



**LOAN AND SECURITY AGREEMENTS AND DISCLOSURE STATEMENT**

Loan Date \_\_\_\_\_ Loan Number \_\_\_\_\_ Account Number \_\_\_\_\_ Certificate Number **AX**

Borrower 1 Name and Address \_\_\_\_\_  
 Borrower 2 Name (and address if different from Borrower 1) \_\_\_\_\_

**TRUTH IN LENDING DISCLOSURE 'e' means an estimate**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit is
% \$	\$	\$	\$	\$
<b>Filing Fees</b>	<b>Non-Filing Insurance</b>			which includes your downpayment of
\$	\$			\$

**Prepayment:** If you pay off early you will not have to pay a penalty. **Required Deposit:** The Annual Percentage Rate does not take into account your required deposit, if any.

**Property Insurance:** You may obtain property insurance from anyone you want that is acceptable to the credit union. If you get the insurance from us, you will pay \$

**Late Charge:**

Your Payment Schedule will be:	Number of Payments	Amount of Payments	When Payments Are Due

**Security:** Collateral securing other loans with the credit union may also secure this loan. You are giving a security interest in your shares and dividends and, if any, your deposits and interest in the credit union; and the property described below:

Collateral	Property/Model/Make	Year	I.D. Number	Type/Lien Amount	Value	Key Number

Other (Describe):  
 Pledge of Shares \$ \_\_\_\_\_ in Account Number \_\_\_\_\_ \$ \_\_\_\_\_ in Account Number \_\_\_\_\_

SEE YOUR CONTRACT DOCUMENTS FOR ANY ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT, AND ANY REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE.

**ITEMIZATION OF THE AMOUNT FINANCED** IF AN AMOUNT IS MARKED WITH AN ASTERISK (\*), WE WILL BE RETAINING A PORTION OF THE AMOUNT.

Itemization of Amount Financed of	Amount Given to You Directly	Amount Paid on Your Account	Prepaid Finance Charge
\$ _____	\$ _____	\$ _____	\$ _____
Amount Paid to Others on Your Behalf \$ _____	For Credit Insurance To \$ _____	To \$ _____	To \$ _____

**LOAN AGREEMENT** continued on reverse side  **CONSUMERS' CLAIMS AND DEFENSES NOTICE** — IF CHECKED, SEE REVERSE SIDE FOR NOTICE

**1. Promise to Pay:** You promise to pay \$ \_\_\_\_\_ to the credit union plus interest on the unpaid balance until what you owe has been repaid. For fixed rate loans the interest rate is \_\_\_\_\_ % per year. **2.** These Agreements are governed by the laws of \_\_\_\_\_.

**3. Collection Costs:**

**SIGNATURES FOR LOAN AND SECURITY AGREEMENTS**

By signing as Borrower, you agree to the terms of the Loan Agreement. If property is described in the "Security" section of the Truth in Lending Disclosure, you also agree to the terms of the Security Agreement on the reverse side. If you sign as "Owner of Property" you agree only to the terms of the Security Agreement.

**NOTICE TO CONSUMER:** 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may prepay the unpaid balance at any time without penalty.

<input checked="" type="checkbox"/> (SEAL) _____ BORROWER 1 _____ DATE _____	<input checked="" type="checkbox"/> (SEAL) _____ BORROWER 2 _____ DATE _____
<input type="checkbox"/> OTHER BORROWER <input type="checkbox"/> OWNER OF PROPERTY <input type="checkbox"/> WITNESS _____ DATE _____	<input type="checkbox"/> OTHER BORROWER <input type="checkbox"/> OWNER OF PROPERTY <input type="checkbox"/> WITNESS _____ DATE _____

**CREDIT INSURANCE ENROLLMENT FORM/SCHEDULE** CMFG Life Insurance Company • Madison, WI 53701-0391 • Phone: 800.356.2644

"You" or "Your" means the member and the joint insured (if applicable).  
 Credit insurance is voluntary and not required in order to obtain this loan. You may select any insurer of your choice. You can get this insurance only if you check the "yes" box below and sign your name and write in the date. Your signature below means you agree that:

- You are eligible for disability insurance only if you are working for wages or profit for 25 hours a week or more on the Effective Date. If you are off work because of temporary layoff, strike or vacation, but soon to resume, you will be considered at work.
- If your age will be over the Maximum Age for Insurance on the maturity date of your loan, insurance will be provided up to the Maximum Age.

**NOTE: THE LIFE AND DISABILITY INSURANCE CONTAINS CERTAIN BENEFIT EXCLUSIONS, INCLUDING A PRE-EXISTING CONDITION EXCLUSION. PLEASE REFER TO YOUR CERTIFICATE FOR DETAILS.**

**Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.**

YOU ELECT THE FOLLOWING INSURANCE COVERAGE(S)	YES	NO	COVERED MEMBER (please print)
SINGLE CREDIT DISABILITY			
SINGLE CREDIT LIFE			
JOINT CREDIT LIFE			

Initial Amount of Loan Insured	Insurance Charge	Monthly Payment/Benefit	Term of Certificate in Months	Effective Date of Certificate	Expiration Date of Certificate
CD	CD		CD		
CL	CL		CL		
If you are totally disabled for more than 30 days, then the disability benefit will begin with the 31st day of disability.			<b>INSURANCE MAXIMUMS</b>		<b>DISABILITY</b>
			MAX. MONTHLY TOTAL DISABILITY BENEFIT		\$ XXX N/A
			MAX. AMOUNT OF LOAN INSURABLE*		\$XX,XXX \$XX,XXX
			MAX. AGE FOR INSURANCE		XX XX
			<b>*THIS AMOUNT MAY BE LESS THAN THE AMOUNT OF YOUR LOAN.</b>		
GROUP POLICY NUMBER	RATE OF INTEREST ON THIS LOAN	SECONDARY BENEFICIARY (if you desire to name one)			
MEMBER'S DATE OF BIRTH	JOINT INSURED'S DATE OF BIRTH				

<input checked="" type="checkbox"/> _____ SIGNATURE OF MEMBER (Be sure to check one of the boxes above.) APP.824-0193CO	DATE _____	<input checked="" type="checkbox"/> _____ SIGNATURE OF JOINT INSURED (CO-BORROWER) (Only required if JOINT CREDIT LIFE coverage is selected)	DATE _____
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## LOAN AGREEMENT

In this Loan Agreement ("Agreement"), which begins on the reverse side, all references to "Credit Union," "we," "our," or "us," mean the Credit Union whose name appears on this document and anyone to whom the Credit Union assigns or transfers this Agreement. All references to "you," or "your" mean each person who signs this Agreement as a borrower.

