization Claims.** The amount of the outstanding account balance that may be cancelled by the Program for You during the Benefit Activation Period may not cover Your entire Account Balance. You are responsible for Your entire Account Balance, including any part of the entire Account Balance that Benefits from CONTINENTAL CREDIT PROTECTION do not cover. For example, the Benefits from CONTINENTAL CREDIT PROTECTION will not cover any delinquent amounts, including any monthly Minimum Payments that were due prior to the date of the Covered Event and late fees that were incurred prior to the date of the Covered Event. You are responsible for paying any delinquent amounts or late fees that were incurred prior to the Covered Event. The CONTINENTAL CREDIT PROTECTION Benefit will only cover any monthly Minimum Payments Due in a monthly Billing Cycle during the Benefit Activation Period. If Your Account incurs a late fee or a Program Fee during a Benefit Activation Period, those fees will be reversed.
6. **Termination of the Program.**
  - a. You may terminate CONTINENTAL CREDIT PROTECTION at any time by contacting us through any of the contact methods listed below in Paragraph 8 of this Section II. You may also contact us through these methods should you wish to re-apply to reinstate CONTINENTAL CREDIT PROTECTION after termination.
  - b. You may cancel CONTINENTAL CREDIT PROTECTION within thirty (30) days from the Effective Date of the Program and receive a full refund of any fees You have paid for CONTINENTAL CREDIT PROTECTION at that time. If You cancel CONTINENTAL CREDIT PROTECTION more than thirty (30) days after the Effective Date, then You will not be entitled to any refund of any fees that You have paid for CONTINENTAL CREDIT PROTECTION.
  - c. We will terminate Your CONTINENTAL CREDIT PROTECTION automatically with no notice to You if one or all of the following happens:
    - i. Your Account is in Default for two monthly Billing Cycles; or
    - ii. Your Account is lawfully discharged, such as in bankruptcy, or terminated.

- d. We have the right to terminate CONTINENTAL CREDIT PROTECTION at any time by sending written notice to You.
  - e. Once CONTINENTAL CREDIT PROTECTION is terminated, no additional Program Fees will be charged to Your Account and, except as otherwise stated in Paragraph 2c. of Section III below, You will receive no Benefits for a Covered Event occurring after termination.
- 7. Arbitration Provision.** The Arbitration Provision contained in Your Cardholder Agreement with Celtic Bank applies to this Addendum. You should read the Arbitration Provision carefully. This Arbitration Provision waives any right to file claims in court, other than in a small claims court, or to participate in a class action or other consolidated proceeding.
- 8. Contact Us.** To obtain Program information, request a Benefit Activation Form, cancel the Program, or ask questions about the Program, You may contact Us by:
- a. Phone: 866-665-7967, Monday thru Friday, 8am to 6pm, ET
  - b. Fax: 302-525-3593
  - c. Mail: Credit Protection Program, PO Box 8099, Newark, DE 19714-8099
  - d. Email: [CPClaims@CPCustomerCare.com](mailto:CPClaims@CPCustomerCare.com)
  - e. Website: [www.CPCustomerCare.com](http://www.CPCustomerCare.com)

### **III. Conditions and Requirements Applicable to All Covered Events**

- 1. Responsibility for Payments before Commencement of Benefits.** To avoid late fees and penalties, You must pay the Minimum Payment Due on Your Account on time until the commencement of Your Benefit Activation Period.
- 2. Conditions for CONTINENTAL CREDIT PROTECTION Benefits to Apply.**
- a. You cannot receive Benefits from CONTINENTAL CREDIT PROTECTION unless Your Account has an outstanding account balance on the date the Covered Event occurred.
  - b. You cannot receive Benefits from CONTINENTAL CREDIT PROTECTION unless a Covered Event occurred during a monthly Billing Cycle in which the Program is active (must be active as of the closing date of the monthly billing cycle). The Program is active when the Effective Date for CONTINENTAL CREDIT PROTECTION occurred by the closing date of the monthly Billing Cycle and that CONTINENTAL CREDIT PROTECTION has not otherwise been terminated.
  - c. If the Program has been terminated by You or Us, You may still receive Benefits for a Covered Event occurring during a monthly Billing Cycle in which the Program was active, provided You submit the claim within 120 days from the date of the Covered Event.
  - d. Covered Events occurring prior to the Effective Date of the Program are not covered by CONTINENTAL CREDIT PROTECTION. For example, if You are unemployed or disabled prior to the Effective Date, You cannot receive Benefits related to that same unemployment or disability for any monthly Billing Cycle in which it persists after the Effective Date. You may receive Benefits for other, unrelated Covered Events.
  - e. You cannot receive Benefits from CONTINENTAL CREDIT PROTECTION unless the Covered Event meets all of the specific conditions, terms, exclusions, and requirements set forth below in Section IV.
  - f. You cannot receive Benefits from CONTINENTAL CREDIT PROTECTION for more than one Covered Event at a time. This means that if there is more than one Covered Event that occurs at the same time, You will still have only

