

# Seen™ Credit Protection

## Terms and Conditions

Seen™ Credit Protection program described herein is an optional program in which You have chosen to enroll, and this Seen™ Credit Protection Terms and Conditions (“Credit Protection Agreement”) amends Your Seen™ Cardmember Agreement (“Cardmember Agreement”). Capitalized terms that are not defined here will have the meaning as defined in Your Cardmember Agreement. This Credit Protection Agreement contains the terms and conditions under which We will cancel Your obligation to pay Us certain amounts owed on Your Enrolled Account (as defined below) upon the occurrence of an Eligible Event (as defined below).

Please read this Credit Protection Agreement carefully as it contains information about eligibility requirements, conditions and exclusions that could prevent You from receiving Benefits under this Seen™ Credit Protection program. Whether or not You purchase Seen™ Credit Protection will not affect the terms of Your current Cardmember Agreement or any application for credit You have with Us.

### DEFINITIONS

“Benefit(s)” – the cancellation of the New Balance or Minimum Payment(s) on Your Enrolled Account, for a specific Eligible Event, as applicable, in accordance with this Credit Protection Agreement.

“Effective Date” – the date Your Seen™ Credit Protection is effective. Your Effective Date is stated above.

“Eligible Event” – Involuntary Unemployment, Disability, Loss of Life, Hospitalization, Auto Service Expense, Medical Expense, and Natural Disaster, as defined below.

“Enrolled Account” – the Account referenced above which is eligible to receive Benefits under this Credit Protection Agreement.

“Event Date” – the date Your Eligible Event began.

“Health Care Provider” – a Doctor of Medicine or osteopathy, podiatrist, dentist, chiropractor, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, or a clinical social worker who is licensed to practice in one of the states in the United States or in a United States territory and performing within the scope of their license.

“Minimum Payment” – the minimum amount You must pay on Your Enrolled Account each month. This is typically identified on Your applicable monthly billing Statement as the Minimum Payment Due.

“New Balance” – the unpaid principal, accrued finance charges, Seen™ Credit Protection fees and other fees as shown on Your Enrolled Account billing Statement up to \$10,000. This is typically identified on Your applicable monthly billing Statement as the “New Balance.”

“Program Administrator” – the company retained by Us to assist Us in providing Seen™ Credit Protection services to You.

“We,” “Us,” or “Our” – Coastal Community Bank and its successors and assigns.

“You” or “Your” – the Cardmember who opened the Enrolled Account and who is liable for debt incurred on the Enrolled Account.

### IMPORTANT FEE INFORMATION

Fee Calculation – The monthly fee for Seen™ Credit Protection is \$1.69 per \$100 of Your New Balance and will be charged on Your monthly billing Statement each month. For example, if Your monthly billing Statement showed Your New Balance as \$100, a Seen™ Credit Protection fee of \$1.69 would be charged.

- If Your New Balance is less than \$100, the Seen™ Credit Protection fee will still be charged by using the same calculation as above. For example, if the New Balance on Your monthly billing Statement was \$40, the Seen™ Credit Protection fee for that month would be \$40 divided by \$100 times \$1.69 which equals \$0.68 rounded to the nearest penny.
- You will be charged a Seen™ Credit Protection fee whenever You have a New Balance on Your monthly billing Statement, even if You pay Your balance in full each month.
- If the New Balance is \$0.00 as reflected on Your monthly billing Statement, You will not be charged a Seen™ Credit Protection fee for that month.

## **GENERAL ELIGIBILITY REQUIREMENTS**

- If the Event Date of an Eligible Event began prior to the Effective Date, You will not be eligible for Benefits. The Event Date of the Eligible Event must be while You are enrolled in Seen™ Credit Protection.
- The Enrolled Account can only receive one (1) Benefit per billing cycle.
- You must continue to pay Your Minimum Payment under Your Cardmember Agreement unless the Program Administrator notifies You in writing that You have been granted a Benefit that is equal to or greater than Your Minimum Payment.
- If Your Minimum Payment is greater than the awarded Benefit, You are responsible for paying the remaining amount of the Minimum Payment prior to the payment due date. As noted in Your Cardmember Agreement, We may report information about Your Enrolled Account to credit bureaus. Late payments, missed payments, or other defaults on Your Enrolled Account may be reflected in Your credit report.
- You must notify the Program Administrator of the Eligible Event within 365 days from the Event Date.
- The Program Administrator may ask You to provide additional information or documents to review Your Benefit request.

