

03-835-CD  
MBNA AMERICA BANK, vs. LARRY M. CUSICK

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A. : No. 03-835  
655 PAPER MILL ROAD :  
MAIL STOP 1411 :  
WILMINGTON DE 19884-1411 :  
Plaintiff :

vs. :

LARRY M CUSICK :

Defendant :

**FILED**

OCT 20 2003

William A. Shaw  
Prothonotary/Clerk of Courts

PRAECIPE TO REINSTATE

Please reinstate the Complaint in the above captioned matter.

Respectfully submitted,

  
Amy F. Wolfson, Esquire  
WOLFSON & ASSOCIATES, P.C.  
267 East Market Street  
York, PA 17403  
(717) 846-1252  
ID No. 87062  
Attorney for Plaintiff

Date: October 9, 2003

**FILED**

1cc shg

10/20/03

Oct 20 2003

Atty pd. 7.00

William A. Shaw  
Prothonotary Clerk of Courts

2 Complaints reinstated

to shg

*W.A.S.*

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A., : NO. 03-835-CJ  
Plaintiff :  
vs. : CIVIL ACTION - LAW  
LARRY M CUSICK, :  
Defendant :  
:

**NOTICE**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice is served, by entering a written appearance, personally or by attorney, and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint, or document, or for any other claim or relief requested by the Plaintiff. You may lose money or property or other right important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**NOTICIA**

Le han demandado a usted en la corte. Si usted quiere defensas de esas demandas expuestas en las páginas, siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Usted debe presentar una apariencia escrita o en persona o por abogado y archivar en la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Se avisa que si usted no se defiende, la corte tomará medidas y pedirá entrar una orden contra usted sin previo aviso o notificación y por cualquier queja o alivio que es pedido en la petición de demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Court Administrator  
Clearfield County Court House  
1 North Second Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 x 32

**FILED**

JUN 06 2003

**William A. Shaw  
Prothonotary**

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.,	:	NO.
Plaintiff	:	
	:	
vs.	:	CIVIL ACTION - LAW
	:	
LARRY M CUSICK,	:	
Defendants	:	

**COMPLAINT**

AND NOW, comes the Plaintiff, MBNA AMERICA BANK, N.A., by and through its attorneys, Amy F. Wolfson, Esquire, and the law firm of Wolfson & Associates, P.C., and files the within Complaint and in support avers as follows:

1. Plaintiff, MBNA AMERICA BANK, N.A., is a Delaware corporation doing business within the Commonwealth of Pennsylvania, and the other states of the United States, with its principal place of business situated at P.O. Box 15718, Wilmington, Delaware 19850.
2. Defendant, LARRY M CUSICK, is an adult individual with a last known address of 719 IDA ST, CLEARFIELD County, HOUTZDALE, PA 16651-8547.
3. It is averred that Defendant was issued an open end credit card account. A true and correct copy of the Credit Card Agreement Additional Terms and Conditions is attached hereto, incorporated herein and marked as Exhibit "A".
4. At all relevant times material hereto, Defendant has been a regular user of said charge card for the purchase of products, goods and/or for obtaining services from Plaintiff or Plaintiff's licensees.
5. Defendant has been provided with copies of the Statements of Account accurately showing all debits and credits for transactions on the aforementioned credit card account.

6. Defendant did not object to the above mentioned Statements of Account submitted by Plaintiff to Defendant.

7. Pursuant to the Credit Card Agreement, which Defendant received when the aforementioned credit was issued, the parties agreed that this matter be referred to Arbitration in the event of any claim and/or dispute if the account is referred for collection. See Exhibit "A" as previously identified and incorporated herein.

8. That this matter was referred to Arbitration for determination and disposition, whereby an Arbitration Award was entered against the Defendant and in favor of the Plaintiff for the outstanding balance due. A true and correct copy of the Arbitration Award is attached hereto, incorporated herein and marked as Exhibit "B".

9. That Defendant has made sporadic and irregular payments which have been applied to the outstanding balance of this account.

10. As of the date of the within Complaint, the remaining balance due, owing and unpaid on Defendant's credit card account, as a result of charges made by said Defendant and/or any authorized users is the sum of \$7,507.33.

11. Despite reasonable and repeated demands for payment, Defendant has failed, refused and continues to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.

12. Pursuant to the Credit Card Agreement, any unpaid and/or delinquent balances on said account shall continue to bear interest at the rate of eighteen (18%) percent. See Exhibit "A" as previously identified and incorporated herein.

13. The amount of contractual interest which has accrued on the aforementioned account from the date of the Arbitration Award, is the sum of \$935.63.

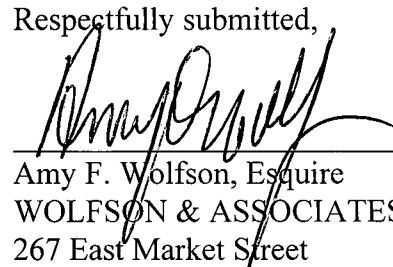
14. Plaintiff has retained the services of the law firm of Wolfson & Associates, P.C. in the collection of the amount due from Defendant.

15. Any and all conditions precedent to the bringing of this action have been performed by Plaintiff.

16. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

**WHEREFORE**, Plaintiff, MBNA AMERICA BANK, N.A., respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendant, LARRY M CUSICK, in the amount of \$7,507.33, plus contractual interest at a rate of eighteen (18%) percent in the amount of \$935.63, plus costs of this action and such other relief as the Court deems proper and just.

Respectfully submitted,



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Amy F. Wolfson, Esquire  
WOLFSON & ASSOCIATES, P.C.  
267 East Market Street  
York, PA 17403  
(717) 846-1252  
ID No. 87062  
Attorney for Plaintiff

## VERIFICATION

Amy F. Wolfson, Esquire, hereby states that she is the attorney for the Plaintiff, MBNA AMERICA BANK, N.A., who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, she is authorized to take this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Complaint are true and correct to the best of her knowledge, information, and belief, based upon information provided by the Plaintiff.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 5/23/03



Amy F. Wolfson, Esquire  
WOLFSON & ASSOCIATES, P.C.  
267 East Market Street  
York, PA 17403  
(717) 846-1252  
ID No. 87062  
Attorney for Plaintiff

**EXHIBIT "A"**

# Credit Card Agreement

## Additional Terms and Conditions

### Selected Sections

■ Privacy Notice	1
■ Accuracy of Information Furnished to Credit Reporting Agencies	2
■ How to Use Your Account	3
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■ We May Amend This Agreement	8
■ What Law Applies	9
■ Arbitration and Litigation	9

## **Your Contract With Us**

Your Credit Card Agreement with us consists of these Additional Terms and Conditions and the document called the Required Federal Disclosures or the Initial Disclosure. You agree to the terms and conditions of this Agreement. For the purpose of the *Privacy Notice*, we will use the definition contained in the third paragraph of the *Privacy Notice*. For the remainder of the Agreement, we will use the definitions described under the section heading *Words Used Often in This Agreement*.

## **Privacy Notice**

**Your privacy is important to us:** At MBNA, we are committed to providing you with the finest financial products and services backed by consistently top-quality service. And while information about you is fundamental to our ability to do this, we fully recognize the importance of keeping personal and account information secure.

To offer you the widest range of products and services, MBNA may share information about you both within MBNA and outside of MBNA with other companies. This allows us to offer you products and services that may interest you and best meet your needs, whether they are available directly from MBNA or through our relationships with other companies. We want you to understand our information safeguards, what information we collect, what information we share, and the benefits you receive when we share information about you.

This notice describes the privacy practices of MBNA Corporation and all MBNA affiliates, including MBNA America Bank, N.A., MBNA America (Delaware), N.A., Palladian Travel Services, Inc., MBNA Hallmark Information Services, Inc., MBNA Marketing Systems, Inc., and MBNA Insurance Agency, Inc. (collectively, "MBNA"), for financial products and services governed by the laws of the United States of America. This notice explains MBNA's information collection and sharing practices and lets you choose whether or not MBNA may share certain information about you, either within MBNA or outside of MBNA with other companies.

**Our Security Procedures:** MBNA understands the importance of protecting and securing information and using it appropriately. Access to information about you is restricted to the people of MBNA who require it to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards for the security of information.

When MBNA shares information about you with companies outside of MBNA, we require them to impose safeguards, use it only for a permitted purpose, and to return it to us or destroy it once that purpose is served. We limit the amount of information shared to what is appropriate to offer a product or service efficiently. MBNA requires any company receiving information from MBNA to sign a Confidentiality Agreement containing these requirements and obligating that company to protect the information as we would.

**Information We Collect:** MBNA collects and uses nonpublic personal information about you to conduct our business and to consistently deliver the top-quality Customer service you expect from us. Sources of this information include the following:

- Information we receive from you on applications and other forms or through your correspondence or communication with us including through the mail, by telephone, or over the Internet;
- Information we receive from third parties, such as consumer reporting agencies, to verify statements you've made to us, or regarding your employment, credit, or other relationships; and
- Information about your transactions with MBNA with other companies outside of MBNA.

**Information We Share Within MBNA:** We may share some of the information we collect about you with financial service companies within MBNA to offer additional product or service that may interest you and best meet your needs. We believe this is convenient for you and may save you both time and money. To do so, we share identification information (such as name and address), transaction and experience information (such as purchases and payments), credit eligibility information (such as credit reports and applications), and other information. The decision to purchase any such products or services is yours alone. You may tell us not to share credit eligibility information about you within MBNA, but please understand this does not prohibit us from offering you additional products and services or from sharing transaction and experience, identification, and other information within MBNA.

**Information We Share With Others:** From time to time, we may allow companies outside of MBNA to offer you their products and services that may interest you. These products and services may be offered by financial service providers (such as banks, loan brokers, account aggregators, insurance agents, insurance companies, mortgage bankers, and securities broker-dealers), by non-financial companies (such as retailers, direct marketers, communications companies, Internet service providers, manufacturers, service companies, travel agents, cruise lines, car rental agencies, hotels, airlines, publishers and organizations endorsing MBNA financial products or services), and others (such as nonprofit organizations). Subject to applicable law, we may share all the information we collect with these companies outside of MBNA unless you tell us not to.

Additionally, we may share all the information we collect with companies that perform marketing or other services on our behalf or to other financial institutions with which we have joint marketing agreements. We are also permitted by law to share information about you with other companies in certain circumstances. For instance, we may share all of the information we collect with companies assisting us in servicing your loan or account, with companies that endorse our products and services through affinity agreements.

with government entities in response to subpoenas or regulatory requirements, and with consumer reporting agencies. If you tell us not to share information with companies outside of MBNA that wish to offer you their products and services, as described above, please understand that we will continue to share information in these additional circumstances.

**Important Information About Your Choice:** We're dedicated to serving your needs - and to respecting your choices related to privacy. You may tell us not to share credit eligibility information within MBNA, and you may tell us not to share information with companies outside of MBNA that wish to offer you their products and services as described above. If you wish to opt out of such information sharing, please call toll-free 1-866-751-1255. We will ask you to verify your identity and the specific accounts to which the opt out applies, so please have all your account, membership, or reference numbers and your Social Security number or Taxpayer Identification number for deposit accounts available when you call.

MBNA applies opt outs at the account level, not by individual Customer. When any person listed with others on an account opts out (for example, a co-applicant, joint account holder, or authorized user), we will list the entire account as having opted out. MBNA will continue to adhere to its disclosed privacy practices for an account even if it becomes inactive or is closed.

An opt out from information sharing on an account as described above, either within MBNA and/or with companies outside of MBNA, remains effective unless revoked in writing. Federal regulations require us to provide this notice on an annual basis, whether or not an account has previously opted out from either type of information sharing. Please remember when you receive our subsequent notices that an account previously opted out from either or both types of information sharing (and not revoked in writing) does not need to be opted out again.

This notice updates and replaces any previous notices from MBNA about the privacy, security, and protection of information. For additional information regarding MBNA's privacy practices concerning the Internet, and to view the most recent version of this privacy notice, please go to [www.mbna.com](http://www.mbna.com) and click on "Privacy Notice." You may have other privacy protections under state laws. We may amend this privacy notice at any time, and we will inform you of changes as required by law.

#### **Words Used Often in This Agreement**

"Agreement" or "Credit Card Agreement" means these Additional Terms and Conditions and the Required Federal Disclosures (or the Initial Disclosure) and any changes we make to those documents from time to time.

