

# APPLICATION, DISCLOSURES, AND PROGRAM AGREEMENT for DEBT PROTECTION PLAN – SHORT TERM LOANS

BORROWER NAME	CO-BORROWER NAME	LOAN NUMBER	ACCOUNT NUMBER	DATE OF LOAN

This Product is Optional. Your purchase of the Debt Protection Plan ("Plan") is optional. Whether or not you purchase this protection will not affect your application for credit or the terms of any existing credit agreement you have with Community 1<sup>st</sup> Credit Union ("us" or "we").

**Termination of the Plan.** You have the right to terminate the Plan at any time. If you terminate within 30 days, we will refund any fees paid. We have the right to terminate the Plan by giving you written notice at least 30 days in advance of the termination. See the "Termination of the Plan and Change in Terms" section for other ways the Plan may terminate.

**Benefits May Be Denied.** Even if you are eligible to purchase this Plan, there are eligibility requirements, conditions, and exclusions that could prevent you from receiving cancellations under the Plan. This agreement will provide you with a complete explanation of all eligibility requirements, conditions, and exclusions for the Plan. **Example:** If you received medical treatment within the 6 months before enrolling, and you become disabled for that condition within the 6 months after enrolling, you will not qualify for Disability cancellations (this is called a "pre-existing condition").

Eligible Loans: Closed-e	nd consumer and home equity loans if the loan has a te	erm of 120 months or less,	consumer lines of cre	dit, and credit cards
		Cost:		
I Elect: (Check only one bo	эх)		Lines of Credit: monthly cost per \$1,000 of outstanding loan balance	Closed-End Loans: estimated total fee
PLAN 1: Plan #632667 Death:		Borrower (single)	\$3.17	\$
Disability:	Cancels loan balance up to \$75,000 Cancels up to \$1,000 per month for up to 12 payments	Co-Borrower (single)	\$3.17	\$
<b>Involuntary Unemployment:</b> Cancels up to \$1,000 per month for up to 3 payments		Both Borrowers (joint)	\$5.72	\$
PLAN 2: Plan #632668		Borrower (single)	\$2.02	\$
Death:	Cancels loan balance up to \$75,000	Co-Borrower (single)	\$2.02	\$
Disability:	Cancels up to \$1,000 per month for up to 12 payments	Both Borrowers (joint)	\$3.56	\$
PLAN 3: Plan #632669		Borrower (single)	\$1.95	\$
Death:	Cancels loan balance up to \$75,000	Co-Borrower (single)	\$1.95	\$
Involuntary Unemploymer	Cancels up to \$1,000 per month for up to 3 payments	Both Borrowers (joint)	\$3.43	\$
PLAN 4: Plan #632670		Borrower (single)	\$0.80	\$
<u>PLAN 4</u> . <i>Plait</i> #032070 Death:	0	Co-Borrower (single)	\$0.80	\$
Death:	Cancels loan balance up to \$75,000	Both Borrowers (joint)	\$1.27	\$
<b>Cancellation Maximums</b>	S	·		
3	are per occurrence for each protected borrower. limited to a maximum of \$15,000 over the term of term of term of the term of the term of the term of t	<b>he Ioan</b> , per each Protected	d Event and per each	protected Borrower.
□ No, I do not wish to apply	y for the voluntary Plan at this time (Borrowe	r initials) (Co-Borr	ower initials)	

## **Application Eligibility:**

Eligible borrowers may apply for coverage any time up to 180 days after the date of (a) your closed-end loan or (b) an advance under a line of credit. Only one Borrower and one Co-Borrower may apply for the Plan. Co-signers, guarantors, and non-borrower owners of collateral are not eligible to apply.

To be eligible to apply, I must meet the following conditions. By signing this Application, I am stating that:

- 1. I am under age 70;
- 2. If applying for Death or Disability protection: During the last 2 years, I have not been advised of or treated for: cancer, heart attack or coronary artery disease, stroke, cirrhosis, AIDS, or had a positive HIV test;
- 3. If applying for Disability or Involuntary Unemployment protection: I am presently working 24 or more hours per week;
- 4. If applying for Involuntary Unemployment protection: I am not self-employed.
- Seasonal Workers: Whether you qualify for Involuntary Unemployment Benefits at the end of your seasonal employment will depend on whether you qualify for your state's unemployment benefits.