one Benefit Activation Period. At least 120 days must elapse between the end of one Benefit Activation Period and the beginning of another Benefit Activation Period when both Benefit Activation Periods arise because of the same type of Covered Event.

3. **Requesting Activation.** To submit Your claim for Benefits under CONTINENTAL CREDIT PROTECTION, You or Your estate must submit a Benefit Activation Form and all required documents to Us.
  - a. To obtain a Benefit Activation Form, You may contact Us at:
    - i. Phone: 866-665-7967, Monday thru Friday, 8am to 6pm, ET
    - ii. Fax: 302-525-3593
    - iii. Mail: Credit Protection Program, PO Box 8099, Newark, DE 19714-8099
    - iv. Email: [CPClaims@CPCustomerCare.com](mailto:CPClaims@CPCustomerCare.com)
    - v. Web Site: [www.CPCustomerCare.com](http://www.CPCustomerCare.com)
  - b. The Benefit Activation Form contains complete instructions. You must return the completed Benefit Activation Form and all required documentation as instructed. The required documents You need to submit for each Covered Event are outlined in Section IV.
  - c. Completed Benefit Activation Forms should be sent via US Mail to Credit Protection Program, PO Box 8099, Newark, DE 19714-8099, emailed to [CPClaims@CPCustomerCare.com](mailto:CPClaims@CPCustomerCare.com), or uploaded through our website at [www.CPCustomerCare.com](http://www.CPCustomerCare.com).
  - d. If You or Your estate fails to submit the completed Benefit Activation Form and required documents within 120 days from the date of the Covered Event, You will not be able to obtain any Benefit from CONTINENTAL CREDIT PROTECTION for that particular Covered Event.
4. **Waiver of Conditions.** We reserve the right to waive any Conditions, Terms, Exclusions or Requirements, described in Section IV below, of CONTINENTAL CREDIT PROTECTION at any time at Our sole discretion, provided that such waiver is in Your favor. Our decision to waive any conditions, terms, exclusions or requirements does not constitute a continuing waiver or otherwise affect whether any other Conditions, Terms, Exclusions or Requirements are fully enforced thereafter.
5. **Possible Tax Consequences.** Cancellation of all or part of Your Outstanding Balance Amount for one or more monthly Billing Cycles may be taxable income to You or Your estate. Any and all tax liabilities incurred as a result of any Benefit from CONTINENTAL CREDIT PROTECTION are Your responsibility. We recommend that You seek the advice of a tax advisor.

**IV. Specific Conditions, Terms, Exclusions & Requirements**

Covered Events	Specific Conditions, Terms, Exclusions & Requirements	
Loss of Life	Definition:	You lose Your Life
	Exclusions – When this Covered Event Will NOT give rise to a Benefit:	There is no Benefit if You engage in one of the following acts that causes Your Death: (a) suicide; (b) intentional self-inflicted injury; or (c) criminal acts.
	Protection Amount:	The outstanding account balance on the date of death, as determined by Your death certificate.
	Required Documents:	Completed Benefit Activation Form and a copy of Your death certificate.