**4. PAYMENTS** — You promise to make payments of the amount and at the time shown in the Truth in Lending Disclosure. You may prepay any amount without penalty. If you prepay any part of what you owe, you are still required to make the regularly scheduled payments, unless we have agreed to a change in the payment schedule. Because this is a simple interest loan, if you do not make payments exactly as scheduled, your final payment may be more or less than the amount of the final payment that is disclosed. If you elect credit insurance, we will either include the premium in your payments or extend the term of your loan. If the term is extended, you will be required to make additional payments of the scheduled amount, until what you owe has been paid. You promise to make all payments to the place we choose. If this loan refinances another loan we have with you, the other loan will be canceled and refinanced as of the date of this loan. Unless otherwise required by law, payments will be applied to amounts owed in the manner we choose.

**5. LOAN PROCEEDS BY MAIL** — If the proceeds of this loan are mailed to you, interest on this loan begins on the date the loan proceeds are mailed to you.

**6. SECURITY FOR LOAN** — This Agreement is secured by all property described in the "Security" section of the Truth in Lending Disclosure. Property securing other loans you have with us also secures this loan. In addition to your pledge of shares, we may also have what is known as a statutory lien on all individual and joint accounts you have with us. A statutory lien means we have the right under federal law and many state laws to claim an interest in your accounts. We can enforce a statutory lien against your shares and dividends, and if any, interest and deposits, in all individual and joint accounts you have with us to satisfy any outstanding financial obligation that is due and payable to us. We may exercise our right to enforce this lien without further notice to you, to the extent permitted by law. **For all borrowers:** You pledge as security for this loan all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with the credit union now and in the future. **The statutory lien and/or your pledge will allow us to apply the funds in your account(s) to what you owe when you are in default.** The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.

**7. DEFAULT** — *The following paragraph applies to borrowers in Colorado, D.C., Massachusetts, Missouri, Nebraska and West Virginia:* You will be in default under this Agreement if you do not make a payment of the amount required on or before the date it is due. You will be in default if you break any promise you made in connection with this loan or if anyone is in default under

any security agreement made in connection with this Agreement. You will be in default if you die, file for bankruptcy, become insolvent (that is, unable to pay your bills and loans as they become due), or if you made any false or misleading statements in your loan application. You will also be in default if something happens that we believe may seriously affect your ability to repay what you owe under this Agreement or if you are in default under any other loan agreement you have with us.

**The following paragraph applies to borrowers in Kansas and Maine and to South Carolina borrowers of Stated Chartered Credit Unions in South Carolina:** You will be in default if you do not make a payment of the amount required when it is due. You will also be in default if we believe your ability to pay or perform your obligations under this Agreement is significantly impaired. And, you will be in default if the value of any property given as security for this Agreement is significantly reduced.

**8. ACTIONS AFTER DEFAULT** — When you are in default and after expiration of any right you have under applicable state law to cure your default, we can require immediate payment of the entire unpaid balance under this Agreement and enforce any security interest you have given us. If we demand immediate payment, you will continue to pay interest at the rate provided for in this Agreement, until what you owe has been repaid. We will also apply against what you owe any shares and/or deposits given as security under this Agreement. We may also exercise any other rights given by law when you are in default.

**9. EACH PERSON RESPONSIBLE** — Each person who signs this Agreement will be individually and jointly responsible for paying the entire amount owed under this Agreement. This means we can enforce our rights against any one of you individually or against all of you together.

**10. LATE CHARGE** — If you are late in making a payment, you agree to pay the late charge shown in the Truth in Lending Disclosure. If no late charge is shown, you will not be charged one.

**11. DELAY IN ENFORCING RIGHTS** — We can delay enforcing any of our rights under this Agreement any number of times without losing the ability to exercise our rights later. We can enforce this Agreement against your heirs or legal representatives.

**12. CONTINUED EFFECTIVENESS** — If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

**13. NOTICES** — Notices will be sent to you at the most recent address you have given us in writing. Notice to any one of you will be notice to all.

**14. USE OF ACCOUNT** — You promise to use your account for consumer (personal, family or household) purposes, unless the credit union gives you written permission to use the account also for agricultural or commercial purposes, or to purchase real estate.

## SECURITY AGREEMENT

In this Agreement all references to "credit union," "we," "our" or "us" mean the credit union whose name appears on this document and anyone to whom the credit union assigns or transfers this Agreement. All references to the "Loan" mean the loan described in the Loan Agreement that is part of this document. All references to "you," or "your" mean any person who signs this Agreement.

**1. THE SECURITY FOR THE LOAN** — You give us what is known as a security interest in the property described in the "Security" section of the Truth in Lending Disclosure that is part of this document ("the Property"). The security interest you give includes all accessions. Accessions are things which are attached to or installed in the Property now or in the future. The security interest also includes any replacements for the Property which you buy within 10 days of the Loan and any extensions, renewals or refinancings of the Loan. It also includes any money you receive from selling the Property or from insurance you have on the Property. If the value of the Property declines, you promise to give us more property as security if asked to do so.

**2. WHAT THE SECURITY INTEREST COVERS/CROSS COLLATERAL PROVISIONS** — The security interest secures the Loan and any extensions, renewals or refinancings of the Loan. **The security interest also secures any other loans, including any credit card loan, you have now or receive in the future from us and any other amounts you owe us for any reason now or in the future, except any loan secured by your principal residence.** If the Property is household goods as defined by the Federal Trade Commission's Credit Practices Rule or your principal residence, the Property will secure only this Loan and not other loans or amounts you owe us.

**3. OWNERSHIP OF THE PROPERTY** — You promise that you own the Property or, if this Loan is to buy the Property, you promise you will use the Loan proceeds for that purpose. You promise that no one else has any interest in or claim against the Property that you have not already told us about. You promise not to sell or lease the Property or to use it as security for a loan with another creditor until the Loan is repaid. You promise you will allow no other security interest or lien to attach to the Property either by your actions or by operation of law.

**4. PROTECTING THE SECURITY INTEREST** — If your state issues a title for the Property, you promise to have our security interest shown on the title. We may have to file what is called a financing statement to protect our security interest from the claims of others. You irrevocably authorize us to execute (on your behalf), if applicable, and file one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code (UCC) in form satisfactory to us. You promise to do whatever else we think is necessary to protect our security interest in the Property. You also promise to pay all costs, including but not limited to any attorney fees, we incur in protecting our security interest and rights in the Property, to the extent permitted by applicable law.

