

Card Security Debt Cancellation Program Agreement

This document contains **IMPORTANT INFORMATION** about how to qualify for a benefit and

why you may not receive a benefit.

Please read it carefully. Call us at **1-800-815-4051** if you have any questions.

DEFINITIONS

- Agreement means this Card Security Debt Cancellation Program Agreement.
- We, Us or Our means Synchrony Bank.
- Account means your Gap credit card account provided by Us.
- You, or Your means either the primary account holder, the first name that appears on Your monthly Account statement or joint account holder, the second name that appears on Your Account statement. For the purpose of determining a Covered Event only, You or Your also includes authorized users on the Account. Authorized users may not request Benefits or cancel this Agreement.
- Credit Card Agreement means Your credit card agreement for Your Account.
- Program means the Card Security Debt Cancellation Program.
- Covered Event means job loss, disability, leave of absence, hospitalization, nursing home care, terminal illness or loss of life as defined in section 3.
- Effective Date is the date Your coverage begins. The Effective Date for primary account holders is on the cover letter with this Agreement. The Effective Date for joint account holders and authorized users is the later of (1) the date on cover letter with this Agreement or (2) the date the joint account holder or authorized user is added to the Account.
- Benefit means We cancel Your obligation to pay Us certain amounts You owe on Your Account.
- Benefit Start Date means the first day that Your Covered Event begins.

1. IMPORTANT INFORMATION

Optional Program	<ul style="list-style-type: none"> Your purchase of this Program is optional. You may cancel at any time. Whether or not you purchase this Program will not affect Your credit terms of any existing Credit Card Agreement You have with Us.
Program Cost	<ul style="list-style-type: none"> The monthly Program fee is \$1.66 per \$100 of Your Account monthly ending balance automatically billed on Your Account statement.
Who is Covered	<ul style="list-style-type: none"> The primary and joint accountholders on the Account and any authorized users on the Account.
Making Monthly Payments	<ul style="list-style-type: none"> After a Covered Event happens, You must continue to make any required minimum payments on Your Credit Card Account after a Covered Event happens until You are notified Your Benefit request is approved.
	<ul style="list-style-type: none"> If Your Covered Events have the same Benefit Start Date, You will need to choose one Covered

Multiple Covered Events

Event.

2. HOW TO OBTAIN YOUR BENEFITS

2.1 Request Benefit Form

1. Call 1-800-815-4051

- 9:00 A.M. to 10:00 P.M. Eastern Time, Monday through Friday
- 9:00 A.M. to 6:00 P.M. Eastern Time, Saturday
- 9:00 A.M. to 4:00 P.M. Eastern Time, Sunday

Except holidays

You may also write to Card Security, P.O. Box 39, Roswell, GA 30077-0039

2. Complete and return Benefit request form with requested documents within one (1) year of the Benefit Start Date.

3. Requests for benefits for Covered Events of authorized users must be submitted by the primary or joint accountholder.

2.2 Other Required Documents. We may ask You to provide additional information or documents as we review Your Benefit request form request.

2.3 Filing Period. Return completed Benefit request form and required documents within **one (1) year** from the Benefit Start Date.

3. COVERED EVENTS

Please read about each of the Covered Events and the exclusions

3.1 Job Loss, Leave of Absence and Disability

- Job Loss means You lose Your Full-Time job because of one of the following:

- (a) A general strike;
- (b) A layoff for You;
- (c) A unionized labor dispute;
- (d) A lockout; or
- (e) You are terminated

Subject to Excluded Reasons listed below.

- Leave of Absence means that You are on an unpaid employer-approved leave from a Full-Time job. Subject to Excluded Reasons listed below.
- Full-Time means that You work at least 30 hours per week as a permanent non-seasonal employee.

To obtain a Job Loss or Leave of Absence Benefit:

- The Benefit Start Date of Your Job Loss or Leave of Absence must be 30 days after Your enrollment Effective Date.

Excluded Reasons:

- You cannot obtain a Job Loss or Leave of Absence Benefit if You:

- (a) Are self-employed;
- (b) Are employed by a member of Your immediate family or household;
- (c) Quit Your job or retire;
- (d) Are fired due to misconduct;
- (e) Lose Your job because Your employment contract ends;
- (f) Are seasonally employed;
- (g) Keep Your job but Your work hours are reduced; or
- (h) Have a Benefit Start Date within thirty (30) days of Your enrollment Effective Date.
- Disability means that due to sickness or injury;
 - (a) You are unable to perform normal daily activities; and
 - (b) You require the care of a doctor;
 Subject to Excluded Reasons listed below.

To obtain a Disability Benefit:

- (a) The Benefit Start Date of Your Disability must be after Your Effective Date; and
- (b) You must be under the care of a doctor.

Cancellation amount for Job Loss, Leave of Absence and Disability Covered Events:

- **After** the Benefit Start Date, Your **minimum payment** shown on the first billing statement after Your Benefit Start Date is cancelled.
- **After 30 days** in a row of the Covered Event, Your **minimum payment** shown on the second billing statement after Your Benefit Start Date is cancelled.
- **After another 30 days or 60 days** total in a row of the Covered Event, Your **minimum payment** shown on the third statement after Your Benefit Start Date is cancelled.
- **After another 30 days or 90 days** total in a row of the Covered Event, **Your full Account balance is cancelled**, as of the Benefit Start Date minus any payments already cancelled for this Covered Event.
- **The total amount cancelled** will not exceed the amount You owed on Your Benefit Start Date, up to a maximum of \$10,000.