**90-Day Waiting Period:** Involuntary unemployment that occurs within the first 90 days after your Effective Date will not be covered.

Email Communication: By signing this application, you acknowledge and agree that our administrator can (1) send you claims forms or other administrative forms to the email address that you provide to us and (2) otherwise communicate to you via email in order to administer your coverage if you activate your protection. Our administrator does not sell your information and will not use your email address for any purpose other than as outlined herein.

# Borrowers' Signatures

Yes, I want to purchase the Plan. I have received a copy of this Application, Disclosures, and Program Agreement ("agreement"), and agree to follow the terms of this agreement. I authorize the Plan fees to be added to my loan payment each month. This document is a part of my loan or line of credit agreement. Each borrower applying for protection must sign (both borrowers must sign if applying for joint protection). You should carefully review all of the terms and conditions of the agreement before signing.

Borrower Signature	Date
Co-Borrower Signature	Date

#### **BENEFIT CHART - REQUIREMENTS, CONDITIONS, AND EXCLUSIONS** The following describes the types of Protected Events, the amounts cancelled, and the exclusions and conditions that apply: **Protected Event** To qualify for cancellations: Number of cancellations and amount\*: You will not receive cancellations if: If you die during the term of this We will cancel the outstanding balance, up to 1. Your death is due to: agreement, you will be eligible for \$75.000. a. suicide committed within the first cancellation. 2 years of protection; Only one cancellation will be made, even if you have joint protection. b. an intentionally self-inflicted If you have joint protection and both borrowers injury; die at the same time, no more than \$75,000 will c. a Pre-existing Condition (see be cancelled. Definition section); d. war or any act of war, whether declared or undeclared; or 2. Your death occurs on or after your 70<sup>th</sup> birthday; or 3. Within the first 2 years after you apply, we find you were not eligible when you applied. Disability During the term of this agreement, 1. We will cancel one payment if you are 1. Your disability is due to: you must: disabled for 14 days. Thereafter, we will a. an intentionally self-inflicted cancel one payment for each Monthly 1. Be continuously unable, due to injury; Anniversary Date on which you are disabled, sickness or injury, to perform the b. a normal pregnancy, normal for up to 12 total payment cancellations. substantial and material duties of childbirth, or elective abortions. Your Monthly Anniversary Date is the your regular occupation; and Complications due to pregnancy numerical date of the month on which you 2. Be under the regular care and or childbirth will only be protected become disabled treatment of a licensed physician if the complications themselves or licensed health care provider; are the cause of the disability; Example: Suppose you become disabled on and April 4. If you are still disabled 14 days later c. a Pre-existing Condition (see on April 18, we will cancel one monthly 3. Be disabled for at least 14 Definition section); payment. If you are still disabled on the cocutivo dav