**5. USE OF PROPERTY** — Until the Loan has been paid off, you promise you will: (1) Use the Property carefully and keep it in good repair. (2) Obtain our written permission before making major changes to the Property or changing the address where the Property is kept. (3) Inform us in writing before changing your address. (4) Allow us to inspect the Property. (5) Promptly notify us if the Property is damaged, stolen or abused. (6) Not use the Property for any unlawful purpose. (7) Not retitle property in another state without telling us.

**6. PROPERTY INSURANCE, TAXES AND FEES** — You promise to pay all taxes and fees (like registration fees) due on the Property and to keep the Property insured against loss and damage. The amount and coverage of the property insurance must be acceptable to us. You may provide the property insurance through a policy you already have, or through a policy you get and pay for. You promise to make the insurance policy payable to us and to deliver the policy or proof of coverage to us if asked to do so.

If you cancel your insurance and get a refund, we have a right to the refund. If the Property is lost or damaged, we can use the insurance settlement to repair the Property or apply it towards what you owe. You authorize us to endorse any draft or check which may be payable to you in order for us to collect any refund or benefits due under your insurance policy.

If you do not pay the taxes or fees on the Property when due or keep it insured, we may pay these obligations, but we are not required to do so. Any money we

spend for taxes, fees or insurance will be added to the unpaid balance of the Loan and you will pay interest on those amounts at the same rate you agreed to pay on the Loan. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor our loans for the purpose of determining whether you and other borrowers have complied with the insurance requirements of our loan agreements or may engage others to do so. The insurance charge added to the Loan may include (1) the insurance company's payments to us and (2) the cost of determining compliance with the insurance requirements. If we add amounts for taxes, fees or insurance to the unpaid balance of the Loan, we may increase your payments to pay the amount added within the term of the insurance or term of the Loan.

**7. INSURANCE NOTICE** — If you do not purchase the required property insurance, the insurance we may purchase and charge you for will cover only our interest in the Property. The premium for this insurance may be higher because the insurance company may have given us the right to purchase insurance after uninsured collateral is lost or damaged. **The insurance will not be liability insurance and will not satisfy any state financial responsibility or no fault laws.**

**8. DEFAULT** — You will be in default if you break any promise you make or fail to perform any obligation you have under this Agreement. You will be in default if any property you have given us as security is repossessed by someone else, seized under a forfeiture or similar law, or if anything else happens that significantly affects the value of the Property or our security interest in it. You will also be in default under this Agreement if the Loan is in default.

**9. WHAT HAPPENS IF YOU ARE IN DEFAULT** — When you are in default and after you have been given any time you have under state law to cure your default, we may require immediate payment of the outstanding balance of the Loan without giving you advance notice and take possession of the Property. You agree the Credit Union has the right to take possession of the Property without judicial process if this can be done without breach of the peace. If we ask, you promise to deliver the Property at a time and place we choose. If the Property is a motor vehicle or boat, you agree that we may obtain a key or other device necessary to unlock and operate it, when you are in default. We will not be responsible for any other property not covered by this Agreement that you leave inside the Property or that is attached to the Property. We will try to return that property to you or make it available for you to claim.

After we have possession of the Property, we can sell it and apply the money to any amounts you owe us. We will give you notice of any public disposition or the date after which a private disposition will be held. Our expenses for taking possession of and selling the Property will be deducted from the money received from the sale. Those costs may include the cost of storing the Property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under the Bankruptcy Code.

If you have agreed to pay the Loan, you must pay any amount that remains unpaid after the sale money has been applied to the unpaid balance of the Loan and to what you owe under this Agreement. You agree to pay interest on that amount at the same rate as the Loan, until that amount has been paid.

**10. DELAY IN ENFORCING RIGHTS AND CHANGES IN THE LOAN** — We can delay enforcing any of our rights under this Agreement any number of times without losing the ability to exercise our rights later. We can enforce this Agreement against your heirs or legal representatives. If we change the terms of the Loan, you agree that this Agreement will remain in effect.

**11. CONTINUED EFFECTIVENESS** — If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

**12. CONSUMERS' CLAIMS AND DEFENSES NOTICE** — *The following paragraph applies only when the box on the reverse side is checked.*

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**



**LOAN AND SECURITY AGREEMENTS AND DISCLOSURE STATEMENT**

Loan Date \_\_\_\_\_ Loan Number \_\_\_\_\_ Account Number \_\_\_\_\_ Certificate Number **AX**

Borrower 1 Name and Address \_\_\_\_\_  
 Borrower 2 Name (and address if different from Borrower 1) \_\_\_\_\_

**TRUTH IN LENDING DISCLOSURE 'e' means an estimate**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit is
% \$	\$	\$	\$	\$
<b>Filing Fees</b>	<b>Non-Filing Insurance</b>			which includes your downpayment of
\$	\$			\$

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Collateral	Property/Model/Make	Year	I.D. Number	Type/Lien Amount	Value	Key Number

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 Pledge of Shares \$ \_\_\_\_\_ in Account Number \_\_\_\_\_ \$ \_\_\_\_\_ in Account Number \_\_\_\_\_

SEE YOUR CONTRACT DOCUMENTS FOR ANY ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT, AND ANY REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE.

**ITEMIZATION OF THE AMOUNT FINANCED** IF AN AMOUNT IS MARKED WITH AN ASTERISK (\*), WE WILL BE RETAINING A PORTION OF THE AMOUNT.

Itemization of Amount Financed of	Amount Given to You Directly	Amount Paid on Your Account	Prepaid Finance Charge
\$ _____	\$ _____	\$ _____	\$ _____
Amount Paid to Others on Your Behalf \$ _____	For Credit Insurance To \$ _____	To \$ _____	To \$ _____

**LOAN AGREEMENT** continued on reverse side  **CONSUMERS' CLAIMS AND DEFENSES NOTICE** — IF CHECKED, SEE REVERSE SIDE FOR NOTICE

**1. Promise to Pay:** You promise to pay \$ \_\_\_\_\_ to the credit union plus interest on the unpaid balance until what you owe has been repaid. For fixed rate loans the interest rate is \_\_\_\_\_ % per year. **2.** These Agreements are governed by the laws of \_\_\_\_\_.

