

LENDERS WAIVER PROGRAM AND GUIDE

Introduction

The purpose of this Lender Waiver Program Guide is to describe the coverage offered to Borrowers (hereafter called a “**Waiver**”) with the Lenders Waiver Program (hereafter called the “**Waiver Program**”) and provide additional detail so you may determine your eligibility for the Waiver Program.

Description of the Waiver Program

The Waiver Program offers waivers to Borrowers in the event of the following:

- Death of Borrower
- Critical Illness diagnosis of Borrower
- Disability of Borrower

1) ELIGIBILITY

You must satisfy all the following conditions to be eligible for the Waiver under the Waiver Program. On the date of your Loan application:

- a) You must be a resident of a State or tribal nation approved by Lender;
- b) You must be a minimum of eighteen (18) years of age;
- c) You must be the Borrower on an eligible Loan; and
- d) You have agreed to the terms and conditions of the Waiver Program.

2) WAIVER PERIOD

Your participation in the Waiver Program begins upon approval of your Waiver claim (the “**Waiver Start Date**”) and continues until its termination or cancellation.. All periods of coverage begin and end at 12:01 a.m. in the time zone that corresponds to Your last address on file.

3) APPLICATION OF WAIVER BENEFIT

All Waiver`s will be made solely by Lender crediting, reducing or cancelling the outstanding Account Balance of Your Borrower Account. No Waiver is payable in cash or by any other means.

4) TERMINATION OF WAIVER PROGRAM

Your Waiver Program participation terminates on the earliest of the following dates:

- a) the date your Account is closed; or
- b) the date your Account ceases to be in good standing as determined by the Lender or your Account is frozen or otherwise blocked from usage; or
- c) the date your Account is more than 60 days in arrears; or
- d) the date your claimed Waiver Program coverage eligibility ceases; or
- e) the date of receipt of your request to cancel participation in the Waiver Program; or
- f) the date the Waiver Program terminates.

5) DEFINITIONS

The following words, when used in this Waiver Program, have the following meanings:

Account Balance: Account balance shown on the last Lender statement of Borrower's Account issued prior to the Waiver Event. The Account Balance includes any charges incurred and any payments made in respect of your Account before the applicable date, even if such charges or payments have not yet appeared on your Account or your monthly statement.

Agreement: The Waiver Program as set forth solely in this Waiver Program Guide and any amendments or modification thereto.

Borrower: The Borrower who is named on the Account. The terms "you" and "your" are also used to refer to the Borrower.

Claimant: The Borrower on the Borrower Account for whom a claim for Death, Disability, Critical Illness, Job Loss, Strike or Lockout is submitted.

Doctor: A Doctor of Medicine duly licensed to practice medicine, or any other practitioner recognized by the College of Physicians and Surgeons in the State in which the Treatment is rendered. The Doctor must be someone other than yourself or a member of your immediate family. Immediate family includes your spouse, parent or stepparent, child or stepchild, brother or sister, stepbrother or stepsister, brother-in-law or sister-in-law, father-in-law or mother-in-law, or son-in-law or daughter-in-law.

Effective Date: The Effective Date as indicated on the Loan Documents.

Good Standing: Your Account is in Good Standing if the **payments** are not past due or the Account is not charged-off, suspended, credit revoked or in cancelled status.

Lender: Means the Lender set forth in the Loan Documents and any holder or assignee of Lender.

Loan Documents: All documents related to and which evidence the loan to Borrower from Lender.

Treatment: Means advice, consultation, care, treatment and/or service provided by a Doctor. This includes but is not limited to diagnostic measures, taking pills, injections or other medication for a condition.

Waiver Event: Death, Critical Illness diagnosis, Disability, Involuntary Job Loss, or Strike or Lockout occurring after the Effective Date of the Loan.

6) DEATH WAIVER

- a) The Death Waiver is equal to:
 - i) The sum of:
 - (1) the amount of your Account Balance on the date of Death; and
 - (2) the amount of interest Lender charges on your Account Balance from the date of Death to the Waiver Start Date; however, no more than 120 days of interest will be included, regardless of the period of time that transpires between the date of Death and the Waiver Start Date.
- b) The Death Waiver is not applicable if the Death resulted directly or indirectly from any of the exclusions listed under the Exclusions section below.