"You" and "your" mean each and all of the persons who are granted, accept or use an account we hold. "You and "your" also mean any other person who has guaranteed payment of

this account, when used in the sections entitled, We Monitor and Record Telephone Calls, and Arbitration and Litigation and when used in each of the sections relating to payment of this account (Your Promise to Pay, and How We Allocate Your Payments, for example).

"We," "us," "our" and "MBNA America" mean MBNA America Bank, N.A.

"Card" means all the credit cards we issue to you and any other person with authorization for use on this account pursuant to this Agreement.

"Access check" means an access check we provide to you to make a Check Cash Advance on your account.

If we use a capitalized term in this document but we do not define the term in this document, the term has the meaning given in the Required Federal Disclosures or the Initial Disclosure, or as used in your monthly statement.

We use section headings (such as, Words Used Often in This Agreement) to organize this Agreement. The actual terms of this Agreement are in the sentences that follow and not the headings.

### **Sign Your Card**

You should sign your card before you use it.

### **We May Monitor and Record Telephone Calls**

You consent to and authorize MBNA America, any of its affiliates, or its marketing associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of those companies.

### **Credit Reporting Agencies**

You authorize MBNA America to collect information about you, including credit reports from consumer reporting agencies.

If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write us at: MBNA, Credit Reporting Agencies, P.O. Box 17054, Wilmington, DE 19884-7054. Please include your name, address, home phone number, and account number and explain what you believe is inaccurate or incomplete.

### **How to Use Your Account**

You may obtain credit in the form of Purchases and Cash Advances by using cards, access checks, your account number or other credit devices. Please refer to your Required Federal Disclosures or Initial Disclosure to determine what transactions constitute Purchases and Cash Advances and how you may obtain them.

### **Transaction Date for Certain Cash Advances**

The transaction date for Check Cash Advances and Balance Transfers done by check is the date you or the person to whom the check is made payable first deposits or cashes the check. The transaction date for a returned payment (a Balance Cash Advance) is the date that the corresponding payment is posted to your account.

### **Purposes for Using Your Account**

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us. You may not use your account to be used to make any illegal transaction.

## **Persons Using Your Account**

If you permit any person to use your card, access checks, account number, or other credit device with the authorization to obtain credit on your account, you may be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holders.

## **How You May Stop Payment on an Access Check**

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and payee exactly as they appear on the access check. Oral and written stop payment requests on an access check are effective for six months from the day that we place the stop payment.

## **You May Not Postdate an Access Check**

You may not issue a postdated access check on your account. If you do postdate an access check, we may elect to honor it upon presentation or return it unpaid to the person that presented it to us for payment, without in either case waiting for the date shown on the access check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

## **Your Promise to Pay**

You promise to pay us the amounts of all credit you obtain, which includes all Purchases and Cash Advances. You also promise to pay us all the amounts of finance charges, fees, and any other transactions we charge against your account.

## **Payments on Your Account**

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by your Payment Due Date. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Payment of your Total Minimum Payment Due may not avoid the assessment of Overlimit Fees.

## **When Your Payment Will Be Credited to Your Account**

We credit payments as of the date received, if the payment is: (1) received by 2 p.m. (Eastern Time); (2) received at the address shown in the upper left-hand corner of the front of your monthly statement; (3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (4) sent in the return envelope with only the top portion of your statement accompanying it. Payments received after 2 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to five days.

## **How We Allocate Your Payments**

We will allocate your payments in the manner we determine.

In most instances, we will allocate your payments to balance (including new transactions) with lower APRs before balance with higher APRs. This will result in new balances with a lower APR (e.g., those with promotional APR offers) being paid before any other existing balances.

### **Promise to Pay Applies to All Persons**

All persons who initially or subsequently request, accept, guarantee or use the account are individually and together responsible for any total outstanding balance. We may refuse to release from liability any person who is responsible to pay any total outstanding balance, until all of the cards, access checks, and other credit devices outstanding under the account have been returned to us, and any such person or persons repays us the total outstanding balance owed to us at any time under the terms of this Agreement.

### **Default**

You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by its Payment Due Date; (2) your total outstanding balance exceeds your credit limit; or (3) you fail to abide by any other term of this Agreement. Solely for the purposes of determining eligibility and premium payment obligations for the optional credit insurance purchased through MBNA, you will be deemed in default or delinquent if you fail to make a payment within 90 days of your Payment Due Date. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

### **When We May Require Immediate Payment**

If you are in default we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided under the *Arbitration and Litigation* section of this Agreement, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

### **Other Payment Terms**

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those marked with "Paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentation or return it uncredited to the person that presented it without in either case waiting for the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

### **Payment Holidays**

We may allow you, from time to time, to omit a monthly payment. We will notify you when this option is available. If you omit a payment, finance charges and any applicable fees will accrue on your account in accordance with this Agreement. You must resume making your Total Minimum Payment Due each month following a payment holiday.

### **Transactions Made in Foreign Currencies**

If you make a transaction in a foreign currency, the transaction will be converted by Visa International or MasterCard International, depending on which card you use, into a U.S.

dollar amount in accordance with the operating regulations or conversion procedures in effect at the time that the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. Visa or MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

### **Billing Cycle**

Your billing cycle ends each month on a Closing Date determined by us. Each billing cycle begins on the day after the Closing Date of the previous billing cycle. Each statement reflects a single billing cycle.

### **Account Fees and Charges**

**Account Fees:** The following fees, which are set forth on your Required Federal Disclosures or Initial Disclosure, are charged as Purchases in the billing cycle in which the fees accrue:

- (1) a Late Fee if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date;
- (2) an Overlimit Fee if your New Balance Total exceeds your credit limit on the last day of a billing cycle, even if fees or finance charges charged by us cause your New Balance Total to exceed your credit limit; an Overlimit Fee is charged to your account as of the day in the billing cycle that your total outstanding balance on your account exceeds your credit limit;
- (3) a Returned Payment Fee if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentment;
- (4) a Returned Cash Advance Check Fee if we return an access check unpaid for any reason, even if the access check is paid upon subsequent presentment;
- (5) a Copy Fee for each copy of a monthly statement or sales draft, except that the six most recent monthly statements and six sales drafts will be provided for free; and
- (6) an Annual Fee if your account is open or if you maintain an account balance, whether you have active charging privileges or not.

**Abandoned Property Charges:** Unless prohibited by applicable law, we will charge your account, as a Purchase, for any costs incurred by us associated with complying with state abandoned property laws.

Please review your Required Federal Disclosures or Initial Disclosure for additional fees and charges that may apply to your account.

### **Benefits**

We may offer you certain benefits and services with your account. Unless expressly made a part of this Agreement, any such benefits or services are not a part of this Agreement, but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of MBNA America. We may adjust, add, or delete benefits and services at any time and without notice to you.

### **Refusal to Honor Your Account**

We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number or any check written on your account. We are not liable for

any retention of your card by us, any other bank, or any provider of goods or services.

### **We May Suspend or Close Your Account**

We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason. Your obligations under this Agreement continue even after we have done this. You must destroy all cards, access checks or other credit devices or account when we request.

### **You May Close Your Account**

You may close your account by notifying us in writing, telephone, and destroying all cards, access checks or other credit devices on the account. Your obligations under this Agreement continue even after you have done this.

### **Transactions After Your Account Is Closed**

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as internet service providers, health clubs or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

### **We May Amend This Agreement**

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. When we amend this Agreement we will comply with the applicable notice requirements of federal and Delaware law that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. The amended Agreement (including any higher rate or other charges or fees) will apply to the total outstanding balance including the balance existing before the amendment became effective. We may replace your card with another card at any time.

### **We May Sell Your Account**

We may at any time, and without notice to you, sell, assign or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account to any person or entity. The person or entity to whom we make any such sale, assignment or transfer will be entitled to all of our rights and/or obligations under this Agreement, to the extent sold, assigned or transferred.

### **Your Credit Limit**

Your credit limit is disclosed to you when you receive your card and, generally, on each monthly statement. We may change your credit limit from time to time.

The amount shown on your monthly statement as Cash Available does not take into account any Purchases, Cash Advances, finance charges, fees, any other transactions or credits which post to your account after the Closing Date of that monthly statement. Such transactions could result in your credit limit being exceeded and result in the assessment of Overlimit Fees.

## **What We May Do if You Attempt to Exceed Your Credit Limit**

The total outstanding balance on your account plus authorizations at any time must not be more than your credit limit. If you attempt a transaction which results in your total outstanding balance (plus authorizations) exceeding your credit limit, we may: (1) permit the transaction without raising your credit limit; (2) permit the transaction and treat the amount of the transaction that is more than the credit limit as immediately due; or (3) refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously permitted you to exceed your credit limit, it does not mean that we will permit you to exceed your credit limit again. If we decide to permit you to exceed your credit limit, we may charge an Overlimit Fee as provided in this Agreement.

## **Unauthorized Use of Your Card**

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-421-2110.

## **You Must Notify Us When You Change Your Address**

We strive to keep accurate records for your benefit and ours. The post office and others may notify us of a change to your address. When you change your address, you must notify us promptly of your new address.

## **What Law Applies**

This Agreement is made in Delaware and we extend credit to you from Delaware. This Agreement is governed by the laws of the State of Delaware (without regard to its conflict of laws principles) and by any applicable federal laws.

## **The Provisions of This Agreement are Severable**

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

## **Our Rights Continue**

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

## **Arbitration and Litigation**

This Arbitration and Litigation provision applies to you unless you were given the opportunity to reject the Arbitration and Litigation provisions and you did so reject them in the manner and timeframe required. If you did reject effectively such a provision, you agreed that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief), including

Claims regarding the applicability of this Arbitration and Litigation Section or the validity of the entire Agreement or any prior Agreement, shall be resolved by binding arbitration.

The arbitration shall be conducted by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any NAF office, [www.arb-forum.com](http://www.arb-forum.com), or P.O. Box 501 Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, administrative and hearing fees which you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for arbitration filing, administrative or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitation and shall honor any claims or privilege recognized by law. If a party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury and no Claim may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. This Arbitration and Litigation Section applies to all Claims now in existence or that may arise in the future.

This Arbitration and Litigation Section shall survive the termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you or sale of the debt by us.

For the purposes of this Arbitration and Litigation Section, "we" and "us" means MBNA America Bank, N.A., its parent subsidiaries, affiliates, licensees, predecessors, successors, assigns, and any purchaser of your account, and all of their officers, directors, employees, agents and assigns or any or all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors and all of their officers, direct employees and agents) if, and only if, such a third party is named by you as a co-defendant in any Claim, you assert against us.

If any part of this Arbitration and Litigation Section is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this Arbitration and Litigation Section shall be enforceable without regard to its invalidity or unenforceability.

THE RESULT OF THIS ARBITRATION AGREEMENT IS FINAL EXCEPT AS PROVIDED ABOVE, CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD

HAVE BEEN TRIED BEFORE A JURY; AS CLASS ACTIONS OR AS PRIVATE ATTORNEY GENERAL ACTIONS.

## **CREDIT INSURANCE BENEFITS, LIMITATIONS, COSTS & EXCLUSIONS**

### **CONSUMER PROTECTION DISCLOSURES**

**CREDIT INSURANCE IS: NOT A DEPOSIT; NOT FDIC-INSURED; NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY; AND NOT GUARANTEED BY THE BANK.**

**PURCHASE OF CREDIT INSURANCE IS NOT A CONDITION OF OBTAINING CREDIT. IF COVERAGE IS DESIRED, IT MAY BE PURCHASED ELSEWHERE.**

**Credit Insurance** pays your minimum monthly payment\* up to your balance on the date of loss (not to exceed \$25,000, except disability in MN), until you return to work\*\* if you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Credit Insurance also pays your insured outstanding balance up to the least of your outstanding balance, your credit limit (not AL, AZ, AR, DE, DC, ID, IL, IA, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY), or \$25,000 if you die.

**Eligibility:** One insured per account (insured must be the primary cardholder or a co-applicant, authorized users are not eligible), under age 66 (70 in AZ, NV & VA; 71 in FL, GA, MI, MO & OK; 72 in NM). Your coverage ends at these same ages (except family leave in AZ, FL & SD & unemployment). When enrolled, certificates will be mailed explaining your coverage & effective date. In MN, unemployment coverage is effective 61 days from your certificate effective date. For unemployment or family leave benefits, you must be gainfully employed working at least 30 hrs/wk (not self-employed or an independent contractor) for 90 consecutive days before the date of loss (CO - before application date), (PA - on the date of loss), (TX - before coverage effective date for unemployment). Employees of professional corporations may be eligible.