## **ELIGIBLE EVENTS**

### **INVOLUNTARY UNEMPLOYMENT**

“Involuntary Unemployment” means You experienced a total loss of full-time employment (30 or more hours per week) or part-time employment (20 or more hours per week) due to:

- an involuntary termination of employment;
- an individual or mass layoff;
- a unionized labor dispute or lockout; or
- a general strike.

#### Eligibility

To qualify for an Involuntary Unemployment Benefit, You must:

- Provide proof You worked at least 30 hours per week (full-time) or 20 hours per week (part-time) during the 30 days immediately before Your Involuntary Unemployment by having the employer’s statement completed on the Benefit request form; and
- Provide proof that You qualify for and are receiving state or federal unemployment benefits unless:
  - o Benefits were exhausted by a past period of unemployment;
  - o The employer was a nonprofit organization not required to withhold taxes;
  - o You did not earn enough in the period during which state or federal benefits are based; or
  - o The Involuntary Unemployment is the result of a general strike.

If You do not qualify for state unemployment benefits due to one of the reasons listed above, You must instead provide a copy of the denial letter from the state unemployment office and proof of current registration with the state unemployment office or an employment agency. In the event of a strike, labor dispute or lockout, a union representative or designated individual must sign the Benefit request form specifying the situation causing the Involuntary Unemployment.

In the event the cause of Involuntary Unemployment provided by the state unemployment office and the employer

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information contradict each other, the state unemployment office information shall overrule the employer information.

If You are self-employed or an independent contractor, You must provide proof of job loss (last date of employment income) and proof of being self-employed. Proof can be payment of self-employment taxes or a Notarized Statement, on company letterhead, verifying self-employment and complete loss of income and dates of employment.

### Exclusions

You will not qualify for an Involuntary Unemployment Benefit if:

- Your Involuntary Unemployment started within 15 days of the Effective Date.
- You voluntarily resign or retire.
- Your employment was seasonal.
- Your employment ends due to scheduled end of employment contract.
- You have applied for or are currently receiving Social Security Disability Benefits, Worker's Compensation Disability Benefits, or are otherwise not working due to medical reasons.
- You have experienced a reduction in work hours which does not result in total unemployment; or
- Your termination is a result of willful or criminal misconduct.

### Benefit Amount and Duration

In the event of Your Involuntary Unemployment from a total loss of full-time employment (30 or more hours per week) or part-time employment (20 or more hours per week), We may cancel Your current Minimum Payment due at Benefit approval for up to six (6) billing Statements. Each monthly Benefit will be equal to Your current Minimum Payment. You are only eligible for one (1) Minimum Payment Benefit for each 30-day period You remain involuntarily unemployed and provide proof the Eligible Event continued. If after six (6) monthly Benefits You are still eligible to receive a Benefit, We will cancel the New Balance for the billing Statement on or after the final Benefit approval date.

### Re-eligibility

Once You have been granted a Benefit for Involuntary Unemployment, You must regain full-time or part-time employment of 20 or more hours per week for at least 60 consecutive days before You will be considered eligible for another Involuntary Unemployment Benefit.

## **DISABILITY**

"Disability" means You become unable to perform the major duties of Your occupation or are unable to pursue Your normal daily activities due to an illness or injury.

### Eligibility

To qualify for a Benefit due to a Disability:

- You must be under the treatment of a Health Care Provider who verifies Your Disability in writing.

### Benefit Amount and Duration

In the event of Your Disability, We may cancel Your current Minimum Payment due at Benefit approval for up to six (6) billing Statements. Each monthly Benefit will be equal to Your current Minimum Payment. You are only eligible for one (1) Minimum Payment Benefit for each 30-day period You remain disabled and provide proof the Eligible Event continued. If after six (6) monthly Benefits You are still eligible to receive a Benefit, We will cancel the New Balance for the billing Statement on or after the final Benefit approval date.