Involuntary UnemploymentDuring the term of this agreement, you must:3. Maximum cancellation over the term of the loan: \$15,000 per borrower regardless of the number of occurrences.1. Your unemployment occurs on or after you 70th birthday;Involuntary UnemploymentDuring the term of this agreement, you must:1. We will cancel one payment if you are involuntarily unemployed for 14 days. Thereafter, we will cancel one payment for each Monthly Anniversary Date on which you are unemployed, for up to 3 total payment cancellations.1. Your unemployment occurs on or after your 70th birthday;2. Be involuntarily unemployed for 14 consecutive days; and 3. Be receiving state or railroadYour Monthly Anniversary Date is the numerical date of the month on which you become unemployed.3. Your unemployment was voluntary (e.g., you retired, quit, or resigned) or4. Within the first 2 years after you		consecutive days.	<ul> <li>Monthly Anniversary Date of May 4, we will cancel one additional monthly payment, and each monthly payment thereafter for each month you remain disabled on your Monthly Anniversary Date.</li> <li>2. Cancellations will immediately stop if: <ul> <li>a. you recover or return to work; or</li> <li>b. the loan is paid off, refinanced with a</li> </ul> </li> </ul>	<ul> <li>d. war or any act of war, whether declared or undeclared; or</li> <li>2. Your disability occurs on or after your 70<sup>th</sup> birthday; or</li> <li>3. Within the first 2 years after you apply, we find you were not eligible when you applied.</li> </ul>
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Ioan: \$15,000 per borrower regardless of the number of occurrences.Involuntary Unemployment Unemployment Unemployment in which you wete actively working for income for 24 hours or more per week; and1. We will cancel one payment if you are involuntarily unemployed for 14 days. Thereafter, we will cancel one payment for each Monthly Anniversary Date on which you are unemployed, for up to 3 total payment cancellations.1. Your unemployment occurs within the first 90 days after the Effective Date;2. Be involuntarily unemployed for 14. a. Be receiving state or railroad unemployment benefits. *1. We will cancel one payment in out at the first 90 days after the Effective cancellations.3. Be receiving state or railroad unemployed on April 4. If you are still unemployed on the Monthly Anniversary Date of May 4, we will cancel one additional monthy payment, and each monthly payment here after for each monthly Anniversary Date.3. Cancellations will immediately stop if: a. your unemployment benefits are discontinued for any reason other than reaching the maximum banefit allowed;3. Cancellations will immediately stop if: a. your unemployment benefits are discontinued for any reason other than reaching the maximum benefit allowed;3. Cancellations will immediately stop if: a. your unemployment benefits are discontinued for any reason other than reaching the maximum benefit allowed;3. Cancellations			•	
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<ul> <li>ach Monthly Anniversary Date on which you are unemployed for the time of time of the time of the time of time of the time of time of the time of the time of time of time of the time of time</li></ul>	•	<b>o</b>	involuntarily unemployed for 14 days.	
<ul> <li>2. Be involuntarily unemployed for 14 consecutive days; and</li> <li>3. Be receiving state or railroad unemployment benefits. * <ul> <li>*If you are still unemployed after reaching your maximum state or railroad benefits, you must be registered with a state employment office or otherwise recognized employment scancelled.</li> <li>*If you reside in a state or territory without unemployment benefits, you must be registered with a recognized employment agency in order to continue having payments cancelled.</li> <li>*If you reside in a state or territory without unemployment benefits, you must be registered with a recognized employment agency in order to continue having payments cancelled.</li> </ul> </li> <li>Your Monthly Anniversary Date is the numerical date of the month on which you become unemployed.</li> <li>Example: Suppose you become involuntarily unemployed on April 4. If you are still unemployed on the Monthly Anniversary Date of May 4, we will cancel one additional monthly payment, and each monthly payment thereafter for each month you remain unemployed on your Monthly Anniversary Date.</li> <li>Cancellations will immediately stop if: <ul> <li>a. your unemployment benefits are discontinued for any reason other than reaching the maximum benefit allowed;</li> </ul> </li> </ul>		in which you were actively working for income for 24 hours or more	<ul> <li>each Monthly Anniversary Date on which you are unemployed, for up to 3 total payment cancellations.</li> <li>Your Monthly Anniversary Date is the numerical date of the month on which you become unemployed.</li> <li>Example: Suppose you become involuntarily unemployed on April 4. If you are still unemployed 14 days later on April 18, we will cancel one monthly payment. If you are still unemployed on the Monthly Anniversary Date of May 4, we will cancel one additional monthly payment, and each monthly payment thereafter for each monthly on Your Monthly Anniversary</li> </ul>	the first 90 days after the Effective Date;
<ul> <li>3. Be receiving state or railroad unemployment benefits. *</li> <li>*If you are still unemployed after reaching your maximum state or railroad benefits, you must be registered with a state employment office or otherwise recognized employment agency to continue having payments cancelled.</li> <li>*If you reside in a state or territory without unemployment benefits, you must be registered with a recognized employment agency in order to continue having payments cancelled.</li> <li>*If you reside in a state or territory without unemployment benefits, you must be registered with a recognized employment agency in order to continue having payments cancelled.</li> <li>*If you reside in a state or territory without unemployment benefits, you must be registered with a recognized employment agency in order to continue having payments cancelled.</li> <li>*If you reside in a state or territory without unemployment benefits, you must be registered with a recognized employment agency in order to continue having payments cancelled.</li> <li>* Cancellations will immediately stop if: <ul> <li>a. your unemployment benefits are discontinued for any reason other than reaching the maximum benefit allowed;</li> </ul> </li> </ul>		2. Be involuntarily unemployed for 14		(e.g., you retired, quit, or resigned);
<ul> <li>If you are still difficult of a state or railroad benefits, you must be registered with a state employment office or otherwise recognized employment agency to continue having payments cancelled.</li> <li>*If you reside in a state or territory without unemployment benefits, you must be registered with a recognized employment agency in order to continue having payments cancelled.</li> <li>*If you reside in a state or territory without unemployment benefits, you must be registered with a recognized employment agency in order to continue having payments cancelled.</li> </ul>				apply, we find you were not eligible
must be registered with a recognized employment agency in order to continue having payments cancelled.		reaching your maximum state or railroad benefits, you must be registered with a state employment office or otherwise recognized employment agency to continue having payments cancelled. *If you reside in a state or territory		
b. you regain employment; or		must be registered with a recognized employment agency in order to	a. your unemployment benefits are discontinued for any reason other than	
			b. you regain employment; or	