**Coverages & Benefits:** Credit Insurance covers: your death; involuntary unemployment due to job loss, general strike, unionized labor dispute, or lockout; total disability due to sickness or injury if you are unable to perform the material & substantial duties of your job (or any job after 12 mos. in PA; 18 mos. in AL, AZ, AR, CA, DE, DC, GA, HI, ID, IL, IA, KS, LA, MD, MN, MS, NV, NJ, ND, OH, OK, RI, SD, TN, VT, WA, WV, WI & WY); your or your spouse's unpaid leave of absence from employment due to care of your newborn or newly adopted child or an incapacitated immediate family member (must be spouse, child, stepchild or parent in AK); mandatory recall to active military duty; jury duty (except in AK); or residence in a federally declared disaster area. Loss (not death) must continue at least 30 days before benefits begin. In NY, for strikes, unionized labor disputes & lockouts, you must be unemployed for 7 consecutive weeks & qualify for state unemployment benefits before benefits begin. A daily benefit is paid for each day of loss over 30 days for unemployment in NY & PA, and disability in CA, CT, GA, NY, MI, PA, RI & SC. You may cancel this coverage at any time. If canceled within the first 30 days of coverage, all premiums will be refunded.

**Exclusions:** Life: suicide in the first 6 months of coverage (not MD & MO). Involuntary Unemployment: retirement, resignation, voluntary forfeiture of income or job loss due to willful or criminal misconduct, disability, strikes in IL, military discharge in NY & normal seasonal unemployment in TX. Disability: normal pregnancy or childbirth (not CA, MA & NV), intentionally self-inflicted injuries (not MD), or a pre-existing medical condition during first 6 months of coverage (not NJ).

Family leave benefits are not paid if you are eligible for or receiving unemployment benefits or are disabled.

This is only a brief description of coverage, and coverages vary by state. Please refer to your certificates for a full explanation of coverage.

**Costs per \$100 per Month of Average Daily Balance:**

Costs apply to Life (L), Disability (D), Unemployment (U) & Family Leave (F): AL 54.5c; AK 78c; AZ 99.9c; AR 99c; CA 89.9c; CO 50.66c; CT 42.89c; DE 99.9c; DC 99.9c; FL 89c; GA 90.8c; HI 89.91c; ID 99.5c (L 8.6c, D 16.9c, U 54c, F 20c); IL 80.97c; IN 96c; IA 97.8c (L 7.2c, D 16.6c, U 54c, F 20c); KS 85.47c; KY 97.4c; LA 99.93c; ME 53.05c; MD 79.74c; MA 15.7c; MI 85.7c; MN 31.47c; MS 92.5c; MO 61.1c; MT 93.9c; NE 95.8c; NV 99.87c; NH 95c; NJ 97c; NM 58.9c; NY 52.5c (L 8.8c, D 26.8c, U 16.9c); NC 71.3c; ND 94.97c; OH 99.9c; OK 97.47c; OR 80.8c; PA 38.1c; PR 99c; RI 99.8c; SC 78.8c; SD 99.9c; TN 92.5c; TX 33.7c (L 4.8c, D 12.9c, U 16c); UT 90.44c; VT 34.92c (L 6.68c, D 12.24c, F 16c); VA 84c (L 6.1c, D 8.9c, U 49c, F 20c); WA 89.39c; WV 99.5c; WI 93.6c (L 5.7c, D 8.9c, U 59c, F 20c) & WY 99.7c.

**Availability:** Involuntary Unemployment is not available in MA or VT. Family Leave is not available in AL, CT, MA, MD, MN, NM, NY, PA, or TX.

**Underwriting Companies/Policy:** Involuntary

Unemployment: American Security/LOI(5/85), LOI NY(3/93), AS LOI TX(11/99), LOIC-IP-KS(2/96), LOIC-IP-CRS-ME(5/85) and LOIC-IP; Standard Guaranty/SG LOI (5/85) (NH only). Life & Disability: Union Security Life/L-I-Z, L-S-G in AL, AZ, AR, DE, DC, ID, IL, IA, KS, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY; Standard Guaranty Life (TX only)/L-I-Z(8/92)(3.53RA), First Fortis Life (NY Life only)/NYLM0013 American Security (NY Disability only)/W-S-A, Fortis Insurance (ME only)/U-X-A. Family Leave: American Security/FLP (4/97), FLP-FL(12/97) in FL, FLP-NC (3/98) in NC, FLP-OK(4/97) in OK, FLP-VA(2/98) in VA, FL-IP(AZ)(7/98) in AZ, FL-IP(4/97) in IL & IN, FL-IP-KS (12/97) in KS, FL-IP-ME (4/99) in ME; FL-IP-WY(4/97) in WY; Standard Guaranty/FLP (4/97) in NH; Union Security Life/FLP-VT(4/97) in VT. Soliciting agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

The creditor may receive compensation in connection with this offer.

It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

\*Less past due and over credit limit amounts. In MI, coverage pays 5% of the balance on your date of disability up to \$1250. In OR, coverage pays the greater of 1/36th of the balance or the current minimum payment due on your date of loss. In NY & PA, coverage pays the minimum payment due on your date of loss. In TX, coverage pays the greater of 6% of your insured outstanding balance on your date of unemployment or your minimum monthly payment.

\*\*The number of monthly benefit payments will not exceed 9 for family leave; 12 for unemployment in AL, AK, CT, IL, MI, MN, MO, NM, NC, NY, PA, SC & TX; 12 for disability in AK, CO, CT, FL, KY, MA, MO, MT, NE, NH, NM, NC, OR, SC, UT & VA.

**NY, NJ & TX Residents Only:** To purchase coverages separately, write to Assurant Group, P.O. Box 50355, Atlanta, GA 30302. Applications will be sent to you.

2/9/01 MBNAULOI (MBNA - L/D/Uncapped LOI/FL)  
25000 DISC—101  
MBNA America® and GoldPlus® are federally registered service  
marks of MBNA America Bank, N.A.  
© 2000 MBNA America Bank, N.A.

AGMT90 (Revised 4/2001)

**EXHIBIT "B"**



## NATIONAL

## ARBITRATION

## FORUM ®

MBNA America Bank, N.A.  
c/o Wolpoff & Abramson, L.L.P.  
Attorneys in the Practice of Debt Collection  
702 King Farm Blvd, Two Irvington Centre  
Rockville, MD 20850-5775

### CLAIMANT(s),

### AWARD

RE: **MBNA America Bank, N.A. v Larry M Cusick**  
File Number: FA0205000112735  
Claimant File Number: 5401262999341399

Larry M Cusick  
719 IDA ST  
Houtzdale, PA 16651-8547

### RESPONDENT(s).

The undersigned Arbitrator in this case FINDS:

1. That no known conflict of interest exists.
2. That on or before 05/03/2002 the Parties entered into an agreement providing that this matter shall be resolved in accordance with the Forum Code of Procedure.
3. That the Claimant has filed a claim with the Forum and served it on the Respondent.
4. That the matter has proceeded in accord with the applicable Forum Code of Procedure.
5. The Parties have had the opportunity to present all evidence and information to the Arbitrator.
6. That the Arbitrator has reviewed all evidence and information submitted in this case.
7. That the information and evidence submitted supports the issuance of an Award as stated.

### Therefore, the Arbitrator ISSUES:

An Award in favor of the **Claimant**, for a total amount of \$7,507.33.

Entered in the State of Pennsylvania

LeRoy W. Nelson, Esq.  
Arbitrator

Date: 08/21/2002

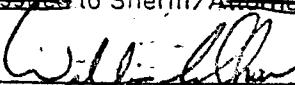
### ACKNOWLEDGEMENT

This Award was duly entered and delivered to the parties on this date.

Honorable Harold Kalina  
Director of Arbitration  
08/21/2002

20 Oct 03 Document

Reinstated/~~Reinstated~~ to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

**FILED**

in 1:57  
1 cc to sub  
1 cc to atty

JUN 06 2003

William A. Shaw  
Prothonotary

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

**MBNA AMERICA BANK**

**Sheriff Docket # 14163**

**VS.**

**03-835-CD**

**CUSICK, LARRY M.**

**COMPLAINT**

**SHERIFF RETURNS**

**NOW JULY 21, 2003 RETURN THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO LARRY M. CUSICK, DEFENDANT. NEVER RECEIVED SURCHARGE FROM ATTORNEY.**

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>14.74</b>	<b>SHERIFF HAWKINS PAID BY: ATTY CK# 2125</b>
<b>10.00</b>	<b>SURCHARGE PAID BY: Atty</b>

**Sworn to Before Me This**

22<sup>nd</sup> Day Of Oct. 2003  
William A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

**So Answers,**

Chester A. Hawkins  
My Marilyn Harris  
Chester A. Hawkins

Sheriff

**FILED**  
*at 03:15 AM*  
**OCT 22 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.,  
Plaintiff

: NO. 03-835-4

vs. : CIVIL ACTION - LAW

LARRY M CUSICK,  
Defendant

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice is served, by entering a written appearance, personally or by attorney, and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint, or document, or for any other claim or relief requested by the Plaintiff. You may lose money or property or other right important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

NOTICIA

Le han demandado a usted en la corte. Si usted quiere defensas de esas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Usted debe presentar una apariencia escrita o en persona o por abogado y archivar en la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Se avisa que si usted no se defiende, la corte tomará medidas y pedirá entrar una orden contra usted sin previo aviso o notificación y por cualquier queja o alivio que es pedido en la petición de demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Court Administrator  
Clearfield County Court House  
1 North Second Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 x 32

I hereby certify this to be a  
and attested copy of the original  
statement filed in this case.

JUN 03 2003

Attest.

*William L. Clegg*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A., : NO.  
Plaintiff :  
vs. : CIVIL ACTION - LAW  
LARRY M CUSICK, :  
Defendants :  
:

**COMPLAINT**

AND NOW, comes the Plaintiff, MBNA AMERICA BANK, N.A., by and through its attorneys, Amy F. Wolfson, Esquire, and the law firm of Wolfson & Associates, P.C., and files the within Complaint and in support avers as follows:

1. Plaintiff, MBNA AMERICA BANK, N.A., is a Delaware corporation doing business within the Commonwealth of Pennsylvania, and the other states of the United States, with its principal place of business situated at P.O. Box 15718, Wilmington, Delaware 19850.
2. Defendant, LARRY M CUSICK, is an adult individual with a last known address of 719 IDA ST, CLEARFIELD County, HOUTZDALE, PA 16651-8547.
3. It is averred that Defendant was issued an open end credit card account. A true and correct copy of the Credit Card Agreement Additional Terms and Conditions is attached hereto, incorporated herein and marked as Exhibit "A".
4. At all relevant times material hereto, Defendant has been a regular user of said charge card for the purchase of products, goods and/or for obtaining services from Plaintiff or Plaintiff's licensees.
5. Defendant has been provided with copies of the Statements of Account accurately showing all debits and credits for transactions on the aforementioned credit card account.

6. Defendant did not object to the above mentioned Statements of Account submitted by Plaintiff to Defendant.
7. Pursuant to the Credit Card Agreement, which Defendant received when the aforementioned credit was issued, the parties agreed that this matter be referred to Arbitration in the event of any claim and/or dispute if the account is referred for collection. See Exhibit "A" as previously identified and incorporated herein.
8. That this matter was referred to Arbitration for determination and disposition, whereby an Arbitration Award was entered against the Defendant and in favor of the Plaintiff for the outstanding balance due. A true and correct copy of the Arbitration Award is attached hereto, incorporated herein and marked as Exhibit "B".
9. That Defendant has made sporadic and irregular payments which have been applied to the outstanding balance of this account.
10. As of the date of the within Complaint, the remaining balance due, owing and unpaid on Defendant's credit card account, as a result of charges made by said Defendant and/or any authorized users is the sum of \$7,507.33.
11. Despite reasonable and repeated demands for payment, Defendant has failed, refused and continues to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.
12. Pursuant to the Credit Card Agreement, any unpaid and/or delinquent balances on said account shall continue to bear interest at the rate of eighteen (18%) percent. See Exhibit "A" as previously identified and incorporated herein.
13. The amount of contractual interest which has accrued on the aforementioned account from the date of the Arbitration Award, is the sum of \$935.63.

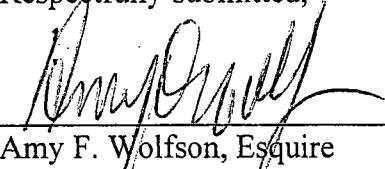
14. Plaintiff has retained the services of the law firm of Wolfson & Associates, P.C. in the collection of the amount due from Defendant.