**3. Collection Costs:**

**SIGNATURES FOR LOAN AND SECURITY AGREEMENTS**

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(SEAL) \_\_\_\_\_  
 BORROWER 1 \_\_\_\_\_ DATE

(SEAL) \_\_\_\_\_  
 BORROWER 2 \_\_\_\_\_ DATE

(SEAL) \_\_\_\_\_  
 OTHER BORROWER  OWNER OF PROPERTY  WITNESS \_\_\_\_\_ DATE

(SEAL) \_\_\_\_\_  
 OTHER BORROWER  OWNER OF PROPERTY  WITNESS \_\_\_\_\_ DATE

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"You" or "Your" means the member and the joint insured (if applicable). Credit insurance is voluntary and not required in order to obtain this loan. You may select any insurer of your choice. You can get this insurance only if you check the "yes" box below and sign your name and write in the date. Your signature below means you agree that:

- You are eligible for disability insurance only if you are working for wages or profit for 25 hours a week or more on the Effective Date. If you are off work because of temporary layoff, strike or vacation, but soon to resume, you will be considered at work.
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YOU ELECT THE FOLLOWING INSURANCE COVERAGE(S)	YES	NO	COVERED MEMBER (please print)
SINGLE CREDIT DISABILITY			
SINGLE CREDIT LIFE			
JOINT CREDIT LIFE			

Initial Amount of Loan Insured	Insurance Charge	Monthly Payment/Benefit	Term of Certificate in Months	Effective Date of Certificate	Expiration Date of Certificate
CD	CD		CD		
CL	CL		CL		

If you are totally disabled for more than _____ days, then the disability benefit will begin with the _____ day of disability.	INSURANCE MAXIMUMS		DISABILITY	LIFE
	30	MAX. MONTHLY TOTAL DISABILITY BENEFIT	\$ XXX	N/A
31st	MAX. AMOUNT OF LOAN INSURABLE*	\$XX,XXX	\$XX,XXX	
	MAX. AGE FOR INSURANCE	XX	XX	

GROUP POLICY NUMBER	RATE OF INTEREST ON THIS LOAN	SECONDARY BENEFICIARY (if you desire to name one)

\_\_\_\_\_  
 SIGNATURE OF MEMBER (Be sure to check one of the boxes above.) \_\_\_\_\_ DATE

\_\_\_\_\_ N/A  
 SIGNATURE OF JOINT INSURED (CO-BORROWER) \_\_\_\_\_ DATE  
 (Only required if JOINT CREDIT LIFE coverage is selected)

## LOAN AGREEMENT

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**7. DEFAULT** — *The following paragraph applies to borrowers in Colorado, D.C., Massachusetts, Missouri, Nebraska and West Virginia:* You will be in default under this Agreement if you do not make a payment of the amount required on or before the date it is due. You will be in default if you break any promise you made in connection with this loan or if anyone is in default under

any security agreement made in connection with this Agreement. You will be in default if you die, file for bankruptcy, become insolvent (that is, unable to pay your bills and loans as they become due), or if you made any false or misleading statements in your loan application. You will also be in default if something happens that we believe may seriously affect your ability to repay what you owe under this Agreement or if you are in default under any other loan agreement you have with us.

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**14. USE OF ACCOUNT** — You promise to use your account for consumer (personal, family or household) purposes, unless the credit union gives you written permission to use the account also for agricultural or commercial purposes, or to purchase real estate.

## SECURITY AGREEMENT

In this Agreement all references to "credit union," "we," "our" or "us" mean the credit union whose name appears on this document and anyone to whom the credit union assigns or transfers this Agreement. All references to the "Loan" mean the loan described in the Loan Agreement that is part of this document. All references to "you," or "your" mean any person who signs this Agreement.

**1. THE SECURITY FOR THE LOAN** — You give us what is known as a security interest in the property described in the "Security" section of the Truth in Lending Disclosure that is part of this document ("the Property"). The security interest you give includes all accessions. Accessions are things which are attached to or installed in the Property now or in the future. The security interest also includes any replacements for the Property which you buy within 10 days of the Loan and any extensions, renewals or refinancings of the Loan. It also includes any money you receive from selling the Property or from insurance you have on the Property. If the value of the Property declines, you promise to give us more property as security if asked to do so.

**2. WHAT THE SECURITY INTEREST COVERS/CROSS COLLATERAL PROVISIONS** — The security interest secures the Loan and any extensions, renewals or refinancings of the Loan. **The security interest also secures any other loans, including any credit card loan, you have now or receive in the future from us and any other amounts you owe us for any reason now or in the future, except any loan secured by your principal residence.** If the Property is household goods as defined by the Federal Trade Commission's Credit Practices Rule or your principal residence, the Property will secure only this Loan and not other loans or amounts you owe us.

**3. OWNERSHIP OF THE PROPERTY** — You promise that you own the Property or, if this Loan is to buy the Property, you promise you will use the Loan proceeds for that purpose. You promise that no one else has any interest in or claim against the Property that you have not already told us about. You promise not to sell or lease the Property or to use it as security for a loan with another creditor until the Loan is repaid. You promise you will allow no other security interest or lien to attach to the Property either by your actions or by operation of law.

**4. PROTECTING THE SECURITY INTEREST** — If your state issues a title for the Property, you promise to have our security interest shown on the title. We may have to file what is called a financing statement to protect our security interest from the claims of others. You irrevocably authorize us to execute (on your behalf), if applicable, and file one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code (UCC) in form satisfactory to us. You promise to do whatever else we think is necessary to protect our security interest in the Property. You also promise to pay all costs, including but not limited to any attorney fees, we incur in protecting our security interest and rights in the Property, to the extent permitted by applicable law.

**5. USE OF PROPERTY** — Until the Loan has been paid off, you promise you will: (1) Use the Property carefully and keep it in good repair. (2) Obtain our written permission before making major changes to the Property or changing the address where the Property is kept. (3) Inform us in writing before changing your address. (4) Allow us to inspect the Property. (5) Promptly notify us if the Property is damaged, stolen or abused. (6) Not use the Property for any unlawful purpose. (7) Not retitle property in another state without telling us.

**6. PROPERTY INSURANCE, TAXES AND FEES** — You promise to pay all taxes and fees (like registration fees) due on the Property and to keep the Property insured against loss and damage. The amount and coverage of the property insurance must be acceptable to us. You may provide the property insurance through a policy you already have, or through a policy you get and pay for. You promise to make the insurance policy payable to us and to deliver the policy or proof of coverage to us if asked to do so.