### Re-eligibility

If Your most recent Disability recurs or if You are eligible for another condition within 30 days of Your Health Care Provider allowing You to resume normal activities, this will be considered a continuation of the previous Disability.

To be eligible for another Disability Benefit where the condition is the same or similar, the Eligibility Event must occur 180 days or more after the Event Date of a previously approved Disability Benefit.

## **LOSS OF LIFE**

“Loss of Life” means Your death.

### Eligibility

To qualify for a Benefit due to a Loss of Life:

- The Program Administrator must receive a certified copy of Your death certificate.

### Benefit Amount

Benefit Amount is equal to the New Balance shown on the billing Statement issued on or after Your date of death. Upon receiving this Benefit Your enrollment in Credit Protection will be canceled.

## **HOSPITALIZATION**

“Hospitalization” means You are confined or admitted to any licensed medical hospital, acute care facility, convalescent nursing facility, residential drug facility, psychiatric facility, hospice facility, or licensed nursing home and stay for at least two (2) consecutive nights.

### Eligibility

To qualify for this Benefit, You must provide proof You experienced a Hospitalization.

### Benefit Amount and Duration

The Benefit is equal to the current Minimum Payment owed on Your Enrolled Account at Benefit approval. In cases where You experienced a Hospitalization for five (5) consecutive nights or more, then We will cancel the New Balance for the billing Statement on or after Your Benefit approval date. Two (2) Hospitalization Benefit Eligible Events are allowed per calendar year.

## **AUTO SERVICE EXPENSE**

“Auto Service Expense” means You have a one-time auto service or auto parts expense totaling \$150 or more.

### Eligibility

To qualify for this Benefit, You must provide proof that You incurred an Auto Service Expense.

### Benefit Amount and Duration

The Benefit is equal to the current Minimum Payment owed on Your Enrolled Account at Benefit approval. You may be eligible for one (1) Minimum Payment Benefit. One (1) Auto Service Expense Benefit is allowed per calendar year.

## **MEDICAL EXPENSE**

“Medical Expense” means You have incurred a one-time medical expense billed by a Health Care Provider totaling \$150 or greater.

### Eligibility

To qualify for this Benefit, You must provide proof that You incurred a Medical Expense.

### Benefit Amount and Duration

The Benefit is equal to the current Minimum Payment owed on Your Enrolled Account at Benefit approval. You may be eligible for one (1) Minimum Payment Benefit. One (1) Medical Expense Benefit is allowed per calendar year.

## **NATURAL DISASTER**

“Natural Disaster” means Your primary residence is in a county and/or zip code that has been declared a

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disaster area by the Federal Emergency Management Agency (FEMA).

### Eligibility

To qualify for this Benefit, Your primary residence is in an area that experienced a Natural Disaster.

### Benefit Amount & Duration

The Benefit is equal to the current Minimum Payment owed on Your Enrolled Account at Benefit approval. If approved for a Natural Disaster Benefit, You may be eligible for three (3) consecutive Minimum Payment Benefits. Each monthly Benefit will be equal to Your current Minimum Payment. One (1) Natural Disaster Benefit is allowed per calendar year.

## **HOW TO REQUEST BENEFITS**

To request a Benefit, You must notify the Program Administrator within 365 days from the Event Date by calling toll-free 1-866-846-8247 9:00 a.m. – 8:00 p.m. Eastern Time, Monday through Friday, excluding holidays or by visiting [creditprotection.seen.com](http://creditprotection.seen.com).

The Benefit request form will be sent to You via U.S. Mail. You must complete the Benefit request form and mail it along with the required documentation to the following address:

Seen™ Credit Protection  
Program Administrator  
P.O. Box 740237  
Atlanta, GA 30374-0237

If You have any questions, You may contact the Program Administrator by calling the toll-free number noted above.

## **HOW TO CANCEL CREDIT PROTECTION**

You may cancel Seen™ Credit Protection by contacting the Program Administrator at 1-866-846-8247, 9:00 a.m. – 8:00 p.m. Eastern Time, Monday through Friday, excluding holidays or by visiting [creditprotection.seen.com](http://creditprotection.seen.com). If You cancel Seen™ Credit Protection within the first 30 calendar days after Your Effective Date, any Seen™ Credit Protection fees You have been billed will be credited to Your Enrolled Account but You will no longer be eligible for Benefits. If You cancel after the first 30 days, no credit will be issued. This Credit Protection Agreement will end as of the date We receive and process Your request to cancel Seen™ Credit Protection.