15. Any and all conditions precedent to the bringing of this action have been performed by Plaintiff.

16. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

**WHEREFORE**, Plaintiff, MBNA AMERICA BANK, N.A., respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendant, LARRY M CUSICK, in the amount of \$7,507.33, plus contractual interest at a rate of eighteen (18%) percent in the amount of \$935.63, plus costs of this action and such other relief as the Court deems proper and just.

Respectfully submitted,



---

Amy F. Wolfson, Esquire  
WOLFSON & ASSOCIATES, P.C.  
267 East Market Street  
York, PA 17403  
(717) 846-1252  
ID No. 87062  
Attorney for Plaintiff

## VERIFICATION

Amy F. Wolfson, Esquire, hereby states that she is the attorney for the Plaintiff, MBNA AMERICA BANK, N.A., who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, she is authorized to take this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Complaint are true and correct to the best of her knowledge, information, and belief, based upon information provided by the Plaintiff.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date:

5/03/03

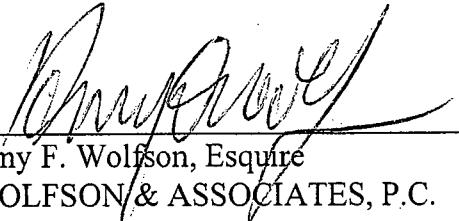
  
Amy F. Wolfson, Esquire  
WOLFSON & ASSOCIATES, P.C.  
267 East Market Street  
York, PA 17403  
(717) 846-1252  
ID No. 87062  
Attorney for Plaintiff

EXHIBIT "A"

MBNA

## *Credit Card Agreement Additional Terms and Conditions*

### **Selected Sections**

- Privacy Notice
- Accuracy of Information Furnished to Credit Reporting Agencies
- How to Use Your Account
- Payments on Your Account 5
- We May Amend This Agreement 8
- What Law Applies 9
- Arbitration and Litigation 9

## **Your Contract With Us**

Your Credit Card Agreement with us consists of these Additional Terms and Conditions and the document called the Required Federal Disclosures or the Initial Disclosure. You agree to the terms and conditions of this Agreement. For the purpose of the *Privacy Notice*, we will use the definitions contained in the third paragraph of the *Privacy Notice*. For the remainder of the Agreement, we will use the definitions described under the section heading *Words Used Often in This Agreement*.

## **Privacy Notice**

**Your privacy is important to us:** At MBNA, we are committed to providing you with the finest financial products and services backed by consistently top-quality service. And while information about you is fundamental to our ability to do this, we fully recognize the importance of keeping personal and account information secure.

To offer you the widest range of products and services, MBNA may share information about you both within MBNA and outside of MBNA with other companies. This allows us to offer you products and services that may interest you and best meet your needs, whether they are available directly from MBNA or through our relationships with other companies. We want you to understand our information safeguards, what information we collect, what information we share, and the benefits you receive when we share information about you.

This notice describes the privacy practices of MBNA Corporation and all MBNA affiliates, including MBNA America Bank, N.A., MBNA America (Delaware), N.A., Palladian Travel Services, Inc., MBNA Hallmark Information Services, Inc., MBNA Marketing Systems, Inc., and MBNA Insurance Agency, Inc. (collectively, "MBNA"), for financial products and services governed by the laws of the United States of America. This notice explains MBNA's information collection and sharing practices and lets you choose whether or not MBNA may share certain information about you, either within MBNA or outside of MBNA with other companies.

**Our Security Procedures:** MBNA understands the importance of protecting and securing information and using it appropriately. Access to information about you is restricted to the people of MBNA who require it to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards for the security of information.

When MBNA shares information about you with companies outside of MBNA, we require them to impose safeguards, use it only for a permitted purpose, and to return it to us or destroy it once that purpose is served. We limit the amount of information shared to what is appropriate to offer a product or service efficiently. MBNA requires any company receiving information from MBNA to sign a Confidentiality Agreement containing these requirements and obligating that company to protect the information as we would.

**Information We Collect:** MBNA collects and uses nonpublic personal information about you to conduct our business and to consistently deliver the top-quality Customer service you expect from us. Sources of the information include the following:

- Information we receive from you on applications and other forms or through your correspondence or communication with us including through the mail, by telephone, or over the Internet;
- Information we receive from third parties, such as consumer reporting agencies, to verify statements you've made to us, or regarding your employment, credit, or other relationships; and
- Information about your transactions with MBNA with other companies outside of MBNA.

**Information We Share Within MBNA:** We may share some of the information we collect about you with financial service companies within MBNA to offer additional products and services that may interest you and best meet your needs. We believe this is convenient for you and may save you both time and money. To do so, we share identification information (such as name and address), transaction and experience information (such as purchases and payments), credit eligibility information (such as credit reports and applications), and other information. The decision to purchase any such products or services is yours alone. You may tell us not to share credit eligibility information about you within MBNA, but please understand this does not prohibit us from offering you additional products and services or from sharing transaction and experience, identification, and other information within MBNA.

**Information We Share With Others:** From time to time, we may allow companies outside of MBNA to offer you their products and services that may interest you. These products and services may be offered by financial service providers (such as banks, loan brokers, account aggregators, insurance agents, insurance companies, mortgage bankers, and securities broker-dealers), by non-financial companies (such as retailers, direct marketers, communications companies, Internet service providers, manufacturers, service companies, travel agents, cruise lines, car rental agencies, hotels, airlines, publishers and organizations endorsing MBNA financial products or services), and others (such as nonprofit organizations). Subject to applicable law, we may share all the information we collect with these companies outside of MBNA unless you tell us not to.

Additionally, we may share all the information we collect with companies that perform marketing or other services on our behalf or to other financial institutions with which we have joint marketing agreements. We are also permitted by law to share information about you with other companies in certain circumstances. For instance, we may share all of the information we collect with companies assisting us in servicing your loan or account, with companies that endorse our products and services through affinity agreements.

with government entities in response to subpoenas or regulatory requirements, and with consumer reporting agencies. If you tell us not to share information with companies outside of MBNA that wish to offer you their products and services, as described above, please understand that we will continue to share information in these additional circumstances.

**Important Information About Your Choice:** We're dedicated to serving your needs - and to respecting your choices related to privacy. You may tell us not to share credit eligibility information within MBNA, and you may tell us not to share information with companies outside of MBNA that wish to offer you their products and services as described above. If you wish to opt out of such information sharing, please call toll-free 1-866-751-1255. We will ask you to verify your identity and the specific accounts to which the opt out applies, so please have all your account, membership, or reference numbers and your Social Security number or Taxpayer Identification number for deposit accounts available when you call.

MBNA applies opt outs at the account level, not by individual Customer. When any person listed with others on an account opts out (for example, a co-applicant, joint account holder, or authorized user), we will list the entire account as having opted out. MBNA will continue to adhere to its disclosed privacy practices for an account even if it becomes inactive or is closed.

An opt out from information sharing on an account as described above, either within MBNA and/or with companies outside of MBNA, remains effective unless revoked in writing. Federal regulations require us to provide this notice on an annual basis, whether or not an account has previously opted out from either type of information sharing. Please remember when you receive our subsequent notices that an account previously opted out from either or both types of information sharing (and not revoked in writing) does not need to be opted out again.

This notice updates and replaces any previous notices from MBNA about the privacy, security, and protection of information. For additional information regarding MBNA's privacy practices concerning the Internet, and to view the most recent version of this privacy notice, please go to [www.mbna.com](http://www.mbna.com) and click on "Privacy Notice." You may have other privacy protections under state laws. We may amend this privacy notice at any time, and we will inform you of changes as required by law.

#### **Words Used Often in This Agreement**

"Agreement" or "Credit Card Agreement" means these Additional Terms and Conditions and the Required Federal Disclosures (or the Initial Disclosure) and any changes we make to those documents from time to time.

"You" and "your" mean each and all of the persons who are granted, accept or use an account we hold. "You and "your" also mean any other person who has guaranteed payment of

this account, when used in the sections entitled, We May Monitor and Record Telephone Calls, and Arbitration and Litigation and when used in each of the sections relating to payment of this account (Your Promise to Pay, and How We Allocate Your Payments, for example).

"We," "us," "our" and "MBNA America" mean MBNA America Bank, N.A.

"Card" means all the credit cards we issue to you and any other person with authorization for use on this account pursuant to this Agreement.

"Access check" means an access check we provide to you to make a Check Cash Advance on your account.

If we use a capitalized term in this document but we do not define the term in this document, the term has the meaning given in the Required Federal Disclosures or the Initial Disclosure, or as used in your monthly statement.

We use section headings (such as, *Words Used Often in This Agreement*) to organize this Agreement. The actual terms of this Agreement are in the sentences that follow and not the headings.

### **Sign Your Card**

You should sign your card before you use it.

### **We May Monitor and Record Telephone Calls**

You consent to and authorize MBNA America, any of its affiliates, or its marketing associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of those companies.

### **Credit Reporting Agencies**

You authorize MBNA America to collect information about you, including credit reports from consumer reporting agencies.

If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write us at: MBNA, Credit Reporting Agencies, P.O. Box 17054, Wilmington, DE 19884-7054. Please include your name, address, home phone number, and account number and explain what you believe is inaccurate or incomplete.

### **How to Use Your Account**

You may obtain credit in the form of Purchases and Cash Advances by using cards, access checks, your account number or other credit devices. Please refer to your Required Federal Disclosures or Initial Disclosure to determine what transactions constitute Purchases and Cash Advances and how you may obtain them.

### **Transaction Date for Certain Cash Advances**

The transaction date for Check Cash Advances and Balance Transfers done by check is the date you or the person to whom the check is made payable first deposits or cashes the check. The transaction date for a returned payment (a Balance Cash Advance) is the date that the corresponding payment is posted to your account.

### **Purposes for Using Your Account**

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us. You may not use your account to be used to make any illegal transaction.

## Persons Using Your Account

If you permit any person to use your card, access checks, account number, or other credit device with the authorization to obtain credit on your account, you may be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holders.

## How You May Stop Payment on an Access Check

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and payee exactly as they appear on the access check. Oral and written stop payment requests on an access check are effective for six months from the day that we place the stop payment.

## You May Not Postdate an Access Check

You may not issue a postdated access check on your account. If you do postdate an access check, we may elect to honor it upon presentation or return it unpaid to the person that presented it to us for payment, without in either case waiting for the date shown on the access check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

## Your Promise to Pay

You promise to pay us the amounts of all credit you obtain, which includes all Purchases and Cash Advances. You also promise to pay us all the amounts of finance charges, fees, and any other transactions we charge against your account.

## Payments on Your Account

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by your Payment Due Date. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Payment of your Total Minimum Payment Due may not avoid the assessment of Overlimit Fees.

## When Your Payment Will Be Credited to Your Account

We credit payments as of the date received, if the payment is: (1) received by 2 p.m. (Eastern Time); (2) received at the address shown in the upper left-hand corner of the front of your monthly statement; (3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (4) sent in the return envelope with only the top portion of your statement accompanying it. Payments received after 2 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to five days.

## How We Allocate Your Payments

We will allocate your payments in the manner we determine.

In most instances, we will allocate your payments to balance (including new transactions) with lower APRs before balance with higher APRs. This will result in new balances with a lower APR (e.g., those with promotional APR offers) being paid before any other existing balances.

### **Promise to Pay Applies to All Persons**

All persons who initially or subsequently request, accept, guarantee or use the account are individually and together responsible for any total outstanding balance. We may refuse to release from liability any person who is responsible to pay any total outstanding balance, until all of the cards, access checks, and other credit devices outstanding under the account have been returned to us, and any such person or persons repays us the total outstanding balance owed to us at any time under the terms of this Agreement.

### **Default**

You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by its Payment Due Date; (2) your total outstanding balance exceeds your credit limit; or (3) you fail to abide by any other term of this Agreement. Solely for the purposes of determining eligibility and premium payment obligations for the optional credit insurance purchased through MBNA, you will be deemed in default or delinquent if you fail to make a payment within 90 days of your Payment Due Date. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

### **When We May Require Immediate Payment**

If you are in default we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided under the *Arbitration and Litigation* section of this Agreement, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

### **Other Payment Terms**

We can accept late payments, partial payments, or payment with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those marked with "Paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentation or return it uncredited to the person that presented it without in either case waiting for the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

### **Payment Holidays**

We may allow you, from time to time, to omit a monthly payment. We will notify you when this option is available. If you omit a payment, finance charges and any applicable fees will accrue on your account in accordance with this Agreement. You must resume making your Total Minimum Payment Due each month following a payment holiday.