If you cancel your insurance and get a refund, we have a right to the refund. If the Property is lost or damaged, we can use the insurance settlement to repair the Property or apply it towards what you owe. You authorize us to endorse any draft or check which may be payable to you in order for us to collect any refund or benefits due under your insurance policy.

If you do not pay the taxes or fees on the Property when due or keep it insured, we may pay these obligations, but we are not required to do so. Any money we

spend for taxes, fees or insurance will be added to the unpaid balance of the Loan and you will pay interest on those amounts at the same rate you agreed to pay on the Loan. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor our loans for the purpose of determining whether you and other borrowers have complied with the insurance requirements of our loan agreements or may engage others to do so. The insurance charge added to the Loan may include (1) the insurance company's payments to us and (2) the cost of determining compliance with the insurance requirements. If we add amounts for taxes, fees or insurance to the unpaid balance of the Loan, we may increase your payments to pay the amount added within the term of the insurance or term of the Loan.

**7. INSURANCE NOTICE** — If you do not purchase the required property insurance, the insurance we may purchase and charge you for will cover only our interest in the Property. The premium for this insurance may be higher because the insurance company may have given us the right to purchase insurance after uninsured collateral is lost or damaged. **The insurance will not be liability insurance and will not satisfy any state financial responsibility or no fault laws.**

**8. DEFAULT** — You will be in default if you break any promise you make or fail to perform any obligation you have under this Agreement. You will be in default if any property you have given us as security is repossessed by someone else, seized under a forfeiture or similar law, or if anything else happens that significantly affects the value of the Property or our security interest in it. You will also be in default under this Agreement if the Loan is in default.

**9. WHAT HAPPENS IF YOU ARE IN DEFAULT** — When you are in default and after you have been given any time you have under state law to cure your default, we may require immediate payment of the outstanding balance of the Loan without giving you advance notice and take possession of the Property. You agree the Credit Union has the right to take possession of the Property without judicial process if this can be done without breach of the peace. If we ask, you promise to deliver the Property at a time and place we choose. If the Property is a motor vehicle or boat, you agree that we may obtain a key or other device necessary to unlock and operate it, when you are in default. We will not be responsible for any other property not covered by this Agreement that you leave inside the Property or that is attached to the Property. We will try to return that property to you or make it available for you to claim.

After we have possession of the Property, we can sell it and apply the money to any amounts you owe us. We will give you notice of any public disposition or the date after which a private disposition will be held. Our expenses for taking possession of and selling the Property will be deducted from the money received from the sale. Those costs may include the cost of storing the Property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under the Bankruptcy Code.

If you have agreed to pay the Loan, you must pay any amount that remains unpaid after the sale money has been applied to the unpaid balance of the Loan and to what you owe under this Agreement. You agree to pay interest on that amount at the same rate as the Loan, until that amount has been paid.

**10. DELAY IN ENFORCING RIGHTS AND CHANGES IN THE LOAN** — We can delay enforcing any of our rights under this Agreement any number of times without losing the ability to exercise our rights later. We can enforce this Agreement against your heirs or legal representatives. If we change the terms of the Loan, you agree that this Agreement will remain in effect.

**11. CONTINUED EFFECTIVENESS** — If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

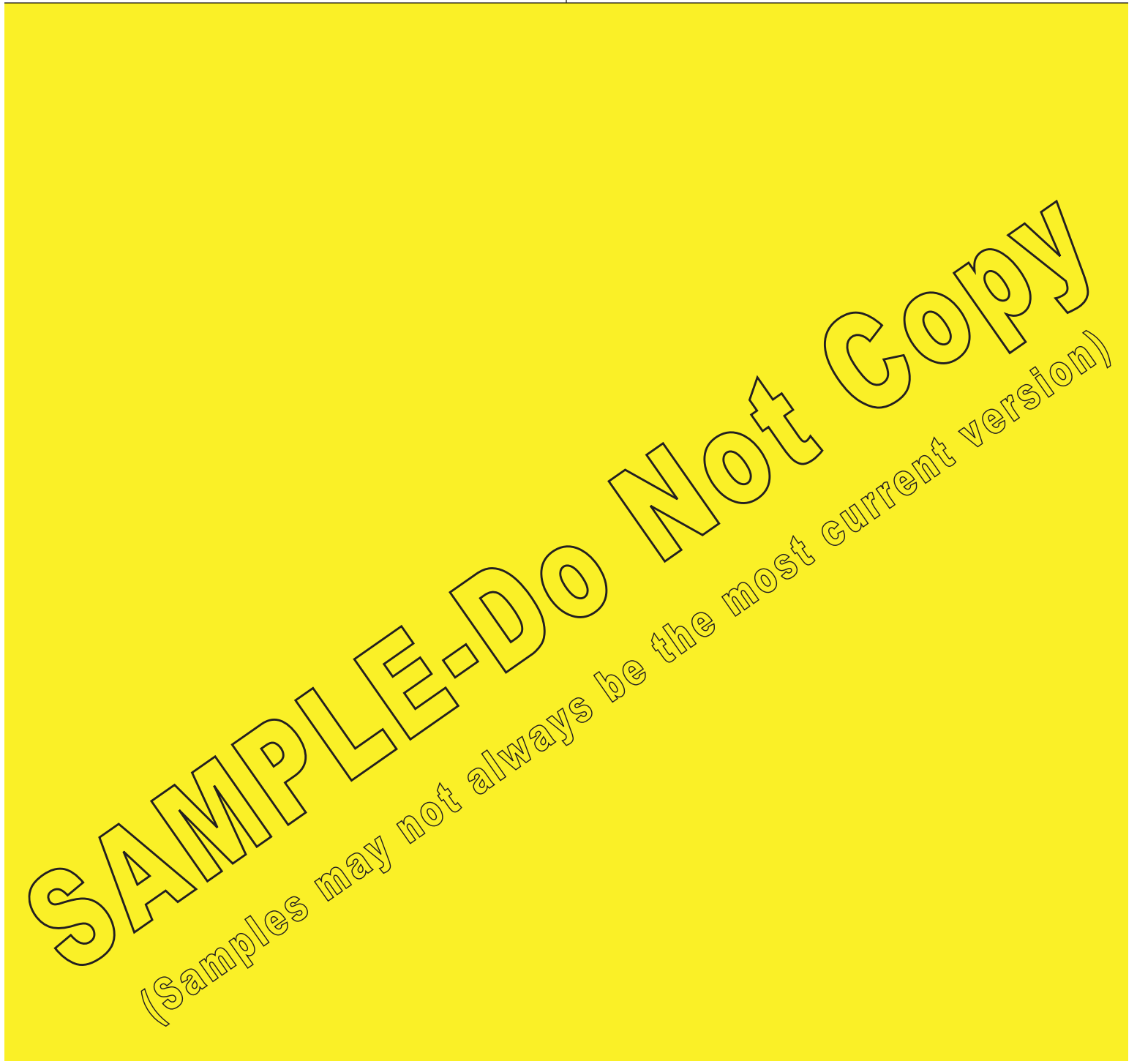
**12. CONSUMERS' CLAIMS AND DEFENSES NOTICE** — *The following paragraph applies only when the box on the reverse side is checked.*

