



Provident Credit Union  
 P.O. Box 8007  
 Redwood Shores, CA 94063-0907  
 (800) 632-4600

**APPLICATION, DISCLOSURES, AND PROGRAM AGREEMENT for PAYMENT PROTECTION PLAN**

BORROWER NAME <b>ANDREW B SHARP</b>	CO-BORROWER NAME	LOAN NUMBER <b>005000543245</b>	ACCOUNT NUMBER <b>14599983</b>	DATE OF LOAN <b>9/28/2023</b>
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**This Product is Optional.** Your purchase of the Payment 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 Provident 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: <i>closed-end consumer loans; consumer lines of credit</i>		Cost:	
		<i>Lines of Credit:</i> monthly cost per \$1,000 of outstanding loan balance	<b>Closed-End Loans:</b> estimated total fee
I Elect: <i>(Check only one box)</i>			
<b>PLAN A: Plan #522635</b>			
<b>Disability:</b> Cancels up to \$1,000 per month for up to 12 payments	<input type="checkbox"/> Borrower (single)	<b>\$2.90</b>	\$ _____
<b>Involuntary Unemployment:</b> Cancels up to \$1,000 per month for up to 6 payments	<input type="checkbox"/> Co-Borrower (single)		
	<input type="checkbox"/> Both Borrowers (joint)		
<b>PLAN B: Plan #522636</b>			
<b>Death:</b> Cancels loan balance up to \$100,000	<input type="checkbox"/> Borrower (single)	<b>\$2.20</b>	\$ _____
<b>Terminal Condition:</b> Cancels up to \$1,000 per month for up to 6 payments	<input type="checkbox"/> Co-Borrower (single)		
<b>Disability:</b> Cancels up to \$1,000 per month for up to 12 payments	<input type="checkbox"/> Both Borrowers (joint)		
<b>PLAN C: Plan #522637</b>			
<b>Death:</b> Cancels loan balance up to \$100,000	<input type="checkbox"/> Borrower (single)	<b>\$0.90</b>	\$ _____
<b>Terminal Condition:</b> Cancels up to \$1,000 per month for up to 6 payments	<input type="checkbox"/> Co-Borrower (single)		
	<input type="checkbox"/> Both Borrowers (joint)		
<b>PLAN D: Plan #712697</b>			
<b>Death:</b> Cancels loan balance up to \$100,000	<input type="checkbox"/> Borrower (single)	<b>\$3.50</b>	\$ _____
<b>Terminal Condition:</b> Cancels up to \$1,000 per month for up to 6 payments	<input type="checkbox"/> Co-Borrower (single)		
<b>Disability:</b> Cancels up to \$1,000 per month for up to 12 payments	<input type="checkbox"/> Both Borrowers (joint)		
<b>Involuntary Unemployment:</b> Cancels up to \$1,000 per month for up to 6 payments			
<b>Cancellation Maximums</b>			
Monthly cancellations listed are per occurrence for each protected borrower.			
<input checked="" type="checkbox"/> No, I do not wish to apply for the voluntary Plan at this time. <u>ABS</u> (Borrower initials) _____ (Co-Borrower initials)			
<b>Application Eligibility:</b>			

*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:

- I am under age 70;
- If applying for Disability or Involuntary Unemployment protection: I am presently working 24 or more hours per week;
- 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:
<b>Death</b>	If you die during the term of this agreement, you will be eligible for cancellation.	We will cancel the outstanding balance, up to \$100,000.  Only one cancellation will be made, even if you have joint protection.  If you have joint protection and both borrowers die at the same time, no more than \$100,000 will be cancelled.	<ol style="list-style-type: none"> <li>1. Your death is due to:               <ol style="list-style-type: none"> <li>a. suicide committed within the first 12 months of protection;</li> <li>b. an intentionally self-inflicted injury;</li> <li>c. a <b>Pre-existing Condition</b> (see Definition section);</li> <li>d. Caused by or results from an atomic explosion or any other release of nuclear energy (except when used solely for medical treatment); or</li> </ol> </li> <li>2. Your death 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> </ol>
<b>Terminal Condition</b>	During the term of this agreement, you must be diagnosed with a Terminal Condition.  A "Terminal Condition" is a condition, as diagnosed by a licensed physician, which is caused by sickness or accident that directly results in a life expectancy of 6 months or less.	<ol style="list-style-type: none"> <li>1. We will cancel up to 6 consecutive payments as of the date of diagnosis of terminal illness. <b>Example:</b> Suppose you are diagnosed with a Terminal Condition on April 4. We will cancel one monthly payment as of April 4, an additional monthly payment on May 4, and each additional monthly payment thereafter on your Monthly Anniversary.</li> <li>2. If you die after being diagnosed with a Terminal Condition, monthly payment cancellations will cease, and the remaining outstanding balance will be cancelled in accordance with the Death protected event section above.</li> <li>3. <b>Maximum monthly cancellation:</b> \$1,000.</li> </ol>	<ol style="list-style-type: none"> <li>1. Death or the Terminal Condition is due to:               <ol style="list-style-type: none"> <li>a. an intentionally self-inflicted injury;</li> <li>b. a <b>Pre-existing Condition</b> (see Definition section);</li> <li>c. Caused by or results from an atomic explosion or any other release of nuclear energy (except when used solely for medical treatment); or</li> </ol> </li> <li>2. The Terminal Condition is diagnosed 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> </ol>
<b>Disability</b>	During the term of this agreement, you must: <ol style="list-style-type: none"> <li>1. Be continuously unable, due to sickness or injury, to perform the substantial and material duties of your regular occupation; and</li> <li>2. Be under the regular care and treatment of a licensed physician or licensed health care provider; and</li> <li>3. Be disabled for at least 30 consecutive days.</li> </ol>	<ol style="list-style-type: none"> <li>1. Once you are disabled for 30 days, we will cancel one payment as of your Monthly Anniversary Date. Thereafter, we will cancel one monthly payment for each month that you remain disabled on your Monthly Anniversary Date for up to 12 total payment cancellations.  Your Monthly Anniversary Date is the numerical date of the month on which you become disabled. <b>Example:</b> Suppose you become disabled on April 4. If you are still disabled on the Monthly Anniversary Date of May 4, we will cancel one monthly payment, and each additional monthly payment thereafter for each month you remain disabled on your Monthly Anniversary Date.</li> <li>2. Cancellations will immediately stop if:               <ol style="list-style-type: none"> <li>a. you recover or return to work; or</li> <li>b. the loan is paid off, refinanced with a different lender, or discharged.</li> </ol> </li> <li>3. <b>Maximum monthly cancellation:</b> \$1,000.</li> </ol>	<ol style="list-style-type: none"> <li>1. Your disability is due to:               <ol style="list-style-type: none"> <li>a. an intentionally self-inflicted injury;</li> <li>b. a normal pregnancy, normal childbirth, or elective abortions. Complications due to pregnancy or childbirth will only be protected if the complications themselves are the cause of the disability;</li> <li>c. a <b>Pre-existing Condition</b> (see Definition section);</li> <li>d. Caused by or results from an atomic explosion or any other release of nuclear energy (except when used solely for medical treatment); or</li> </ol> </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> </ol>

<p><b>Involuntary Unemployment</b></p>	<p>During the term of this agreement, you must:</p> <ol style="list-style-type: none"> <li>1. Involuntarily lose your employment in which you were actively working for income for 24 hours or more per week; and</li> <li>2. Be involuntarily unemployed for 30 consecutive days; and</li> <li>3. Be receiving state or railroad unemployment benefits.*</li> </ol> <p>*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.</p> <p>*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.</p>	<ol style="list-style-type: none"> <li>1. Once you are involuntarily unemployed for 30 days, we will cancel one payment as of your Monthly Anniversary Date. Thereafter, we will cancel one monthly payment for each month that you remain unemployed on your Monthly Anniversary Date for up to 6 total payment cancellations.</li> </ol> <p>Your Monthly Anniversary Date is the numerical date of the month on which you become unemployed.</p> <p><b>Example:</b> 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 monthly payment, and each monthly payment thereafter for each month you remain unemployed on your Monthly Anniversary Date.</p> <ol style="list-style-type: none"> <li>2. Cancellations will immediately stop if: <ol style="list-style-type: none"> <li>a. your unemployment benefits are discontinued for any reason other than reaching the maximum benefit allowed;</li> <li>b. you regain employment; or</li> <li>c. the loan is paid off, refinanced with a different lender, or discharged.</li> </ol> </li> <li>3. <b>Maximum monthly cancellation:</b> \$1,000.</li> </ol>	<ol style="list-style-type: none"> <li>1. Your unemployment occurs on or after your 70<sup>th</sup> birthday;</li> <li>2. Your unemployment occurs within the first 90 days after the Effective Date.</li> <li>3. Your unemployment was voluntary (e.g., you retired, quit, or resigned); or</li> <li>4. Within the first 2 years after you apply, we find you were not eligible when you applied.</li> </ol>
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**\*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 800-632-4600. 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 Provident Credit Union, P.O. Box 8007, Redwood Shores, CA 94063-0907. 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 adjusted accordingly). Once the younger borrower reaches age 70, all protection will terminate. If either borrower dies, any available cancellation for death 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 800-632-4600 or write us at Provident Credit Union, P.O. Box 8007, Redwood Shores, CA 94063-0907.

### 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.