### **Transactions Made in Foreign Currencies**

If you make a transaction in a foreign currency, the transaction will be converted by Visa International or MasterCard International, depending on which card you use, into a U.S.

dollar amount in accordance with the operating regulations or conversion procedures in effect at the time that the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. Visa or MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

### **Billing Cycle**

Your billing cycle ends each month on a Closing Date determined by us. Each billing cycle begins on the day after the Closing Date of the previous billing cycle. Each statement reflects a single billing cycle.

### **Account Fees and Charges**

**Account Fees:** The following fees, which are set forth on your Required Federal Disclosures or Initial Disclosure, are charged as Purchases in the billing cycle in which the fees accrue:

- (1) a Late Fee if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date;
- (2) an Overlimit Fee if your New Balance Total exceeds your credit limit on the last day of a billing cycle, even if fees or finance charges charged by us cause your New Balance Total to exceed your credit limit; an Overlimit Fee is charged to your account as of the day in the billing cycle that your total outstanding balance on your account exceeds your credit limit;
- (3) a Returned Payment Fee if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentation;
- (4) a Returned Cash Advance Check Fee if we return an access check unpaid for any reason, even if the access check is paid upon subsequent presentation;
- (5) a Copy Fee for each copy of a monthly statement or sales draft, except that the six most recent monthly statements and six sales drafts will be provided for free; and
- (6) an Annual Fee if your account is open or if you maintain an account balance, whether you have active charging privileges or not.

**Abandoned Property Charges:** Unless prohibited by applicable law, we will charge your account, as a Purchase, for any costs incurred by us associated with complying with state abandoned property laws.

Please review your Required Federal Disclosures or Initial Disclosure for additional fees and charges that may apply to your account.

### **Benefits**

We may offer you certain benefits and services with your account. Unless expressly made a part of this Agreement, any such benefits or services are not a part of this Agreement, but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of MBNA America. We may adjust, add, or delete benefits and services at any time and without notice to you.

### **Refusal to Honor Your Account**

We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number or any check written on your account. We are not liable for

any retention of your card by us, any other bank, or any provider of goods or services.

### **We May Suspend or Close Your Account**

We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason. Your obligations under this Agreement continue even after we have done this. You must destroy all cards, access checks or other credit devices on your account when we request.

### **You May Close Your Account**

You may close your account by notifying us in writing, by telephone, and destroying all cards, access checks or other credit devices on the account. Your obligations under this Agreement continue even after you have done this.

### **Transactions After Your Account Is Closed**

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as internet service providers, health clubs or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

### **We May Amend This Agreement**

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. When we amend this Agreement we will comply with the applicable notice requirements of federal and Delaware law that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you accept the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. The amended Agreement (including any higher rate or other charges or fees) will apply to the total outstanding balance including the balance existing before the amendment became effective. We may replace your card with another card at any time.

### **We May Sell Your Account**

We may at any time, and without notice to you, sell, assign or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account to any person or entity. The person or entity to whom we make any such sale, assignment or transfer will be entitled to all of our rights and/or obligations under this Agreement, to the extent sold, assigned or transferred.

### **Your Credit Limit**

Your credit limit is disclosed to you when you receive your card and, generally, on each monthly statement. We may change your credit limit from time to time.

The amount shown on your monthly statement as Current Credit Available does not take into account any Purchases, Cash Advances, finance charges, fees, any other transactions or credits which post to your account after the Closing Date of that monthly statement. Such transactions could result in your credit limit being exceeded and result in the assessment of Overlimit Fees.

## **What We May Do if You Attempt to Exceed Your Credit Limit**

The total outstanding balance on your account plus authorizations at any time must not be more than your credit limit. If you attempt a transaction which results in your total outstanding balance (plus authorizations) exceeding your credit limit, we may: (1) permit the transaction without raising your credit limit; (2) permit the transaction and treat the amount of the transaction that is more than the credit limit as immediately due; or (3) refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously permitted you to exceed your credit limit, it does not mean that we will permit you to exceed your credit limit again. If we decide to permit you to exceed your credit limit, we may charge an Overlimit Fee as provided in this Agreement.

## **Unauthorized Use of Your Card**

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-421-2110.

## **You Must Notify Us When You Change Your Address**

We strive to keep accurate records for your benefit and ours. The post office and others may notify us of a change to your address. When you change your address, you must notify us promptly of your new address.

## **What Law Applies**

This Agreement is made in Delaware and we extend credit to you from Delaware. This Agreement is governed by the laws of the State of Delaware (without regard to its conflict of laws principles) and by any applicable federal laws.

## **The Provisions of This Agreement are Severable**

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

## **Our Rights Continue**

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

## **Arbitration and Litigation**

This Arbitration and Litigation provision applies to you unless you were given the opportunity to reject the Arbitration and Litigation provisions and you did so reject them in the manner and timeframe required. If you did reject effectively such a provision, you agreed that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief), including

Claims regarding the applicability of this Arbitration and Litigation Section or the validity of the entire Agreement or any prior Agreement, shall be resolved by binding arbitration.

The arbitration shall be conducted by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, [www.arb-forum.com](http://www.arb-forum.com), or P.O. Box 501 Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, administrative and hearing fees which you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for arbitration filing, administrative or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitation and shall honor any claims or privilege recognized by law. If party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury and no Claim may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. This Arbitration and Litigation Section applies to all Claims now in existence or that may arise in the future.

This Arbitration and Litigation Section shall survive the termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you or sale of the debt by us.

For the purposes of this Arbitration and Litigation Section, "we" and "us" means MBNA America Bank, N.A., its parent subsidiaries, affiliates, licensees, predecessors, successors, assigns, and any purchaser of your account, and all of their officers, directors, employees, agents and assigns or any or all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us.

If any part of this Arbitration and Litigation Section is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this Arbitration and Litigation Section shall be enforceable without regard to its invalidity or unenforceability.

THE RESULT OF THIS ARBITRATION AGREEMENT IS THAT EXCEPT AS PROVIDED ABOVE, CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD

HAVE BEEN TRIED BEFORE A JURY; AS CLASS ACTIONS OR AS PRIVATE ATTORNEY GENERAL ACTIONS.

## CREDIT INSURANCE BENEFITS, LIMITATIONS, COSTS & EXCLUSIONS

### CONSUMER PROTECTION-DISCLOSURES

CREDIT INSURANCE IS: NOT A DEPOSIT; NOT FDIC-INSURED; NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY; AND NOT GUARANTEED BY THE BANK.

PURCHASE OF CREDIT INSURANCE IS NOT A CONDITION OF OBTAINING CREDIT. IF COVERAGE IS DESIRED, IT MAY BE PURCHASED ELSEWHERE.

Credit Insurance pays your minimum monthly payment\* up to your balance on the date of loss (not to exceed \$25,000, except disability in MN), until you return to work\*\* if you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Credit Insurance also pays your insured outstanding balance up to the least of your outstanding balance, your credit limit (not AL, AZ, AR, DE, DC, ID, IL, IA, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY), or \$25,000 if you die.

**Eligibility:** One insured per account (insured must be the primary cardholder or a co-applicant, authorized users are not eligible), under age 66 (70 in AZ, NV & VA; 71 in FL, GA, MI, MO & OK; 72 in NM). Your coverage ends at these same ages (except family leave in AZ, FL & SD & unemployment). When enrolled, certificates will be mailed explaining your coverage & effective date. In MN, unemployment coverage is effective 61 days from your certificate effective date. For unemployment or family leave benefits, you must be gainfully employed working at least 30 hrs/wk (not self-employed or an independent contractor) for 90 consecutive days before the date of loss (CO - before application date), (PA - on the date of loss), (TX - before coverage effective date for unemployment). Employees of professional corporations may be eligible.

**Coverages & Benefits:** Credit Insurance covers: your death; involuntary unemployment due to job loss, general strike, unionized labor dispute; or lockout; total disability due to sickness or injury if you are unable to perform the material & substantial duties of your job (or any job after 12 mos. in PA; 18 mos. in AL, AZ, AR, CA, DE, DC, GA, HI, ID, IL, IA, KS, LA, MD, MN, MS, NV, NJ, ND, OH, OK, RI, SD, TN, VT, WA, WV, WI & WY); your or your spouse's unpaid leave of absence from employment due to care of your newborn or newly adopted child or an incapacitated immediate family member (must be spouse, child, stepchild or parent in AK); mandatory recall to active military duty; jury duty (except in AK); or residence in a federally declared disaster area. Loss (not death) must continue at least 30 days before benefits begin. In NY, for strikes, unionized labor disputes & lockouts, you must be unemployed for 7 consecutive weeks & qualify for state unemployment benefits before benefits begin. A daily benefit is paid for each day of loss over 30 days for unemployment in NY & PA, and disability in CA, CT, GA, NY, MI, PA, RI & SC. You may cancel this coverage at any time. If canceled within the first 30 days of coverage, all premiums will be refunded.

**Exclusions:** Life: suicide in the first 6 months of coverage (not MD & MO). Involuntary Unemployment: retirement, resignation, voluntary forfeiture of income or job loss due to willful or criminal misconduct, disability, strikes in IL, military discharge in NY & normal seasonal unemployment in TX. Disability: normal pregnancy or childbirth (not CA, MA & NV), intentionally self-inflicted injuries (not MD), or a pre-existing medical condition during first 6 months of coverage (not NJ).

Family leave benefits are not paid if you are eligible for or receiving unemployment benefits or are disabled.

This is only a brief description of coverage, and coverages vary by state. Please refer to your certificates for a full explanation of coverage.

Costs per \$100 per Month of Average Daily Balance:

Costs apply to Life (L), Disability (D), Unemployment (U) & Family Leave (F): AL 54.5c; AK 78c; AZ 99.9c; AR 99c; CA 89.9c; CO 50.66c; CT 42.89c; DE 99.9c; DC 99.9c; FL 89c; GA 90.8c; HI 89.91c; ID 99.5c (L 8.6c, D 16.9c, U 54c, F 20c); IL 80.97c; IN 96c; IA 97.8c (L 7.2c, D 16.6c, U 54c, F 20c); KS 85.47c; KY 97.4c; LA 99.93c; ME 53.05c; MD 79.74c; MA 15.7c; MI 85.7c; MN 31.47c; MS 92.5c; MO 61.1c; MT 93.9c; NE 95.8c; NV 99.87c; NH 95c; NJ 97c; NM 58.9c; NY 52.5c (L 8.8c, D 26.8c, U 16.9c); NC 71.3c; ND 94.97c; OH 99.9c; OK 97.47c; OR 80.8c; PA 38.1c; PR 99c; RI 99.8c; SC 78.8c; SD 99.9c; TN 92.5c; TX 33.7c (L 4.8c, D 12.9c, U 16c); UT 90.44c; VT 34.92c (L 6.68c, D 12.24c, F 16c); VA 84c (L 6.1c, D 8.9c, U 49c, F 20c); WA 89.39c; WV 99.5c; WI 93.6c (L 5.7c, D 8.9c, U 59c, F 20c) & WY 99.7c.

**Availability:** Involuntary Unemployment is not available in MA or VT. Family Leave is not available in AL, CT, MA, MD, MN, NM, NY, PA, or TX.

Underwriting Companies/Policy: Involuntary

Unemployment: American Security/LOI(5/85), LOI NY(3/93), AS LOI TX(11/99), LOIC-IP-KS(2/96), LOIC-IP-CRS-ME(5/85) and LOIC-IP; Standard Guaranty/SG LOI (5/85) (NH only). Life & Disability: Union Security Life/L-I-Z, L-S-G in AL, AZ, AR, DE, DC, ID, IL, IA, KS, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY; Standard Guaranty Life (TX only)/L-I-Z(8/92)(3.53RA), First Fortis Life (NY Life only)/NYLM0013 American Security (NY Disability only)/W-S-A, Fortis Insurance (ME only)/U-X-A. Family Leave: American Security/FLP (4/97), FLP-FL(12/97) in FL, FLP-NC (3/98) in NC, FLP-OK(4/97) in OK, FLP-VA(2/98) in VA, FL-IP(AZ)(7/98) in AZ, FL-IP(4/97) in IL & IN, FL-IP-KS (12/97) in KS, FL-IP-ME (4/99) in ME; FL-IP-WY(4/97) in WY; Standard Guaranty/FLP (4/97) in NH; Union Security Life/FLP-VT(4/97) in VT. Soliciting agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

The creditor may receive compensation in connection with this offer.