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**LOAN AND SECURITY AGREEMENTS  
 AND DISCLOSURE STATEMENT**

Loan Date \_\_\_\_\_ Loan Number \_\_\_\_\_ Account Number \_\_\_\_\_ Certificate Number **AX**

Borrower 1 Name and Address \_\_\_\_\_  
 Borrower 2 Name (and address if different from Borrower 1) \_\_\_\_\_



**CREDIT INSURANCE ENROLLMENT FORM/SCHEDULE** CMFG Life Insurance Company • Madison, WI 53701-0391 • Phone: 800.356.2644

“You” or “Your” means the member and the joint insured (if applicable).  
 Credit insurance **is voluntary and not required in order to obtain this loan.**  
 You may select any insurer of your choice. You can get this insurance only if you check the “yes” box below and sign your name and write in the date. Your signature below means you agree that:

- You are eligible for disability insurance only if you are working for wages or profit for 25 hours a week or more on the Effective Date. If you are off

work because of temporary layoff, strike or vacation, but soon to resume, you will be considered at work.

- If your age will be over the Maximum Age for Insurance on the maturity date of your loan, insurance will be provided up to the Maximum Age.

**NOTE: THE LIFE AND DISABILITY INSURANCE CONTAINS CERTAIN BENEFIT EXCLUSIONS, INCLUDING A PRE-EXISTING CONDITION EXCLUSION. PLEASE REFER TO YOUR CERTIFICATE FOR DETAILS.**

**Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.**

YOU ELECT THE FOLLOWING INSURANCE COVERAGE(S)	YES	NO	COVERED MEMBER (please print)
SINGLE CREDIT DISABILITY			
SINGLE CREDIT LIFE			
JOINT CREDIT LIFE			

Initial Amount of Loan Insured	Insurance Charge	Monthly Payment/Benefit	Term of Certificate in Months	Effective Date of Certificate	Expiration Date of Certificate
CD	CD		CD		
CL	CL		CL		

If you are totally disabled for more than 30 days, then the disability benefit will begin with the 31st day of disability.	INSURANCE MAXIMUMS		DISABILITY	LIFE
		MAX. MONTHLY TOTAL DISABILITY BENEFIT	\$	XXX
	MAX. AMOUNT OF LOAN INSURABLE*		\$XX,XXX	\$XX,XXX
	MAX. AGE FOR INSURANCE		XX	XX
<b>*THIS AMOUNT MAY BE LESS THAN THE AMOUNT OF YOUR LOAN.</b>				

GROUP POLICY NUMBER	RATE OF INTEREST ON THIS LOAN	MEMBER'S DATE OF BIRTH	JOINT INSURED'S DATE OF BIRTH	SECONDARY BENEFICIARY (If you desire to name one)

**X** \_\_\_\_\_ **X** \_\_\_\_\_ N/A

SIGNATURE OF MEMBER (Be sure to check one of the boxes above.) DATE SIGNATURE OF JOINT INSURED (CO-BORROWER) DATE  
APP.824-0193CO (Only required if JOINT CREDIT LIFE coverage is selected)

**SAMPLE-DO NOT COPY**  
(samples may not always be the most current version)

Loan Date

**AX**

Borrower 1 Name and Address

Borrower 2 Name (and address if different from Borrower 1)

Owner of Collateral Name and Address

**SECURITY AGREEMENT**

In this Agreement all references to "credit union," "we," "our" or "us" mean the credit union whose name appears on this document and anyone to whom the credit union assigns or transfers this Agreement. All references to the "Loan" mean the loan described in the Loan Agreement that is part of this document. All references to "you," or "your" mean any person who signs this Agreement.

**1. THE SECURITY FOR THE LOAN** — You give us what is known as a security interest in the property described in the "Security" section of the Truth in Lending Disclosure that is part of this document ("the Property"). The security interest you give includes all accessions. Accessions are things which are attached to or installed in the Property now or in the future. The security interest also includes any replacements for the Property which you buy within 10 days of the Loan and any extensions, renewals or refinancings of the Loan. It also includes any money you receive from selling the Property or from insurance you

spend for taxes, fees or insurance will be added to the unpaid balance of the Loan and you will pay interest on those amounts at the same rate you agreed to pay on the Loan. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor our loans for the purpose of determining whether you and other borrowers have complied with the insurance requirements of our loan agreements or may engage others to do so. The insurance charge added to the Loan may include (1) the insurance company's payments to us and (2) the cost of determining compliance with the insurance requirements. If we add amounts for taxes, fees or insurance to the unpaid balance of the Loan, we may increase your payments to pay the amount added within the term of the insurance or term of the Loan.

**7. INSURANCE NOTICE** — If you do not purchase the required property insurance, the insurance we may purchase and charge you for will cover only our

**Security:** Collateral securing other loans with the credit union may also secure this loan. You are giving a security interest in your shares and dividends and, if any, your deposits and interest in the credit union; and the property described below:

Collateral	Property/Model/Make	Year	I.D. Number	Type/Lien Amount	Value	Key Number
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Other (Describe):

Pledge of Shares \$ \_\_\_\_\_ in Account Number \_\_\_\_\_ \$ \_\_\_\_\_ in Account Number \_\_\_\_\_

have on the Property. If the value of the Property declines, you promise to give us more property as security if asked to do so.

**2. WHAT THE SECURITY INTEREST COVERS/CROSS COLLATERAL PROVISIONS** — The security interest secures the Loan and any extensions, renewals or refinancings of the Loan. **The security interest also secures any other loans, including any credit card loan, you have now or receive in the future from us and any other amounts you owe us for any reason now or in the future, except any loan secured by your principal residence.** If the Property is household goods as defined by the Federal Trade Commission Credit Practices Rule or your principal residence, the Property will secure only this Loan and not other loans or amounts you owe us.