7) CRITICAL ILLNESS WAIVER

- a) The Critical Illness Waiver is equal:
 - i) The sum of:
 - (1) the amount of your Account Balance on the date of diagnosis by a Doctor of the Critical Illness; and,
 - (2) the amount of interest Lender charges on your Account Balance from the date of diagnosis of the Critical Illness by a Doctor to the Waiver Start Date; however, no more than 120 days of interest will be included, regardless of the period of time that transpires between the date of diagnosis by a Doctor of the Critical Illness and the Waiver Start Date.
- b) **Critical Illness** means a Heart Attack, Stroke, Coronary Artery Bypass Surgery, Cancer, Blindness, Paralysis, Deafness, or Coma as defined below.
- c) **Heart Attack**
 - i) Heart Attack means the death of heart muscle as a result of an obstruction of blood flow, that results in the rise and fall of biochemical cardiac markers to levels considered diagnostic of myocardial infarction, with at least one of the following heart attack symptoms:
 - (1) New electrocardiogram (ECG) changes consistent with a Heart Attack; or

- (2) Development of new Q waves during or immediately following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty.
 - ii) This diagnosis must be made, in writing, by a Doctor who is a specialist in internal medicine or a cardiologist.
 - iii) No Waiver is applicable for elevated biochemical cardiac markers with a level of less than 1; or ECG changes suggesting a prior myocardial infarction, which do not meet the Heart Attack definition as described above.
- d) **Stroke**
- i) Stroke means any cerebrovascular incident excluding transient ischemic attack (mini stroke) producing neurological sequelae lasting more than twenty-four (24) hours and including infarction of brain tissue, hemorrhage from an intracranial vessel and embolization caused by an extracranial source. This diagnosis must be made in writing by a Doctor who is a certified neurologist and there must be evidence of permanent neurological deficit for at least 30 consecutive days.
 - ii) No Waiver is applicable for a transient ischemic attack (TIA) often referred to as a mini stroke as it is excluded from the definition of covered Stroke.
- e) **Coronary Artery Bypass Surgery**
- i) Coronary Artery Bypass Surgery means surgery to correct the narrowing or blockage of one or more coronary arteries using arterial grafts. A Doctor, who is a certified cardiologist, must have advised in writing that this surgery was necessary.
 - ii) Coronary Artery Bypass Surgery does not include non-surgical techniques such as balloon angioplasty, laser relief of an obstruction, or other intra-arterial procedures.
- f) **Cancer**
- i) Cancer means a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and invasion of tissue. This diagnosis must be made, in writing, by a Doctor who is a certified oncologist.
- (1) Cancer for the purposes of this Waiver Program, does not include:
- (a) any skin cancer that is not malignant invasive melanoma and that has not exceeded 0.75 millimeters in depth;
 - (b) carcinoma in situ;
 - (c) Kaposi's Sarcoma or cancerous tumors in the presence of any human immunodeficiency virus (HIV);
 - (d) stage A (T1 N0 M0 or other equivalent) prostate cancer; or

(e) premalignant lesions, benign tumors or polyps.

ii) No Waiver will be applicable for Cancer if a diagnosis of Cancer or investigation leading to a diagnosis of Cancer occurs within 60 days of the Effective Date of this coverage.

g) Blindness

i) Blindness means the permanent and incurable loss of sight in one or both eyes. Corrected visual acuity must either be worse than 20/200 in one or both eyes (at 20 feet, unable to read a letter that was designed to be read at a distance of 200 feet) or the field of vision is less than 20 degrees in one or both eyes. This diagnosis must be made, in writing, by a Doctor who is a certified ophthalmologist and the condition must be considered permanent and incurable.

h) Paralysis

i) Paralysis means the total and irrecoverable loss of function of one (1) or more of the limbs through neurological damage due to injury or sickness. Diagnosis must be made, in writing, by a Doctor who is a certified neurologist and must be supported by medical evidence that this paralysis has continued for at least 60 consecutive days.

ii) The Critical Illness waiver will not be made if the paralysis diagnosis is made within the first 60 days of the Effective Date of coverage.

i) Deafness

i) Deafness means the permanent loss of hearing in one or both ears, with an auditory threshold of more than 90 decibels in one or both ears. Diagnosis must be made, in writing, by a Doctor who is a certified otolaryngologist.

j) Coma

i) Coma means a state of unconsciousness in which external stimulation will produce no more than primitive avoidance reflexes. This diagnosis must be made, in writing, by a Doctor who is a certified neurologist along with medical evidence supporting this state of unconsciousness having continued for a period of at least 96 consecutive hours.

k) Specific Waiver Exclusions

i) The Critical Illness Waiver is not eligible if the Critical Illness or diagnosis thereof results directly or indirectly from:

(1) any of the exclusions listed under the Exclusions section below; or

(2) any of the exclusions from specific Critical Illnesses as listed in the definition of each Critical Illness.