<b>Job Loss</b>	Definition:	(a) You become unexpectedly unemployed due to involuntary termination of Your employment; (b) You are involuntarily laid off or Your employment is suspended; (c) You have a job loss because there is an authorized, unionized strike or labor dispute by a chartered or previously organized trade or labor union; or (d) You have a job loss because of a lockout or discharge of employees or temporary closing in response to organized employee activity.
	Exclusions – When this Covered Event will NOT give rise to a Benefit:	There is no Benefit if <ul style="list-style-type: none"> <li>• You engage in (a) willful misconduct; or (b) criminal misconduct resulting in Your termination from employment.</li> <li>• You (a) voluntarily resign from Your job; (b) retire; or (c) Your employment contract expires.</li> <li>• You are terminated from employment in which You are (a) an independent contractor; (b) self-employed; (c) a business owner (in part or in whole); (d) a sole proprietor; or (e) an employee of an immediate family member.</li> </ul>
	Protection Amount:	The monthly Minimum Payment Due on Your Account starting on the date of the Covered Event, minus any delinquent amounts, including any monthly Minimum Payments that were due prior to the date of the Covered Event and late fees that were incurred prior to the date of the Covered Event.
	Waiting Period:	You must be unemployed for 30 consecutive days before a Benefit may be activated. The Program will start providing You with a Benefit on the 31 <sup>st</sup> day that You are unemployed, and the Benefit will date back to when the Covered Event began.
	Maximum Benefit Activation Period:	Twelve (12) continuous months or until You return to work, whichever comes first.
	Required Documentation:	<ul style="list-style-type: none"> <li>• Completed Benefit Activation Form and a copy of Your unemployment check stub or proof that You have registered with Your state unemployment office or a recognized employment agency within 30 days after the last day of work; or</li> <li>• In the event of a strike, lockout or labor dispute, evidence of involuntary unemployment, which may be a statement signed by an officer of Your union.</li> </ul> <p>IN ADDITION, You must continue to provide written proof of Your Job Loss on a monthly basis in order to receive a Benefit for up to twelve (12) continuous months or until You return to work, whichever comes first.</p>
<b>Disability</b>	Definition:	You become and remain unable to perform the major duties of Your occupation as a direct result of unintentional bodily injury, sickness, or disease; You are not working for wages or profit during the Benefit Activation Period of the Disability; AND You are under the continuous care of a licensed physician (other than yourself).

	Exclusions – When this Covered Event Will NOT give rise to a Benefit:	There is no Benefit if Your Disability is caused by one of the following: <ul style="list-style-type: none"> <li>• Normal pregnancy or childbirth, including Caesarian Section; or</li> <li>• Intentional self-inflicted injury.</li> </ul>
	Protection Amount:	The monthly Minimum Payment Due on Your Account starting on the date of the Covered Event, minus any delinquent amounts, including any monthly Minimum Payments that were due prior to the date of the Covered Event and late fees that were incurred prior to the date of the Covered Event.
	Waiting Period:	Your Disability must exist for 30 consecutive days before the Benefits for this Covered Event may be activated. The Program will start providing You with Benefits on the 31st day from the Covered Event, and the Benefits will date back to when the Covered Event began.
	Maximum Benefit Activation Period:	Twelve (12) continuous months or until Your Disability ceases, whichever comes first.
	Required Documents:	<ul style="list-style-type: none"> <li>• Completed Benefit Activation Form and the date and the cause of Your Disability signed by a licensed Doctor of Medicine or osteopathy (other than yourself).</li> <li>• Satisfactory written proof of Your continuing Disability on a monthly basis or as required by us in order to continue to receive benefits.</li> </ul>
<b>Hospitalization</b>	Definition:	You are admitted to a hospital for at least a one-night stay.
	Exclusions – When this Covered Event will NOT give rise to a Benefit:	None
	Protection Amount:	The monthly Minimum Payment Due on Your Account starting on the date of the Covered Event, minus any delinquent amounts, including any monthly Minimum Payments that were due prior to the date of the Covered Event and late fees that were incurred prior to the date of the Covered Event.
	Maximum Benefit Activation Period:	One-month Benefit (the monthly Minimum Payment Due as of the monthly billing cycle that includes the date of Your hospital stay).
	Required Documents:	Completed Benefit Activation Form and a copy of Your hospital discharge papers.