Death

Protected Event	To qualify for cancellations:	Number of cancellations and amount*:	You will not receive cancellations if:
		<ul> <li>c. the loan is paid off, refinanced with a different lender, or discharged.</li> </ul>	
		3. Maximum monthly cancellation: \$1,000.	
		4. Maximum cancellation over the term of the loan: \$15,000 per borrower regardless of the number of occurrences.	

#### \*Additional Conditions:

- Monthly cancellations listed above are per occurrence and per each protected borrower.
- If the Monthly Anniversary Date is the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup>, the Monthly Anniversary Date will be the last day of the month in months in which there is no 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> day.
- Cancellations will not be provided under one Protected Event if you are currently receiving cancellations under another Protected Event.
- Additional Disability cancellations will not be provided if you suffer another disability while you are already receiving Disability cancellations.

## OTHER IMPORTANT TERMS

## **Fees and Cancellations**

What amounts will be cancelled? For Death protection, we will cancel the outstanding balance as of the date of death, up to the maximum listed on the Benefit Chart. For any other Protected Event, we will cancel the minimum regularly scheduled monthly loan payment due as of the month in which your Protected Event occurs, up to the maximum listed on your Benefit Chart. The amounts cancelled will include principal, interest, the monthly Plan fee and any amounts originally financed as part of the loan. We will not cancel late fees or other fees, real estate taxes or property insurance premiums; or any past due amounts. If you have a balloon loan, the balloon payment will only be covered for a Protected Event that cancels the outstanding balance.

How is my Plan Fee calculated and collected? The Plan Fee is calculated by applying the rate per \$1,000 (or any fraction thereof) to your monthly outstanding balance and will be charged and collected monthly. The fee is added to your outstanding balance and becomes part of your monthly loan payment. If you purchase the Plan after your loan has closed, we may increase your minimum monthly payment or extend the term of your loan.

What are the tax implications? You may be subject to federal, state and local taxes on the amount of your cancelled loan payment or balance. You should consult your tax advisor. We do not provide you with guidance on the tax implications, if any, of a cancelled debt.

## Filing a Claim

How do I file a claim? Contact us at (866) 360-5370. You must be able to verify the Protected Event to our satisfaction. If your delay in filing a claim prevents us from determining eligibility under the Plan, we will not make any cancellations.

In the event of a claim, we may ask you to sign a medical release and provide your past medical history.

**Can you dispute my coverage?** Yes. If within the first 2 years of this Plan, we find that you did not meet the eligibility requirements at the time of your application, your protection under the Plan will be removed, you will receive a refund of fees paid, and an otherwise valid claim will be denied. We can also deny a claim for the reasons listed in the Benefit Chart.

**Do I have to make payments while my claim is being processed?** Yes. While we are processing your claim, you must make your monthly payment on your loan or line of credit by the due date. Once cancellations begin, you are responsible for any amounts that are not cancelled.

What if I become disabled again or lose my job again? If you become disabled again with the same condition within 6 months of having recovered, or you become involuntarily unemployed again within 6 months of returning to full-time work, this will be a continuation of the first event. This means that if the maximum number of cancellations was already reached, we will not make any additional cancellations. But if you become disabled again with the same condition more than 6 months after your recovery, or you become involuntarily unemployed again more than 6 months after you return to full-time work, this will be a new event. It will also be a new event if you become disabled again with a different condition. This means you start a new set of cancellations, up to the maximums listed in your Benefit Chart.