It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

•Less past due and over credit limit amounts. In MI, coverage pays 5% of the balance on your date of disability up to \$1250. In OR, coverage pays the greater of 1/36th of the balance or the current minimum payment due on your date of loss. In NY & PA, coverage pays the minimum payment due on your date of loss. In TX, coverage pays the greater of 6% of your insured outstanding balance on your date of unemployment or your minimum monthly payment.

•The number of monthly benefit payments will not exceed 9 for family leave; 12 for unemployment in AL, AK, CT, IL, MI, MN, MO, NM, NC, NY, PA, SC & TX; 12 for disability in AK, CO, CT, FL, KY, MA, MO, MT, NE, NH, NM, NC, OR, SC, UT & VA.

**NY, NJ & TX Residents Only:** To purchase coverages separately, write to Assurant Group, P.O. Box 50355, Atlanta, GA 30302. Applications will be sent to you.

2/9/01 MBNAULOI (MBNA - L/D/Uncapped LOI/FL)  
25000 DISC—101  
MBNA America® and GoldPlus® are federally registered service  
marks of MBNA America Bank, N.A.  
© 2000 MBNA America Bank, N.A.

AGMT90 (Revised 4/2001)

EXHIBIT "B"



NATIONAL

ARBITRATION

FORUM ®

MBNA America Bank, N.A.  
c/o Wolpoff & Abramson, L.L.P.  
Attorneys in the Practice of Debt Collection  
702 King Farm Blvd, Two Irvington Centre  
Rockville, MD 20850-5775

**CLAIMANT(s),**

**AWARD**

**RE: MBNA America Bank, N.A. v Larry M Cusick**  
**File Number: FA0205000112735**  
**Claimant File Number: 5401262999341399**

Larry M Cusick  
719 IDA ST  
Houtzdale, PA 16651-8547

**RESPONDENT(s).**

The undersigned Arbitrator in this case FINDS:

1. That no known conflict of interest exists.
2. That on or before 05/03/2002 the Parties entered into an agreement providing that this matter shall be resolved in accordance with the Forum Code of Procedure.
3. That the Claimant has filed a claim with the Forum and served it on the Respondent.
4. That the matter has proceeded in accord with the applicable Forum Code of Procedure.
5. The Parties have had the opportunity to present all evidence and information to the Arbitrator.
6. That the Arbitrator has reviewed all evidence and information submitted in this case.
7. That the information and evidence submitted supports the issuance of an Award as stated.

**Therefore, the Arbitrator ISSUES:**

An Award in favor of the Claimant, for a total amount of \$7,507.33.

Entered in the State of Pennsylvania

*LeRoy W. Nelson P.A.*

LeRoy W. Nelson, Esq.  
Arbitrator

Date: 08/21/2002

**ACKNOWLEDGEMENT**

This Award was duly entered and delivered to the parties on this date.

*Harold Kalina*

**Honorable Harold Kalina**

**Director of Arbitration**

08/21/2002

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

**MBNA AMERICA BANK**

**VS.**

**CUSICK, LARRY M.**

**COMPLAINT**

**Sheriff Docket #** 14163

**03-835-CD**

**SHERIFF RETURNS**

NOW OCTOBER 31, 2003 AT 10:23 AM SERVED THE WITHIN COMPLAINT ON LARRY M. CUSICK, DEFENDANT AT RESIDENCE, 719 IDA ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARY CUSICK, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF. SERVED BY: DAVIS/MORGILLO

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**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>47.88</b>	<b>SHERIFF HAWKINS PAID BY: ATTY</b>
<b>10.00</b>	<b>SURCHARGE PAID BY: ATTY</b>

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**Sworn to Before Me This**

3 Day Of November 2003  
William A. Shaw

**So Answers,**

*Chester A. Hawkins*  
Chester A. Hawkins  
Sheriff

**FILED**  
*WAS*

NOV 03 2003

William A. Shaw  
Prothonotary

# COPY

*Oct. 20, 2003 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.*  
*William A. Shaw*  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A.,  
Plaintiff

: NO. 03-835-C

vs.

: CIVIL ACTION - LAW

LARRY M CUSICK,  
Defendant

**NOTICE**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice is served, by entering a written appearance, personally or by attorney, and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint, or document, or for any other claim or relief requested by the Plaintiff. You may lose money or property or other right important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**NOTICIA**

Le han demandado a usted en la corte. Si usted quiere defensas de esas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Usted debe presentar una apariencia escrita o en persona o por abogado y archivar en la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Se avisa que si usted no se defiende, la corte tomará medidas y pedirá entrar una orden contra usted sin previo aviso o notificación y por cualquier queja o alivio que es pedido en la petición de demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

I hereby certify this to be a true and attested copy of the original statement filed in this case.

**FILED**  
1:57  
JUN 06 2003

Court Administrator  
Clearfield County Court House  
1 North Second Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641 x 32

JUN 06 2003

Attest.

*William A. Shaw*  
Prothonotary/  
Clerk of Courts

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

MBNA AMERICA BANK, N.A., : NO.  
Plaintiff :  
vs. : CIVIL ACTION - LAW  
LARRY M CUSICK, :  
Defendants :  
:

**COMPLAINT**

AND NOW, comes the Plaintiff, MBNA AMERICA BANK, N.A., by and through its attorneys, Amy F. Wolfson, Esquire, and the law firm of Wolfson & Associates, P.C., and files the within Complaint and in support avers as follows:

1. Plaintiff, MBNA AMERICA BANK, N.A., is a Delaware corporation doing business within the Commonwealth of Pennsylvania, and the other states of the United States, with its principal place of business situated at P.O. Box 15718, Wilmington, Delaware 19850.
2. Defendant, LARRY M CUSICK, is an adult individual with a last known address of 719 IDA ST, CLEARFIELD County, HOUTZDALE, PA 16651-8547.
3. It is averred that Defendant was issued an open end credit card account. A true and correct copy of the Credit Card Agreement Additional Terms and Conditions is attached hereto, incorporated herein and marked as Exhibit "A".
4. At all relevant times material hereto, Defendant has been a regular user of said charge card for the purchase of products, goods and/or for obtaining services from Plaintiff or Plaintiff's licensees.
5. Defendant has been provided with copies of the Statements of Account accurately showing all debits and credits for transactions on the aforementioned credit card account.

6. Defendant did not object to the above mentioned Statements of Account submitted by Plaintiff to Defendant.

7. Pursuant to the Credit Card Agreement, which Defendant received when the aforementioned credit was issued, the parties agreed that this matter be referred to Arbitration in the event of any claim and/or dispute if the account is referred for collection. See Exhibit "A" as previously identified and incorporated herein.

8. That this matter was referred to Arbitration for determination and disposition, whereby an Arbitration Award was entered against the Defendant and in favor of the Plaintiff for the outstanding balance due. A true and correct copy of the Arbitration Award is attached hereto, incorporated herein and marked as Exhibit "B".

9. That Defendant has made sporadic and irregular payments which have been applied to the outstanding balance of this account.

10. As of the date of the within Complaint, the remaining balance due, owing and unpaid on Defendant's credit card account, as a result of charges made by said Defendant and/or any authorized users is the sum of \$7,507.33.

11. Despite reasonable and repeated demands for payment, Defendant has failed, refused and continues to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.

12. Pursuant to the Credit Card Agreement, any unpaid and/or delinquent balances on said account shall continue to bear interest at the rate of eighteen (18%) percent. See Exhibit "A" as previously identified and incorporated herein.

13. The amount of contractual interest which has accrued on the aforementioned account from the date of the Arbitration Award, is the sum of \$935.63.

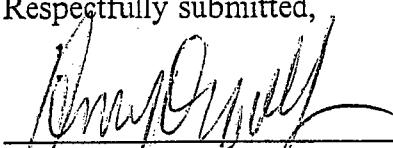
14. Plaintiff has retained the services of the law firm of Wolfson & Associates, P.C. in the collection of the amount due from Defendant.

15. Any and all conditions precedent to the bringing of this action have been performed by Plaintiff.

16. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

**WHEREFORE**, Plaintiff, MBNA AMERICA BANK, N.A., respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendant, LARRY M CUSICK, in the amount of \$7,507.33, plus contractual interest at a rate of eighteen (18%) percent in the amount of \$935.63, plus costs of this action and such other relief as the Court deems proper and just.

Respectfully submitted,

  
\_\_\_\_\_  
Amy F. Wolfson, Esquire  
WOLFSON & ASSOCIATES, P.C.  
267 East Market Street  
York, PA 17403  
(717) 846-1252  
ID No. 87062  
Attorney for Plaintiff

## VERIFICATION

Amy F. Wolfson, Esquire, hereby states that she is the attorney for the Plaintiff, MBNA AMERICA BANK, N.A., who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, she is authorized to take this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Complaint are true and correct to the best of her knowledge, information, and belief, based upon information provided by the Plaintiff.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date:

5/23/03

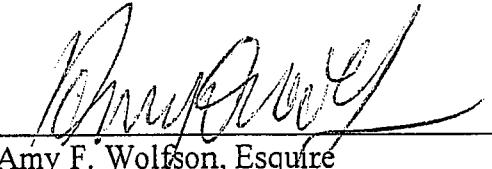
  
Amy F. Wolfson, Esquire  
WOLFSON & ASSOCIATES, P.C.  
267 East Market Street  
York, PA 17403  
(717) 846-1252  
ID No. 87062  
Attorney for Plaintiff

EXHIBIT "A"

BNVA

## Credit Card Agreement Additional Terms and Conditions

### Selected Sections

- Privacy Notice .....
- Accuracy of Information Furnished to Credit Reporting Agencies .....
- How to Use Your Account .....
- Payments on Your Account .....
- We May Amend This Agreement .....
- What Law Applies .....
- Arbitration and Litigation .....

## **Your Contract With Us**

Your Credit Card Agreement with us consists of these Additional Terms and Conditions and the document called the Required Federal Disclosures or the Initial Disclosure. You agree to the terms and conditions of this Agreement. For the purpose of the Privacy Notice, we will use the definitions contained in the third paragraph of the Privacy Notice. For the remainder of the Agreement, we will use the definitions described under the section heading Words Used Often in This Agreement.

## **Privacy Notice**

**Your privacy is important to us:** At MBNA, we are committed to providing you with the finest financial products and services backed by consistently top-quality service. And while information about you is fundamental to our ability to do this, we fully recognize the importance of keeping personal and account information secure.

To offer you the widest range of products and services, MBNA may share information about you both within MBNA and outside of MBNA with other companies. This allows us to offer you products and services that may interest you and best meet your needs, whether they are available directly from MBNA or through our relationships with other companies. We want you to understand our information safeguards, what information we collect, what information we share, and the benefits you receive when we share information about you.

This notice describes the privacy practices of MBNA Corporation and all MBNA affiliates, including MBNA America Bank, N.A., MBNA America (Delaware), N.A., Palladian Travel Services, Inc., MBNA Hallmark Information Services, Inc., MBNA Marketing Systems, Inc., and MBNA Insurance Agency, Inc. (collectively, "MBNA"), for financial products and services governed by the laws of the United States of America. This notice explains MBNA's information collection and sharing practices and lets you choose whether or not MBNA may share certain information about you, either within MBNA or outside of MBNA with other companies.

**Our Security Procedures:** MBNA understands the importance of protecting and securing information and using it appropriately. Access to information about you is restricted to the people of MBNA who require it to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards for the security of information.

When MBNA shares information about you with companies outside of MBNA, we require them to impose safeguards, use it only for a permitted purpose, and to return it to us or destroy it once that purpose is served. We limit the amount of information shared to what is appropriate to offer a product or service efficiently. MBNA requires any company receiving information from MBNA to sign a Confidentiality Agreement containing these requirements and obligating that company to protect the information as we would.

**Information We Collect:** MBNA collects and uses nonpublic personal information about you to conduct our business and to consistently deliver the top-quality Customer service you expect from us. Sources of this information include the following:

- Information we receive from you on applications and other forms or through your correspondence or communication with us including through the mail, by telephone, or over the Internet;
- Information we receive from third parties, such as consumer reporting agencies, to verify statements you've made to us, or regarding your employment, credit, or other relationships; and
- Information about your transactions with MBNA with other companies outside of MBNA.

**Information We Share Within MBNA:** We may share some of the information we collect about you with financial service companies within MBNA to offer additional products and services that may interest you and best meet your needs. We believe this is convenient for you and may save you both time and money. To do so, we share identification information (such as name and address), transaction and experience information (such as purchases and payments), credit eligibility information (such as credit reports and applications), and other information. The decision to purchase any such products or services is yours alone. You may tell us not to share credit eligibility information about you within MBNA, but please understand this does not prohibit us from offering you additional products and services or from sharing transaction and experience, identification, and other information within MBNA.