We may cancel the Credit Protection Agreement by providing 30 days written notice to Your last address in Our records. This Credit Protection Agreement will end on the date identified in the written termination notice. Additionally, We may immediately end this Credit Protection Agreement by written notice to You if We discover that You provided false information in regard to a Benefit request or You misrepresented any information to Us about Your participation in Seen™ Credit Protection.

Upon termination or cancellation by Us or by You, You will not be eligible to receive Benefits for any Eligible Event with an Event Date on or after the date of termination or cancellation. You may be eligible to receive Benefits for any Eligible Event which occurred prior to the cancellation date and is timely filed.

If this Credit Protection Agreement is cancelled, You must submit a new enrollment request, and We must approve Your request, to restart the Seen™ Credit Protection program.

## **PROGRAM SUSPENSION AND REINSTATEMENT**

Your enrollment will be suspended with written notification, and You will no longer be charged Seen™ Credit Protection fees if You are (3) billing Statements past due in making Minimum Payments on Your Enrolled Account or You are in default under Your Cardmember Agreement and charging privileges have been suspended.

If Your Enrolled Account status changes and Your Enrolled Account is no longer (3) billing Statements past due or in default, and You can make card transactions again, We will automatically reinstate Your Seen™ Credit Protection. Seen™ Credit Protection fees will then be charged to Your Enrolled Account again. No Benefits are provided for Eligible Events with an Event Date during the time Your enrollment was suspended.

If Your Enrolled Account status does not change and Your Enrolled Account continues to be (6) billing Statements past due or in default under Your Cardmember Agreement, We will not reinstate Your enrollment in Seen™ Credit Protection.

## **OTHER PROVISIONS**

- Active-duty members of the military, guard, or reserve and their dependents entitled to protections under the Military Lending Act or Servicemembers Civil Relief Act are not eligible to enroll or maintain enrollment in the Program. If You are covered by either of these laws, Your enrollment will be canceled and you will no longer be assessed fees. Any fees paid will be refunded in compliance with the applicable law.
- We may change any term or condition of this Credit Protection Agreement at any time. We or Program Administrator will notify You of these changes in writing before they become effective unless they are favorable to You. You have the right to terminate Your Credit Protection Agreement by notifying the Program Administrator if You do not agree with those changes.
- You agree that We have the right, at Our own expense, to examine Your person and Your medical records in connection with any of Your requests for Benefits.
- This Credit Protection Agreement is an amendment to Your Cardmember Agreement. All other provisions of Your Cardmember Agreement remain in full force and effect. In the event of any conflict between the terms of this Credit Protection Agreement and the terms contained in the Cardmember Agreement as such terms apply to this Credit Protection Agreement; the terms of this Credit Protection Agreement shall govern.
- A Benefit and the cancellation of debt may be taxable as income. You should contact a qualified tax advisor concerning any tax impact. You are solely liable for any applicable taxes.
- Arbitration and Waiver of Class Action provisions that are included in or associated with Your Cardmember Agreement also apply to any disputes that may arise under this Credit Protection Agreement.
- Seen™ Credit Protection is not insurance.
- We reserve the right to waive any of the requirements in this Credit Protection Agreement, at Our sole discretion. However, if We do waive any requirements, We will not be obligated to waive the same requirements in any other situation. Our waiver of any requirement is not considered a permanent waiver or waiver of any other requirement under this Credit Protection Agreement.
- We may ask You to provide additional information or documents as We review Your Benefit request form.
- We may assign any of Our rights or obligations under this Credit Protection Agreement without prior notice to You. You may not assign any of Your rights or obligations under this Agreement.
- The rights and responsibilities We have under this Credit Protection Agreement may be performed by the Program Administrator on Our behalf and at Our discretion.

## **REMINDER**

You may contact the Program Administrator at 1-866-846-8247 from 9:00 a.m. to 8:00 p.m. Eastern Time, Monday – Friday or by visiting [creditprotection.seen.com](https://creditprotection.seen.com).