8) DISABILITY WAIVER

a) The Disability Waiver is equal to the sum of:

- (1) The amount of Your Account Balance on the date of Disability.
- b) **Disabled or Disability** means the Claimant is unable to perform the essential duties of his or her job because of a sickness, injury, mental illness or nervous disorder for a period of at least 60 consecutive days.
- c) **Specific Waiver Conditions**
 - i) This Disability waiver will only be made if the Claimant:
 - (1) has exhausted all government and employment disability benefits available;
 - (2) is Disabled for more than 60 consecutive days;
 - (3) becomes Disabled on or before his or her 70th birthday.
- d) **Specific Waiver Exclusions**
 - i) The Disability waiver is not eligible if the Disability resulted directly or indirectly from:
 - (1) any of the exclusions listed under the Exclusions section below;
 - (2) normal pregnancy or childbirth, except in situations of complications arising from abnormal pregnancy or abnormal childbirth; or
 - (3) any period during which the Claimant is not under the regular care, attendance and Treatment of a Doctor.
- e) **Proof of Disability**
 - i) In addition to the general proof of claim matters addressed in the HOW TO MAKE A WAIVER CLAIM, the following specific requirements of proof apply:
 - (1) In support of a Disability claim, please submit a written statement from your Doctor, in a form satisfactory to the Lender, certifying that you are Disabled. The Lender may also require you to be examined by a Doctor chosen by the Lender.
 - (2) You may be required to provide written permission for the Lender to ask your former employers and health care practitioners about your health.

9) GENERAL EXCLUSIONS

Claimant is not eligible for a waiver under this Waiver Program if Death, Critical Illness or Disability resulted directly or indirectly from:

- a) intentionally self-inflicted injury, suicide or attempted suicide, while sane or insane;
- b) declared or undeclared war unless on active military duty as a member of the U.S. Forces or reserve;
- c) pandemic or other community illness;
- d) any nuclear, chemical or biological contamination due to any act of terrorism;

- e) the commission or attempted commission of a criminal offence;
- f) the intentional taking of drugs, except where prescribed by a Doctor and taken as directed;
- g) any poisonous substance, gas or fume of any kind voluntarily taken, administered, absorbed or inhaled;
- h) the operation or control of any motorized vehicle or watercraft with blood alcohol concentration in excess of legal limits in the jurisdiction where the death, Critical Illness or Disability occurred;
- i) active participation in a flight in an aircraft, whether as a pilot, a member of the crew, an instructor or a student;
- j) if you misstated your age and your correct age would have rendered you ineligible for a waiver;
- k) any misrepresentation on the Loan Documentation will make the Claimant ineligible for a waiver.
- l) active participation in an uprising, riot, insurrection, or in an act of terrorism; or
- m) a pre-existing condition, if death, Critical Illness or Disability occurs within 12 months of the Effective Date. For the purposes of this exclusion, a pre-existing condition is defined as any sickness or injury for which You or the Co-borrower, as applicable, received medical advice, consultation, investigation, diagnosis, or for which Treatment was required or recommended by a Doctor, during the 12 months prior to the Effective Date.

10) HOW TO MAKE A CLAIM

a) Notice of Claim and Claim Forms

- i) You or someone acting on the Claimant's behalf must notify the Lender within 30 days of a claim for Death, diagnosis of a Critical Illness, Disability, Job Loss, Strike or Lockout.
- ii) The Lender will send You or the Claimant's representative a claim form and instructions on submitting a claim upon receipt of verbal or written notification of a claim.

b) Proof of Claim

- i) You or someone acting on the Claimant's behalf must send the Lender at the address indicated in the Notice of Claim and Claim Forms section written proof of the claim (the completed claim form and supporting documentation) within 30 days of death, diagnosis of a Critical Illness, Disability, Job Loss or Strike or Lockout.
- ii) If the proof of claim is not received within the specified time, the claim will only be

processed if you or the Claimant's representative can show reasonable cause for delay. However, the deadline will not be extended beyond 60 days from the date of the Claimant's death, diagnosis of a Critical Illness, Disability, Job Loss, Strike or Lockout.

- iii) Any costs for the completion of a claim form or any documentation submitted in support of a claim are at your or the Claimant's representative's expense.
- iv) A Waiver will not be made if You or the Claimant's representative refuse to provide a claim form or any documentation or proof required, or may be required, in support of a claim.

c) Rights of Examination

- i) In the event of a death claim, the Lender has the right, where allowed by law, to ask for proof of cause of death.

d) Payments until Decision is Made

- i) You are responsible for continuing to make Your applicable loan payments until a decision is made by the Lender on any claim submitted under this Waiver Program.

11) HEALTH AND FINANCIAL INFORMATION AUTHORIZATION

If you submit a claim application you give permission for Lender to use or disclose any health or financial information you or your representatives have provided in connection with this Waiver Program. The health and financial information that you provide will be used in determining your eligibility for the Waiver Program and may be disclosed by the Lender to its staff and consultants. By submitting a claim application you authorize Lender to use and/or disclose (release) your health and financial information. Those persons who receive your health and/or financial information may not be required by Federal privacy laws (such as the Privacy Rule) to protect it and may share your information with others without your permission, if permitted by laws governing them. Please note that if you do not agree to this Authorization you will not be eligible for the Waiver Program. You may change your mind and revoke (take back) this Authorization at any time, except to the extent that the Lender has already acted based on this Authorization. To revoke this Authorization, you must give written notice to Lender.