**Information We Share With Others:** From time to time, we may allow companies outside of MBNA to offer you their products and services that may interest you. These products and services may be offered by financial service providers (such as banks, loan brokers, account aggregators, insurance agents, insurance companies, mortgage bankers, and securities broker-dealers), by non-financial companies (such as retailers, direct marketers, communications companies, Internet service providers, manufacturers, service companies, travel agents, cruise lines, car rental agencies, hotels, airlines, publishers and organizations endorsing MBNA financial products or services), and others (such as nonprofit organizations). Subject to applicable law, we may share all the information we collect with these companies outside of MBNA unless you tell us not to.

Additionally, we may share all the information we collect with companies that perform marketing or other services on our behalf or to other financial institutions with which we have joint marketing agreements. You are also permitted by law to share information about you with other companies in certain circumstances. For instance, we may share all of the information we collect with companies assisting us in servicing your loan or account, with companies that endorse our products and services through affinity agreements.

with government entities in response to subpoenas or regulatory requirements, and with consumer reporting agencies. If you tell us not to share information with companies outside of MBNA that wish to offer you their products and services, as described above, please understand that we will continue to share information in these additional circumstances.

**Important Information About Your Choice:** We're dedicated to serving your needs - and to respecting your choices related to privacy. You may tell us not to share credit eligibility information within MBNA, and you may tell us not to share information with companies outside of MBNA that wish to offer you their products and services as described above. If you wish to opt out of such information sharing, please call toll-free 1-866-751-1255. We will ask you to verify your identity and the specific accounts to which the opt out applies, so please have all your account, membership, or reference numbers and your Social Security number or Taxpayer Identification number for deposit accounts available when you call.

MBNA applies opt outs at the account level, not by individual Customer. When any person listed with others on an account opts out (for example, a co-applicant, joint account holder, or authorized user), we will list the entire account as having opted out. MBNA will continue to adhere to its disclosed privacy practices for an account even if it becomes inactive or is closed.

An opt out from information sharing on an account as described above, either within MBNA and/or with companies outside of MBNA, remains effective unless revoked in writing. Federal regulations require us to provide this notice on an annual basis, whether or not an account has previously opted out from either type of information sharing. Please remember when you receive our subsequent notices that an account previously opted out from either or both types of information sharing (and not revoked in writing) does not need to be opted out again.

This notice updates and replaces any previous notices from MBNA about the privacy, security, and protection of information. For additional information regarding MBNA's privacy practices concerning the Internet, and to view the most recent version of this privacy notice, please go to [www.mbna.com](http://www.mbna.com) and click on "Privacy Notice." You may have other privacy protections under state laws. We may amend this privacy notice at any time, and we will inform you of changes as required by law.

#### **Words Used Often in This Agreement**

"Agreement" or "Credit Card Agreement" means these Additional Terms and Conditions and the Required Federal Disclosures (or the Initial Disclosure) and any changes we make to those documents from time to time.

"You" and "your" mean each and all of the persons who are granted, accept or use an account we hold. "You and "your" also mean any other person who has guaranteed payment of

this account, when used in the sections entitled, We May Monitor and Record Telephone Calls, and Arbitration and Litigation and when used in each of the sections relating to payments on this account (Your Promise to Pay, and How We Allocate Your Payments, for example).

"We," "us," "our" and "MBNA America" mean MBNA America Bank, N.A.

"Card" means all the credit cards we issue to you and any other person with authorization for use on this account pursuant to this Agreement.

"Access check" means an access check we provide to you to make a Check Cash Advance on your account.

If we use a capitalized term in this document but we do not define the term in this document, the term has the meaning given in the Required Federal Disclosures or the Initial Disclosure, or as used in your monthly statement.

We use section headings (such as, Words Used Often in This Agreement) to organize this Agreement. The actual terms of this Agreement are in the sentences that follow and not the headings.

### **Sign Your Card**

You should sign your card before you use it.

### **We May Monitor and Record Telephone Calls**

You consent to and authorize MBNA America, any of its affiliates, or its marketing associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of those companies.

### **Credit Reporting Agencies**

You authorize MBNA America to collect information about you, including credit reports from consumer reporting agencies.

If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write us at: MBNA, Credit Reporting Agencies, P.O. Box 17054, Wilmington, DE 19884-7054. Please include your name, address, home phone number, and account number and explain what you believe is inaccurate or incomplete.

### **How to Use Your Account**

You may obtain credit in the form of Purchases and Cash Advances by using cards, access checks, your account number or other credit devices. Please refer to your Required Federal Disclosures or Initial Disclosure to determine what transactions constitute Purchases and Cash Advances and how you may obtain them.

### **Transaction Date for Certain Cash Advances**

The transaction date for Check Cash Advances and Balance Transfers done by check is the date you or the person to whom the check is made payable first deposits or cashes the check. The transaction date for a returned payment (a Balance Cash Advance) is the date that the corresponding payment is posted to your account.

### **Purposes for Using Your Account**

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us. You may not use your account to be used to make any illegal transaction.

### Persons Using Your Account

If you permit any person to use your card, access checks, account number, or other credit device with the authorization to obtain credit on your account, you may be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holders.

### How You May Stop Payment on an Access Check

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and payee exactly as they appear on the access check. Oral and written stop payment requests on an access check are effective for six months from the day that we place the stop payment.

### You May Not Postdate an Access Check

You may not issue a postdated access check on your account. If you do postdate an access check, we may elect to honor it upon presentment or return it unpaid to the person that presented it to us for payment, without in either case waiting for the date shown on the access check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

### Your Promise to Pay

You promise to pay us the amounts of all credit you obtain, which includes all Purchases and Cash Advances. You also promise to pay us all the amounts of finance charges, fees, and any other transactions we charge against your account.

### Payments on Your Account

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by your Payment Due Date. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Payment of your Total Minimum Payment Due may not avoid the assessment of Overlimit Fees.

### When Your Payment Will Be Credited to Your Account

We credit payments as of the date received, if the payment is: (1) received by 2 p.m. (Eastern Time); (2) received at the address shown in the upper left-hand corner of the front of your monthly statement; (3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (4) sent in the return envelope with only the top portion of your statement accompanying it. Payments received after 2 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to five days.

### How We Allocate Your Payments

We will allocate your payments in the manner we determine.

In most instances, we will allocate your payments to balances (including new transactions) with lower APRs before balances with higher APRs. This will result in new balances with a lower APR (e.g., those with promotional APR offers) being paid before any other existing balances.

### **Promise to Pay Applies to All Persons**

All persons who initially or subsequently request, accept, guarantee or use the account are individually and together responsible for any total outstanding balance. We may refuse to release from liability any person who is responsible to pay any total outstanding balance, until all of the cards, access checks, and other credit devices outstanding under the account have been returned to us, and any such person or persons repays us the total outstanding balance owed to us at any time under the terms of this Agreement.

### **Default**

You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by its Payment Due Date; (2) your total outstanding balance exceeds your credit limit; or (3) you fail to abide by any other term of this Agreement. Solely for the purposes of determining eligibility and premium payment obligations for the optional credit insurance purchased through MBNA, you will be deemed in default or delinquent if you fail to make a payment within 90 days of your Payment Due Date. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

### **When We May Require Immediate Payment**

If you are in default we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided under the Arbitration and Litigation section of this Agreement, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

### **Other Payment Terms**

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those marked with "Paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentation or return it uncredited to the person that presented it without in either case waiting for the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

### **Payment Holidays**

We may allow you, from time to time, to omit a monthly payment. We will notify you when this option is available. If you omit a payment, finance charges and any applicable fees will accrue on your account in accordance with this Agreement. You must resume making your Total Minimum Payment Due each month following a payment holiday.

### **Transactions Made in Foreign Currencies**

If you make a transaction in a foreign currency, the transaction will be converted by Visa International or MasterCard International, depending on which card you use, into a U.S.

dollar amount in accordance with the operating regulations or conversion procedures in effect at the time that the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. Visa or MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

### **Billing Cycle**

Your billing cycle ends each month on a Closing Date determined by us. Each billing cycle begins on the day after the Closing Date of the previous billing cycle. Each statement reflects a single billing cycle.

### **Account Fees and Charges**

**Account Fees:** The following fees, which are set forth on your Required Federal Disclosures or Initial Disclosure, are charged as Purchases in the billing cycle in which the fees accrue:

- (1) a Late Fee if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date;
- (2) an Overlimit Fee if your New Balance Total exceeds your credit limit on the last day of a billing cycle, even if fees or finance charges charged by us cause your New Balance Total to exceed your credit limit; an Overlimit Fee is charged to your account as of the day in the billing cycle that your total outstanding balance on your account exceeds your credit limit;
- (3) a Returned Payment Fee if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentment;
- (4) a Returned Cash Advance Check Fee if we return an access check unpaid for any reason, even if the access check is paid upon subsequent presentment;
- (5) a Copy Fee for each copy of a monthly statement or sales draft, except that the six most recent monthly statements and six sales drafts will be provided for free; and
- (6) an Annual Fee if your account is open or if you maintain an account balance, whether you have active charging privileges or not.

**Abandoned Property Charges:** Unless prohibited by applicable law, we will charge your account, as a Purchase, for any costs incurred by us associated with complying with state abandoned property laws.

Please review your Required Federal Disclosures or Initial Disclosure for additional fees and charges that may apply to your account.

### **Benefits**

We may offer you certain benefits and services with your account. Unless expressly made a part of this Agreement, any such benefits or services are not a part of this Agreement, but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of MBNA America. We may adjust, add, or delete benefits and services at any time and without notice to you.

### **Refusal to Honor Your Account**

We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number or any check written on your account. We are not liable for

any retention of your card by us, any other bank, or any provider of goods or services.

### **We May Suspend or Close Your Account**

We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason. Your obligations under this Agreement continue even after we have done this. You must destroy all cards, access checks or other credit devices on your account when we request.

### **You May Close Your Account**

You may close your account by notifying us in writing, by telephone, and destroying all cards, access checks or other credit devices on the account. Your obligations under this Agreement continue even after you have done this.

### **Transactions After Your Account Is Closed**

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as internet service providers, health clubs or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

### **We May Amend This Agreement**

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. When we amend this Agreement we will comply with the applicable notice requirements of federal and Delaware law that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you do not accept the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. The amended Agreement (including any higher rate or other charges or fees) will apply to the total outstanding balance including the balance existing before the amendment became effective. We may replace your card with another card at any time.

### **We May Sell Your Account**

We may at any time, and without notice to you, sell, assign or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account to any person or entity. The person or entity to whom we make any such sale, assignment or transfer will be entitled to all of our rights and/or obligations under this Agreement, to the extent sold, assigned or transferred.

### **Your Credit Limit**

Your credit limit is disclosed to you when you receive your card and, generally, on each monthly statement. We may change your credit limit from time to time.

The amount shown on your monthly statement as Cash Available does not take into account any Purchases, Cash Advances, finance charges, fees, any other transactions or credits which post to your account after the closing date of that monthly statement. Such transactions could result in your credit limit being exceeded and result in the assessment of Overlimit Fees.

## **What We May Do if You Attempt to Exceed Your Credit Limit**

The total outstanding balance on your account plus authorizations at any time must not be more than your credit limit. If you attempt a transaction which results in your total outstanding balance (plus authorizations) exceeding your credit limit, we may: (1) permit the transaction without raising your credit limit; (2) permit the transaction and treat the amount of the transaction that is more than the credit limit as immediately due; or (3) refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously permitted you to exceed your credit limit, it does not mean that we will permit you to exceed your credit limit again. If we decide to permit you to exceed your credit limit, we may charge an Overlimit Fee as provided in this Agreement.

## **Unauthorized Use of Your Card**

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-421-2110.

## **You Must Notify Us When You Change Your Address**

We strive to keep accurate records for your benefit and ours. The post office and others may notify us of a change to your address. When you change your address, you must notify us promptly of your new address.

## **What Law Applies**

This Agreement is made in Delaware and we extend credit to you from Delaware. This Agreement is governed by the laws of the State of Delaware (without regard to its conflict of laws principles) and by any applicable federal laws.

## **The Provisions of This Agreement are Severable**

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

## **Our Rights Continue**

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

## **Arbitration and Litigation**

This Arbitration and Litigation provision applies to you unless you were given the opportunity to reject the Arbitration and Litigation provisions and you did so reject them in the manner and timeframe required. If you did reject effectively such a provision, you agreed that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief), including

Claims regarding the applicability of this Arbitration and Litigation Section or the validity of the entire Agreement or any prior Agreement, shall be resolved by binding arbitration.