What if I have an unrelated injury or sickness while I am disabled? If you are disabled ("original occurrence") and sustain another sickness or injury which would also be disabling, the second sickness or injury will not be considered a new occurrence of Disability. This means that you will receive cancellations for the second sickness or injury only if you did not reach your maximum per-occurrence cancellations for the original occurrence.

#### Termination of the Plan and Change in Terms

**How can the Plan be terminated?** (a) You may terminate this Plan at any time by writing us at Community 1<sup>st</sup> Credit Union, 1100 Hutchinson Avenue, Ottumwa, IA 52501. If you do so within 30 days of the first time we bill you, we will credit your loan account for any fees charged. (b) We can terminate this Plan by giving you written notice at least 30 days in advance of the termination. Termination will be effective on the first of the month after you receive notice of termination. Fees for the month in which notice of termination is received will still be due and collected from the loan payment. (c) Your Plan will be terminated immediately and without notice: (1) If your loan is paid off, refinanced with us or another lender, sold, transferred, or discharged. (2) If your loan or line of credit payments are past due 90 days or more (if you bring your loan current after your Plan has been terminated for delinquency, you must reapply for the Plan). (3) You fail to pay the Plan fee. (4) When you reach age 70 or die. For joint protection, when the oldest borrower reaches age 70, the oldest borrower's protection terminates. Protection will automatically convert to Single Protection for the younger borrower (and the monthly fee will be made, subject to the terms of this agreement, and the protection for that borrower will terminate. or (5) When the protected balance is paid off under the Plan or all maximum cancellations are reached.

Can you change the fee and terms of this Plan? Yes. We can change the terms of this Plan, including the fee, at any time. If we do, we will give you prior notice and a chance to terminate the Plan without penalty.

What if I refinance or modify my loan? If you refinance your loan with another lender, this Plan will terminate; if we are making cancellations when you refinance, cancellations will cease. If you refinance the loan with us so that you have a new loan with us, this Plan will terminate, and you will need to complete a new debt protection application and requalify for protection if you wish to have debt protection on the new loan. However, if we are making cancellations at the time you refinance your loan with us, those cancellations will continue on the new loan in accordance with this agreement. If you modify the terms of your loan, coverage will continue.

What if my loan ends while I am receiving cancellations under the Plan? Cancellations will stop if the loan is paid off, refinanced with a different lender, sold, transferred, or discharged, even if you haven't received all of your cancellations.

# Definitions

Actively working 24 or more hours per week and full-time employment: This means that you are actively working for income for 24 hours or more per week. Working means actually performing your job duties and not off of work due to leave of absence; layoff; routine or seasonal work interruption; or any other reason.

Effective Date: This means the date your Plan becomes effective, which is the later of: (1) the date you sign the Plan application; or (2) the date the loan funds are disbursed; or (3) the date of your first advance under a protected line of credit.

**Pre-existing condition:** This means a condition for which you received medical treatment or advice or had diagnostic tests for the same or related condition in the 6-month period prior to the Effective Date or an advance under a line of credit. This exclusion only applies if the Protected Event begins within the 6 months after the Effective Date or within the 6 months after an advance under a line of credit.

Example: if you break your leg within the 6 months before the Effective Date or an advance under a line of credit, and you become disabled because of that broken leg within 6 months after the Effective Date or advance, we will not make any cancellations. However, if you become disabled 7 months after the Effective Date or advance, we will make cancellations as described in the Benefit Chart.

## Who to Contact with Questions or Concerns About this Plan

Call us at (866) 360-5370 or write or visit us at Community 1st Credit Union, 1100 Hutchinson Avenue, Ottumwa, IA 52501.

## This is Not an Insurance Policy

This agreement is not a policy of insurance and you will not receive cash benefits. This agreement is between you and us as your creditor. Under this agreement, we will cancel your loan balance or payments if you qualify for such cancellation(s) under the terms of this agreement. If your claim is approved by us, we will cancel your balance or loan payments in accordance with this agreement. We have hired Minnesota Life Insurance Company to administer claims on our behalf, but they are not a party to this agreement.