**3. OWNERSHIP OF THE PROPERTY** — You promise that you own the Property or, if this Loan is to buy the Property, you promise you will use the Loan proceeds for that purpose. You promise that no one else has any interest in or claim against the Property that you have not already told us about. You promise not to sell or lease the Property or to use it as security for a loan with another creditor until the Loan is repaid. You promise you will allow no other security interest or lien to attach to the Property either by your actions or by operation of law.

**4. PROTECTING THE SECURITY INTEREST** — If your state issues a title for

interest in the Property. The premium for this insurance may be higher because the insurance company may have given us the right to purchase insurance after uninsured collateral is lost or damaged. **The insurance will not be liability insurance and will not satisfy any state financial responsibility or no fault laws.**

**8. DEFAULT** — You will be in default if you break any promise you make or fail to perform any obligation you have under this Agreement. You will be in default if any property you have given us as security is repossessed by someone else, seized under a forfeiture or similar law, or if anything else happens that significantly affects the value of the Property or our security interest in it. You will also be in default under this Agreement if the Loan is in default.

**9. WHAT HAPPENS IF YOU ARE IN DEFAULT** — When you are in default and after you have been given any time you have under state law to cure your default, we may require immediate payment of the outstanding balance of the Loan without giving you advance notice and take possession of the Property. You agree the Credit Union has the right to take possession of the Property without judicial process if this can be done without breach of the peace. If we ask, you promise to deliver the Property at a time and place we choose. If the Property is a motor vehicle or boat, you agree that we may obtain a key or other device necessary to unlock and operate it, when you are in default. We will not

**SIGNATURES**

By signing below, you agree to the terms of this Security Agreement.

(SEAL) \_\_\_\_\_

BORROWER 1 DATE

(SEAL) \_\_\_\_\_

OTHER BORROWER  OWNER OF PROPERTY  WITNESS DATE

(SEAL) \_\_\_\_\_

BORROWER 2 DATE

(SEAL) \_\_\_\_\_

OTHER BORROWER  OWNER OF PROPERTY  WITNESS DATE

the Property, you promise to have our security interest shown on the title. We may have to file what is called a financing statement to protect our security interest from the claims of others. You irrevocably authorize us to execute (on your behalf), if applicable, and file one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code (UCC) in form satisfactory to us. You promise to do whatever else we think is necessary to protect our security interest in the Property. You also promise to pay all costs, including but not limited to any attorney fees, we incur in protecting our security interest and rights in the Property, to the extent permitted by applicable law.

**5. USE OF PROPERTY** — Until the Loan has been paid off, you promise you will: (1) Use the Property carefully and keep it in good repair. (2) Obtain our written permission before making major changes to the Property or changing the address where the Property is kept. (3) Inform us in writing before changing your address. (4) Allow us to inspect the Property. (5) Promptly notify us if the Property is damaged, stolen or abused. (6) Not use the Property for any unlawful purpose. (7) Not retitle property in another state without telling us.

**6. PROPERTY INSURANCE, TAXES AND FEES** — You promise to pay all taxes and fees (like registration fees) due on the Property and to keep the Property insured against loss and damage. The amount and coverage of the property insurance must be acceptable to us. You may provide the property insurance through a policy you already have, or through a policy you get and pay for. You promise to make the insurance policy payable to us and to deliver the policy or proof of coverage to us if asked to do so.

If you cancel your insurance and get a refund, we have a right to the refund. If the Property is lost or damaged, we can use the insurance settlement to repair the Property or apply it towards what you owe. You authorize us to endorse any draft or check which may be payable to you in order for us to collect any refund or benefits due under your insurance policy.

If you do not pay the taxes or fees on the Property when due or keep it insured, we may pay these obligations, but we are not required to do so. Any money we

be responsible for any other property not covered by this Agreement that you leave inside the Property or that is attached to the Property. We will try to return that property to you or make it available for you to claim.

After we have possession of the Property, we can sell it and apply the money to any amounts you owe us. We will give you notice of any public disposition or the date after which a private disposition will be held. Our expenses for taking possession of and selling the Property will be deducted from the money received from the sale. Those costs may include the cost of storing the Property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under the Bankruptcy Code.

If you have agreed to pay the Loan, you must pay any amount that remains unpaid after the sale money has been applied to the unpaid balance of the Loan and to what you owe under this Agreement. You agree to pay interest on that amount at the same rate as the Loan, until that amount has been paid.

**10. DELAY IN ENFORCING RIGHTS AND CHANGES IN THE LOAN** — We can delay enforcing any of our rights under this Agreement any number of times without losing the ability to exercise our rights later. We can enforce this Agreement against your heirs or legal representatives. If we change the terms of the Loan, you agree that this Agreement will remain in effect.

**11. CONTINUED EFFECTIVENESS** — If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

**The following notice applies ONLY when the box at left is marked.**

**12. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**SAMPLE-DO NOT COPY**  
(samples may not always be the most current version)



***The Credit Union Difference . . .***

Credit unions remain unique among financial institutions. While others offer products to generate profit, credit unions provide them to serve members' needs.

Among insurance companies, there's a CUNA Mutual Group difference, too. Our purpose stays focused: To help credit unions continue to provide superior value, highest quality products and unmatched services to members.

***For members . . .***

By offering CUNA Mutual Group's lending-related products and services, you can take comfort in knowing that your credit union is taking the steps necessary to protect your family and collateral should a life-altering event ever occur.

More exact details of this insurance coverage are contained in the Certificate of Insurance on the reverse side. Read and retain for future reference.

CUNA Mutual Group is the marketing name for CUNA Mutual Holding Company, a mutual insurance holding company, its subsidiaries and affiliates. Life, accident, health and annuity insurance products are issued by CMFG Life Insurance Company. Property and casualty insurance products are issued by CUMIS Insurance Society, Inc. Each insurer is solely responsible for the financial obligations under the policies and contracts it issues.

# Certificate of Insurance

## Credit Life Credit Disability Single Premium

**Within 15 days after you receive this Certificate, you have the right to return the Certificate to the Credit Union for cancellation and any premium paid by you will be immediately returned.**

We certify that if we have been paid the premium shown in the Schedule, you are insured for the coverage marked in the Schedule, subject to the terms of the Group Policy issued to the Credit Union.

