



CONTINENTAL CREDIT PROTECTION (also called the “Program”) is an **OPTIONAL** service you can **purchase** to protect your Cerulean MasterCard® credit card issued by The Bank of Missouri. Subject to the conditions, terms, exclusions, and requirements set forth in this Contract, 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”).

Please read this Contract carefully as there are several important conditions, terms, exclusions, and requirements for CONTINENTAL CREDIT PROTECTION that may prevent you from receiving the Program’s Benefits.

## **I. Definitions**

1. **Account** – Your Cerulean MasterCard credit card account.
2. **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 CONTINENTAL CREDIT PROTECTION 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.
3. **Benefit Activation Form** – The form you are required to complete and submit to activate Benefits under the Program.
4. **Contract** – this CONTINENTAL CREDIT PROTECTION Contract between You and Continental Credit Protection LLC, which governs the terms of 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 Open Date of Your credit card Account.
7. **Minimum Payment Due** – The amount due on Your Account as noted on Your Monthly Billing Statement under Minimum Payment Due.
8. **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.
9. **You or Your** – The primary cardholder on the Account.

## **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 The Bank of Missouri or the terms of any existing account you have with The Bank of Missouri.

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 authorized users of this credit card are not covered by CONTINENTAL CREDIT PROTECTION.
3. **Cost 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 at any of the contact methods listed below in Paragraph 9.
  - 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 the 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:
    1. Your Account is delinquent for two monthly billing cycles; or
  - d. Your Account is lawfully discharged, such as in bankruptcy, or terminated. We have the right to terminate CONTINENTAL CREDIT PROTECTION at any time by sending written notice to you.
7. **Arbitration Provision.** The Arbitration Provision that is attached below applies to CONTINENTAL CREDIT PROTECTION. 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: CPCclaims@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). This means that 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) 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. )
  - d) 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 Continental Credit Protection LLC.
  - 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: CPCclaims@CPCustomerCare.com
    - v. Web Site: 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, or uploaded through our website at www.CPCustomerCare.com.
4. 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.
  5. **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.
  6. **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                 |   |
|---------------------|---|---|
| <b>Loss of Life</b> | 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. |

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|                   | Exclusions – When this Covered Event will NOT give rise to a Benefit: | <p>There is no Benefit if</p> <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                                  | There is no Benefit if Your Disability is caused by one of the following:   |

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|                        | Will NOT give rise to a Benefit:                                      | <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.  |

## V. ARBITRATION PROVISION

PLEASE READ CAREFULLY: This Arbitration Provision waives any right to file claims in court, other than a small claims court, or to participate in a class action or other consolidated proceeding.

Unless you promptly opt out of this Arbitration Provision in the manner set forth below in Section (O), any claim that arises out of or in any way relates to the CONTINENTAL CREDIT PROTECTION Contract, shall be resolved exclusively by binding bilateral arbitration in accord with the following:

- A. This Arbitration Provision is contained in a contract evidencing interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16.
- B. Arbitration shall be administered by the American Arbitration Association ("AAA") and conducted by a single arbitrator using the applicable rules and procedures established by the AAA for expedited consumer arbitration. To the extent any of the AAA's rules and procedures contradict the express terms of the Arbitration Provision, the Arbitration Provision shall control and the contradictory portions of the AAA's rules and procedures shall not apply.
- C. The arbitrator shall honor applicable statutes of limitations and claims of privilege. The arbitrator may award any relief available under applicable law.
- D. Any arbitration hearing or proceeding shall be held in the county of your residence unless you and we agree otherwise.
- E. The arbitrator has no authority to conduct class, joint, or consolidated arbitration proceedings. The arbitrator may only conduct arbitration and resolve claims on a bilateral basis.
- F. Regardless of who asserts a claim[s], we shall advance your portion of the arbitration filing and hearing fees. If we prevail in arbitration, the arbitrator may require you to reimburse us for any filing and hearing fees that we advanced on your behalf provided that the total filing and hearing fees paid by you shall not exceed the court costs you would have paid in a comparable state court action. This subpart (f) shall not affect attorney's fees or costs, including witness or expert witness' fees or costs. You shall be responsible for your own attorney's fees and costs.
- G. If permitted by applicable law, the arbitrator may award reasonable attorney's fees and costs to the party who substantially prevails in arbitration.
- H. In the event the AAA or its rules and procedures are unavailable for any reason, you or we may ask a court to appoint a substitute arbitrator to arbitrate under comparable rules and procedures. The unavailability of the AAA or its rules and procedures shall not render the Arbitration Provision unenforceable.
- I. The Arbitration Provision covers any claim arising out of or in any way relating to the Arbitration Provision itself. All issues of arbitrability must be arbitrated, including but not limited to whether the Provision is enforceable or applicable.
- J. The Arbitration Provision remains in full force and effect unless you opt out of the Arbitration Provision in accord with Section (O) or you and we otherwise agree in writing to set the Arbitration Provision aside. The Arbitration Provision survives, for

- example but without limitation, the bankruptcy of any party and the cancellation, termination, or satisfaction of Your CONTINENTAL CREDIT PROTECTION Contract.
- K. Each of the following persons or entities is an intended beneficiary of the Arbitration Provision and may enforce the Provision in full with respect to any claims between such persons or entities on the one hand and You on the other hand that arise out of or in any way relate to the CONTINENTAL CREDIT PROTECTION Contract or the Arbitration Provision: any of our past, present, and future employees, agents, principals, representatives, directors, officers, shareholders, governors, managers, members, parent companies, subsidiaries, affiliated entities, partners, licensees, attorneys, predecessors, successors, joint ventures, contractors, assigns, designees, servicers, and "service providers" (defined as any third party providing us or any of the foregoing entities or persons any goods or services that arise out of or in any way relate to the CONTINENTAL CREDIT PROTECTION Contract or the Arbitration Provision).
  - L. The Arbitration Provision may be enforced by or against any person or entity purporting to bring claims on your behalf, including but not limited to any agent, representative, guardian, or trustee. The Arbitration Provision may also be enforced by or against any person or entity who acquires any right or interest that, but for the transfer of the right or interest, would have belonged to us or an intended beneficiary of the Arbitration Provision.
  - M. You and we shall retain the right to bring in the small claims court for the county of your residence any claims that are within the small claims court's jurisdiction. Any appeal or other review of a small claims court judgment or order shall be undertaken exclusively by arbitration in accord with the Arbitration Provision.
  - N. With the exception of Section (E), if any part of the Arbitration Provision is found unenforceable, subject to any rights to judicial and/or appellate review the offending part shall be severed and the balance of the Arbitration Provision shall remain in effect and shall be construed in light of the express intent of You and us to resolve all claims on a bilateral basis in binding arbitration.
  - O. You may opt out of this Arbitration Provision without terminating Your CONTINENTAL CREDIT PROTECTION Contract by sending written notice to us of your decision to opt out. You must send your opt out notice to us at the following address: Continental Finance Company LLC, P.O. Box 8099, Newark, DE 19714-8099. The notice must include your name, address, phone number, Account number and personal signature. The notice must be postmarked no later than 30 days after the Effective Date of Your CONTINENTAL CREDIT PROTECTION Contract. You must retain proof of delivery of the opt out notice.