The arbitration shall be conducted by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, [www.arb-forum.com](http://www.arb-forum.com), or P.O. Box 501 Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, administrative and hearing fees which you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for arbitration filing, administrative or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving inter-state commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitrated award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitation and shall honor any claims or privilege recognized by law. If a party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury and no Claim may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. This Arbitration and Litigation Section applies to all Claims now in existence or that may arise in the future.

This Arbitration and Litigation Section shall survive the termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you or sale of the debt by us.

For the purposes of this Arbitration and Litigation Section, "we" and "us" means MBNA America Bank, N.A., its parent subsidiaries, affiliates, licensees, predecessors, successors, assigns, and any purchaser of your account, and all of their officers, directors, employees, agents and assigns or any of all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us.

If any part of this Arbitration and Litigation Section is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this Arbitration and Litigation Section shall be enforceable without regard to its invalidity or unenforceability.

THE RESULT OF THIS ARBITRATION AGREEMENT IS FINAL EXCEPT AS PROVIDED ABOVE. CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD

HAVE BEEN TRIED BEFORE A JURY; AS CLASS ACTIONS OR AS PRIVATE ATTORNEY GENERAL ACTIONS.

## **CREDIT INSURANCE BENEFITS, LIMITATIONS, COSTS & EXCLUSIONS**

### **CONSUMER PROTECTION DISCLOSURES**

CREDIT INSURANCE IS: NOT A DEPOSIT; NOT FDIC-INSURED; NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY; AND NOT GUARANTEED BY THE BANK.

PURCHASE OF CREDIT INSURANCE IS NOT A CONDITION OF OBTAINING CREDIT. IF COVERAGE IS DESIRED, IT MAY BE PURCHASED ELSEWHERE.

Credit Insurance pays your minimum monthly payment\* up to your balance on the date of loss (not to exceed \$25,000, except disability in MN), until you return to work\*\* if you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Credit Insurance also pays your insured outstanding balance up to the least of your outstanding balance, your credit limit (not AL, AZ, AR, DE, DC, ID, IL, IA, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY), or \$25,000 if you die.

**Eligibility:** One insured per account (insured must be the primary cardholder or a co-applicant, authorized users are not eligible), under age 66 (70 in AZ, NV & VA; 71 in FL, GA, MI, MO & OK; 72 in NM). Your coverage ends at these same ages (except family leave in AZ, FL & SD & unemployment). When enrolled, certificates will be mailed explaining your coverage & effective date. In MN, unemployment coverage is effective 61 days from your certificate effective date. For unemployment or family leave benefits, you must be gainfully employed working at least 30 hrs/wk (not self-employed or an independent contractor) for 90 consecutive days before the date of loss (CO - before application date), (PA - on the date of loss), (TX - before coverage effective date for unemployment). Employees of professional corporations may be eligible.

**Coverages & Benefits:** Credit Insurance covers: your death; involuntary unemployment due to job loss, general strike, unionized labor dispute; or lockout; total disability due to sickness or injury if you are unable to perform the material & substantial duties of your job (or any job after 12 mos. in PA; 18 mos. in AL, AZ, AR, CA, DE, DC, GA, HI, ID, IL, IA, KS, LA, MD, MN, MS, NV, NJ, ND, OH, OK, RI, SD, TN, VT, WA, WV, WI & WY); your or your spouse's unpaid leave of absence from employment due to care of your newborn or newly adopted child or an incapacitated immediate family member (must be spouse, child, stepchild or parent in AK); mandatory recall to active military duty; jury duty (except in AK); or residence in a federally declared disaster area. Loss (not death) must continue at least 30 days before benefits begin. In NY, for strikes, unionized labor disputes & lockouts, you must be unemployed for 7 consecutive weeks & qualify for state unemployment benefits before benefits begin. A daily benefit is paid for each day of loss over 30 days for unemployment in NY & PA, and disability in CA, CT, GA, NY, MI, PA, RI & SC. You may cancel this coverage at any time. If canceled within the first 30 days of coverage, all premiums will be refunded.

**Exclusions:** Life: suicide in the first 6 months of coverage (not MD & MO). Involuntary Unemployment: retirement, resignation, voluntary forfeiture of income or job loss due to willful or criminal misconduct, disability, strikes in IL, military discharge in NY & normal seasonal unemployment in TX. Disability: normal pregnancy or childbirth (not CA, MA & NV), intentionally self-inflicted injuries (not MD), or a pre-existing medical condition during first 6 months of coverage (not NJ).

Family leave benefits are not paid if you are eligible for or receiving unemployment benefits or are disabled.

This is only a brief description of coverage, and coverages vary by state. Please refer to your certificates for a full explanation of coverage.

Costs per \$100 per Month of Average Daily Balance:

Costs apply to Life (L), Disability (D), Unemployment (U) & Family Leave (F): AL 54.5c; AK 78c; AZ 99.9c; AR 99c; CA 89.9c; CO 50.66c; CT 42.89c; DE 99.9c; DC 99.9c; FL 89c; GA 90.8c; HI 89.91c; ID 99.5c (L 8.6c, D 16.9c, U 54c, F 20c); IL 80.97c; IN 96c; IA 97.8c (L 7.2c, D 16.6c, U 54c, F 20c); KS 85.47c; KY 97.4c; LA 99.93c; ME 53.05c; MD 79.74c; MA 15.7c; MI 85.7c; MN 31.47c; MS 92.5c; MO 61.1c; MT 93.9c; NE 95.8c; NV 99.87c; NH 95c; NJ 97c; NM 58.9c; NY 52.5c (L 8.8c, D 26.8c, U 16.9c); NC 71.3c; ND 94.97c; OH 99.9c; OK 97.47c; OR 80.8c; PA 38.1c; PR 99c; RI 99.8c; SC 78.8c; SD 99.9c; TN 92.5c; TX 33.7c (L 4.8c, D 12.9c, U 16c); UT 90.44c; VT 34.92c (L 6.68c, D 12.24c, F 16c); VA 84c (L 6.1c, D 8.9c, U 49c, F 20c); WA 89.39c; WV 99.5c; WI 93.6c (L 5.7c, D 8.9c, U 59c, F 20c) & WY 99.7c.

Availability: Involuntary Unemployment is not available in MA or VT. Family Leave is not available in AL, CT, MA, MD, MN, NM, NY, PA, or TX.

Underwriting Companies/Policy: Involuntary

Unemployment: American Security/LOI(5/85), LOI NY(3/93), AS LOI TX(11/99), LOIC-IP-KS(2/96), LOIC-IP-CRS-ME(5/85) and LOIC-IP; Standard Guaranty/SG LOI (5/85) (NH only).

Life & Disability: Union Security Life/L-I-Z, L-S-G in AL, AZ, AR, DE, DC, ID, IL, IA, KS, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY; Standard Guaranty Life (TX only)/L-I-Z(8/92)(3.53RA), First Fortis Life (NY Life only)/NYLM0013

American Security (NY Disability only)/W-S-A, Fortis Insurance (ME only)/U-X-A. Family Leave: American Security/FLP (4/97), FLP-FL(12/97) in FL, FLP-NC (3/98) in NC, FLP-OK(4/97) in OK, FLP-VA(2/98) in VA, FL-IP(AZ)(7/98) in AZ, FL-IP(4/97) in IL & IN, FL-IP-KS (12/97) in KS, FL-IP-ME (4/99) in ME; FL-IP-WY(4/97) in WY; Standard Guaranty/FLP (4/97) in NH; Union Security Life/FLP-VT(4/97) in VT. Soliciting agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

The creditor may receive compensation in connection with this offer.

It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

\*Less past due and over credit limit amounts. In MI, coverage pays 5% of the balance on your date of disability up to \$1250. In OR, coverage pays the greater of 1/36th of the balance or the current minimum payment due on your date of loss. In NY & PA, coverage pays the minimum payment due on your date of loss. In TX, coverage pays the greater of 6% of your insured outstanding balance on your date of unemployment or your minimum monthly payment.

\*\*The number of monthly benefit payments will not exceed 9 for family leave; 12 for unemployment in AL, AK, CT, IL, MI, MN, MO, NM, NC, NY, PA, SC & TX; 12 for disability in AK, CO, CT, FL, KY, MA, MO, MT, NE, NH, NM, NC, OR, SC, UT & VA.

**NY, NJ & TX Residents Only:** To purchase coverages separately, write to Assurant Group, P. O. Box 50355, Atlanta, GA 30302. Applications will be sent to you.

2/9/01 MBNAULOI (MBNA - L/D/Uncapped LOI/FL)  
25000 DISC--101  
MBNA America® and GoldPlus® are federally registered service  
marks of MBNA America Bank, N.A.  
© 2000 MBNA America Bank, N.A.

AGMT90 (Revised 4/2001)

**EXHIBIT "B"**



NATIONAL  
ARBITRATION  
FORUM ®

MBNA America Bank, N.A.  
c/o Wolpoff & Abramson, L.L.P.  
Attorneys in the Practice of Debt Collection  
702 King Farm Blvd, Two Irvington Centre  
Rockville, MD 20850-5775

CLAIMANT(s),

AWARD

RE: MBNA America Bank, N.A. v Larry M Cusick  
File Number: FA0205000112735  
Claimant File Number: 5401262999341399

Larry M Cusick  
719 IDA ST  
Houtzdale, PA 16651-8547

RESPONDENT(s).

The undersigned Arbitrator in this case FINDS:

1. That no known conflict of interest exists.
2. That on or before 05/03/2002 the Parties entered into an agreement providing that this matter shall be resolved in accordance with the Forum Code of Procedure.
3. That the Claimant has filed a claim with the Forum and served it on the Respondent.
4. That the matter has proceeded in accord with the applicable Forum Code of Procedure.
5. The Parties have had the opportunity to present all evidence and information to the Arbitrator.
6. That the Arbitrator has reviewed all evidence and information submitted in this case.
7. That the information and evidence submitted supports the issuance of an Award as stated.

Therefore, the Arbitrator ISSUES:

An Award in favor of the Claimant, for a total amount of \$7,507.33.

Entered in the State of Pennsylvania

*LeRoy W. Nelson, P.A.*

LeRoy W. Nelson, Esq.  
Arbitrator

Date: 08/21/2002

ACKNOWLEDGEMENT

This Award was duly entered and delivered to the parties on this date.

*D. Harold Kalina*

Honorable Harold Kalina

Director of Arbitration

08/21/2002

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

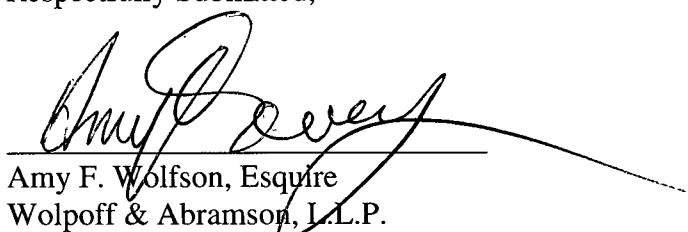
MBNA AMERICA BANK, N.A. : No. 03-835  
Plaintiff :  
: vs.  
: :  
LARRY M. CUSICK :  
Defendant :  
:

**Praecipe to Settle, Discontinue and End**

To The Prothonotary:

Please mark the above captioned action settled, satisfied and discontinued as we have received a settlement payment for this account.

Respectfully Submitted,

  
Amy F. Wolfson, Esquire  
Wolpoff & Abramson, L.L.P.  
267 Market Street  
York, PA 17403  
(717) 846-1252  
ID No.# 87062

**FILED**

APR 01 2004

William A. Shaw  
Prothonotary

**FILED**

*M 1130 am 2004 1 Court of Appeal*

APR 01 2004

*SKD*

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**MBNA America Bank**

vs.  
**Larry Cusick**

**No. 2003-00835-CD**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 1, 2004, marked:

Discontinued, Settled and Ended.

Record costs in the sum of \$149.88 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 1st day of April A.D. 2004.

William A. Shaw, Prothonotary

\*\*\* ACTIVITY REPORT \*\*\*

Apr. 1 '04 1:28

TX.	TOTAL	PAGES	006847
RX.	TOTAL	PAGES	002584
PRINT	TOTAL	PAGES	006006

No.	DATE	START	TIME	PARTNER	MODE		PAGE	RESULT
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2	Mar.31	14:27	4'21	1	G3	07	OK	
3	Mar.31	14:32	5'04	814 355 8686	G3	07	E-32	
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					G3	07	OK	
Rx.								
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