**BENEFITS**

Benefits are paid to your Credit Union to pay off or reduce your loan. If the benefits are more than the balance of your loan, the difference will be paid to you if you are living or to the Beneficiary named by you, if any, or to your estate. Our payment will completely discharge our liability to the extent of the payment.

The monthly benefit will be equal to one (1) Monthly Payment stated in the Schedule for each month of your disability to be compensated, not to exceed the Maximum Monthly Total Disability Benefit. For a partial month, each daily benefit will be equal to 1/30th of the monthly benefit.

**Death Benefit.** If you die while you are insured for life coverage, we will pay as follows:

Our benefit payments will stop on the date:

If the Initial Amount of your Loan does not exceed the Maximum Amount of Life Insurance, we will pay the principal balance of your loan on the date of your death, plus not more than six (6) months unpaid interest on your loan to that date.

1. you are not totally disabled any more; or if earlier,
2. benefits are paid to the expiration date of your Certificate; or
3. the insured portion of your loan has been repaid; or
4. the balance of your loan has been paid by a lump sum disability benefit under a credit life insurance policy; or
5. of your death.

If the Initial Amount of your Loan exceeds the Maximum Amount of Life Insurance, we will pay a benefit equal to a percentage of the sum of the principal balance of your loan on the date of your death, and not more than six (6) months unpaid interest on your loan to that date. The percentage is equal to the ratio of the Maximum Amount of Life Insurance to the Initial Amount of your Loan.

**Definition of Total Disability.** During the first 12 consecutive months of disability, Total Disability means that you are not able to perform the substantial and material duties of your occupation because of a medically determined sickness or accidental injury and are under the care and treatment of a physician. After the first 12 consecutive months of Total Disability, the definition changes and requires that you not be able to perform the duties of any occupation for which you are reasonably qualified by education, training or experience. You will be required to give us proof of your continuing Total Disability from time to time.

**Joint Insured Death Benefit.** If your joint insured dies while insured for life coverage, we will pay on the same basis as above. Only one (1) death benefit, however, is payable under this Certificate.

If your Total Disability recurs **within** seven (7) days after you have recovered from that period of Total Disability, we will consider this a continuation of that period of Total Disability. However, if your Total Disability recurs **more than** seven (7) days after you have recovered, we will consider it a new period of Total Disability.

**Total Disability Insurance Benefit.** If you are insured for disability coverage, we will pay a benefit if you file written proof that you became totally disabled while insured and continue to be totally disabled for longer than the period stated in the Schedule. Payment will be calculated beginning with the day shown in the Schedule.

**EXCLUSIONS AND RESTRICTIONS**

**Misstated Age.** If you stated you are under the Maximum Age for Insurance stated in the Schedule, but you are not, we will return your premium when we discover this and will not pay any benefits. This applies to disability coverage as well as life coverage on you and your joint insured.

**Suicide.** We won't pay a claim for a loan if you commit suicide within 12 months after the effective date of insurance shown in the Schedule. We will, however, refund the premium on the loan.

**The following Exclusions for life insurance apply also to your joint insured.**

**The following Exclusions apply to disability insurance.**

**Pre-Existing Conditions.** We won't pay a claim for a loan if you die within six (6) months after the effective date of insurance on the loan and death results directly or indirectly from, or is contributed to by a disease or bodily injury for which you received medical advice, diagnosis or treatment at any time during the six (6) months immediately preceding the effective date of insurance on the loan.

**Total Disabilities Not Covered.** We won't pay a claim for any loan or return your disability insurance premium if your total disability:

1. begins within six (6) months after the Effective Date shown in the Schedule and results from any disease or bodily injury for which you received medical advice, diagnosis or treatment at any time within the six (6) month period immediately preceding the Effective Date; or
2. is a result of normal pregnancy.
5. upon your written request; or
6. on the date of your death.

**WHEN INSURANCE STOPS — REFUNDS**

This insurance stops:

1. on the expiration date of your Certificate or earlier,
2. when your loan is paid off, renewed or refinanced; or
3. on the date your loan is transferred to a creditor other than the credit union; or
4. when the balance of your loan has been paid by a lump sum disability benefit under a credit life insurance policy; or

If your insurance stops before the expiration date, you will be given a refund of any unearned premium. This refund will be calculated using a formula approved by the commissioner of insurance. Refunds of less than \$1.00 won't be made. If we pay a credit life claim under the Policy, no refund of credit life premium is due.

**WHAT THE CONTRACT IS AND HOW YOUR STATEMENTS AFFECT IT**

The Group Policy, the Application for the Group Policy and the attached Member's Application are the complete contract of insurance. All statements made by you in your Application are considered to have been made to the best of your knowledge and belief. No statement can be used to void this insurance or deny a claim unless that statement is in your signed Application. After two (2) years from the Date of your Application, no statement made by

you in your Application can be used to void this insurance or deny a claim. If you stated in your Application that you are older than the Maximum Age for Insurance, or if insurance is issued over the Maximum Amount, and we do not return your premium within 75 days of the Effective Date, you are insured. We will accept a valid claim if it is incurred within this 75-day period and before the premium is returned.

**HOW TO FILE A LIFE CLAIM**

We must be given a claim report, a copy of the member's loan records, insurance application/certificate and a certified copy of

the death certificate (or other lawful evidence) as proof of a life insurance claim.

**HOW TO FILE A TOTAL DISABILITY CLAIM**

You must contact us or your credit union about your total disability claim when you are eligible for benefits. Your credit union will provide you with claim forms or you can simply send us written proof of your disability. That proof must show the date and the cause of the Total Disability and how serious it is, and it must be signed by a physician or a chiropractor. The initial proof should be for the initial period of Total Disability, after you have completed the Waiting Period or Elimination Period. After that, we will require proof of your continued disability, from time to time.

You must send proof to us within 90 days after your Total Disability stops. If you cannot send proof to us within 90 days, you must do so as soon as you can. Unless you have been legally incapable of filing proof of Total Disability, we won't accept it if it is filed after one (1) year from the time it should have been filed. You can't start any legal action until 60 days after you send us proof of your Total Disability and you can't start any legal action more than three (3) years after you send the proof.

**CONFORMITY WITH STATE STATUTES**

Any part of the Group Policy which, on the Effective Date of the Group Policy, conflicts with the statutes of the state where the

Group Policy was delivered is changed to conform to the minimum standards of those statutes.

**PHYSICAL EXAMINATION**

We, at our own expense, have the right, and you must allow us the opportunity, to examine your person as often as is reasonably

required while a claim is pending.