3.2 End of Self-Employment or Contract Employment or Reduction of Hours

- End of Self-Employment or Contract Employment or Reduction of Hours means that Your job working for Yourself or a member of Your immediate family ends or terminates, You lose Your job because Your employment contract ends or Your monthly work hours are reduced by at least 20 percent. Your job may be full-time or part-time or seasonal.

To obtain an End of Self-Employment or Contract Employment or Reduction of Hours Benefit:

- The Benefit Start Date of Your End of Self-Employment or Contract Employment or Reduction of Hours must be 30 days after Your enrollment Effective Date.

Cancellation amount for End of Self-Employment or Contract Employment or Reduction of Hours Covered Event:

- After a Covered Event, Your **minimum payment** shown on the first billing statement after Your Benefit Start Date is cancelled.
- Your **minimum payments** will continue to be cancelled while the Covered Event lasts up to a maximum of six minimum payments in total.
- **The total amount cancelled** will not exceed \$10,000.

3.3 Hospitalization and Nursing Home Care

- Hospitalization and Nursing Home Care means that You are admitted to a Hospital or a Nursing Home while under the care of a doctor, subject to Excluded Reasons listed below.
- A Hospital or Nursing Home is a licensed medical facility in the U.S.

To obtain a Hospitalization or Nursing Home Care Program Benefit:

- You must be under a doctor's care.

Cancellation Amount for Hospitalization and Nursing Home Care.

- After your Covered Event begins Your **minimum payment** shown on the first billing statement after Your Benefit Start Date is cancelled.
- **If You remain in a Hospital or Nursing Home for 7 nights** in a row as a result of the Covered Event, Your **full Account balance** is cancelled as of the Benefit Start Date minus any payments already cancelled.
- The **total amount cancelled** will not exceed the amount You owed on Your Benefit Start Date, up to a maximum of \$10,000.

3.4 Terminal Medical Condition or Loss of Life

- Terminal Medical Condition means a doctor has diagnosed You with a medical condition that is expected to cause Your death in six (6) months or less.
- Loss of Life means You pass away.

To obtain a Terminal Medical Condition or Loss of Life Benefit:

- The Benefit Start Date of Your Terminal Medical Condition or Loss of Life must be after Your Effective Date; and
- You must be under a doctor's care for Terminal Medical Condition.

Cancellation Amount for Terminal Medical Condition or Loss of Life Protection

- The Program **cancels the full Account balance**, up to \$10,000, as of the Benefit Start Date of Your Terminal Medical Condition diagnosis or Your Loss of Life.

4.0 End of this Agreement

4.1 Reasons Agreement May End

- We may end this Agreement at any time by giving You written notice at the last address We have for You on record.
- This Agreement will end without notice, if:
 - You do not make any part of the required minimum payment on Your Account for 3 billing periods in a row;
 - You file for bankruptcy; or
 - Your Account has been closed for additional purchases and You have repaid any Account balance.
- We may also end this Agreement by written notice if You submit a fraudulent Benefits request.
- If You cancel this Agreement.

4.2 Re-Enrollment. If this Agreement is ended, You will not be able to take part in the Program again unless You submit a new enrollment request and We approve it.

5.0 MISCELLANEOUS

5.1 Medical Records. You agree that We have the right, at Our own cost, to look at the primary and joint accountholder's, or authorized user's, as applicable, medical records in connection with any request for a Benefit for Disability, Nursing Home Care, Hospitalization or Terminal Medical Condition. We will not enforce this right any more than is allowed by the applicable laws.

5.2 Eligible Doctors. Any requirement about a doctor must be met by a doctor of medicine or osteopathy licensed in the U.S. The doctor cannot be Yourself or a member of Your immediate family.

5.3 Tax Implications. A Benefit may be taxable as income. You should contact a qualified tax advisor concerning the tax impact.

5.4 Waiver. We reserve the right to waive any of the requirements in this Agreement. However, if We do so, We will not be obligated to waive the same requirements in any other situation. Our waiver of any requirement will not be a waiver of any other requirement.

5.5 Credit Card Agreement. This Agreement is made a part of Your Credit Card Agreement. Your Credit Card Agreement remains in full force and effect.

If there is a conflict between this Agreement and Your Credit Card Agreement, this Agreement will control.

5.6 Change in Terms. We may change or add to the terms of this Agreement at any time. We will provide you notice as required by law. If a change is not favorable we will provide you with notice and the right to cancel before the change takes place.

5.7 Availability. The Program may not be available in all states.

5.8 Arbitration. Any Dispute and Claim Resolution provisions (Including Arbitration) that may apply with respect to Your Credit Card Agreement shall also apply with respect to the Program.

5.9 Assignment. We may assign any of our rights or obligations under this Agreement without notice to you. You may not assign any of your rights or obligations under this Agreement.

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