12) MODIFICATION OR TERMINATION BY LENDER

The Waiver Program can be modified or terminated at any time by the Lender after the Effective Date by Lender providing a notice on its website.

13) CANCELLATION BY BORROWER

- a) You may cancel your participation in the Waiver Program at any time by giving written notice to the Lender.
- b) Borrower understands and acknowledges that the Borrower contract with Lender and Loan Documents are not made subject to the condition that the Borrower must participate in the Waiver Program. Initial rejection or cancellation by Borrower of participation in the Waiver Program does not entail a forfeiture or the reduction of the Lender's rights under the Borrower contract with Lender and Loan Documents. The rights of the Borrower under the contract or Loan Documents shall not be forfeited when the Borrower cancels, terminates or withdraws from the Waiver Program.

14) ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Waiver Program.

15) INVALID PROVISION

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision was omitted.

16) BENEFIT AND ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, legal representatives, successors and assigns; provided, however, that Borrower and Claimant may not assign or delegate any of such party's rights or obligations hereunder without obtaining the prior written consent of Lender, its successors or assigns.

17) LIMITATION OF ACTIONS

- a) No action at law or in equity shall be brought to recover on this Waiver Program prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Waiver Program.
- b) Every action or proceeding engaged against a Lender for any Waiver or matter under the Waiver Program is absolutely barred unless commenced within 1 year following the Waiver Event.

18) NO INSURANCE

This Agreement is not a contract for insurance. The Claimants hereunder do not have the

right to participate in any State or applicable insurance fund.

19) LIMITATION OF LIABILITY

In recognition of the relative risks and benefits to both the Borrower and the Lender for participating in the Waiver Program, the risks have been allocated such that the Borrower and Claimant agree, to the fullest extent permitted by law, to limit the liability of the Lender to the Borrower and Claimant for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Lender to the Borrower and Claimant under the Waiver Program shall not exceed the amount of Borrower's Account Balance. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

20) WAIVER AND EXCLUSION OF ACTIONS

Except as provided in the preceding paragraph, Limitation of Liability, to the fullest extent permitted by applicable law, Borrower and Claimant shall not assert, and hereby waive, any claim against any Lender, its holders and assigns, and its claim administrators on any theory of liability, for direct or actual damages, special, indirect, consequential or punitive damages arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, for all transactions and obligations related to the Waiver Program.

21) ARBITRATION

The Borrower shall arbitrate all disputes arising out of or relating to any aspect of the relationship between the Borrower and the Lender whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, including, but not limited to: (i) claims that arose before this or any prior agreement, or which may hereafter arise; (ii) claims that are currently the subject of purported class action litigation or in which you and any responsible party is a member of a certified class; and (iii) claims that may arise after the termination of your participation in the Waiver Program. Any party may start an arbitration proceeding by sending to the other(s), by certified mail, a letter requesting arbitration (the "**Demand**"). If the arbitration is started by a party other than the Lender the Demand must be sent to the Lender by Certified Mail to the address set forth in the Loan Documents (the "**Notice Address**"). The Demand must (A) describe the nature and basis of the claim or dispute and (B) set forth the relief sought. The Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association will govern the arbitration. You and the Lender, and any responsible party agree that (i) any

dispute resolution proceedings, whether in court or arbitration will be conducted only on an individual basis and not in a class or representative action, (ii) neither you nor the Lender, nor any responsible party shall be a member in a class, consolidated, or representative action or proceeding, (iii) the arbitrator is authorized to award relief only on an individual basis, and (iv) you and the Lender, and any responsible party are each waiving the right to a trial by jury. The Lender does not consent to class arbitration; accordingly, if a court or arbitrator refuses to enforce clauses (i), (ii), or (iii) of the immediately preceding sentence, then the agreement to arbitrate shall be unenforceable as to you or any responsible party. Participation in the Waiver Program evidences a transaction in interstate commerce, and, therefore, the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of your participation in the Waiver Program. Notwithstanding the arbitration agreement set forth in this paragraph, the Lender may assign any delinquent accounts for collection, and the Lender may pursue in court claims limited to the collection of past due amounts.

22) GOVERNING LAW

The coverage under the Waiver program shall be governed in accordance with the applicable laws in the jurisdiction specified in the Loan Documents.

23) CONSENT TO PERSONAL JURISDICTION

The Parties to this Waiver Program consent and agree that all matters related to the Waiver Program shall be brought exclusively in the forum as set forth in the Loan Documents and Borrower and Claimant herewith agree to submit to personal jurisdiction in such forum as set forth in the Loan Documents.