# **Personal Identity Theft**

# **Guide to Benefit**

#### Personal Identity Theft

This Guide to Benefit describes the benefit in effect as Covered costs under the Personal Identity Theft • Reasonable and necessary cost of travel within the of the date your financial institution elected this benefit are: coverage. This benefit and description supersedes any prior benefit and description you may have filing applications for loans, grants, or other credit or received earlier. Please read and retain for your debt instruments that are rejected solely because records.

Your eligibility is determined by the date your financial institution enrolled your account in the benefit.

#### What is the Personal Identity Theft benefit?

The Personal Identity Theft benefit offers reimbursement for covered expenses you incur to restore your identity. It also offers reimbursement for covered expenses your Family Members incur to restore their identity. The maximum reimbursement pavable as a result of a Covered Stolen Identity Event is \$10,000.

#### Who is eligible for this benefit?

To be eligible for this benefit, you must be a valid accountholder, or the Family Member of an accountholder who lives with the accountholder, and reside in the United States or Canada. Family Member means your spouse, dependent children under the age of twenty-five (25), and your parents, who permanently live in the same residence as you at the time of the Covered Stolen Identity Event.

## What is a Covered Stolen Identity Event?

"Covered Stolen Identity Event" means the theft or unauthorized or illegal use of your name, Social Security number, or any other method of identifying For Family Members, it vou, the accountholder. means the theft or unauthorized or illegal use of the Family member's name, Social Security number, or any method of identifying the Family Member.

#### What is covered?

· Costs you or your Family Members incur for rethe lender received incorrect information as a result . Reasonable and necessary costs for elder care, of a Covered Stolen Identity Event.

documents, long distance telephone calls, and postage reasonably incurred as a result of your Covered Stolen Identity Event. or your Family's efforts to report a Covered Stolen Identity Event or to amend or rectify records as to What is not covered? vour or vour Family Members' true name or identity as a result of a Covered Stolen Identity Event.

• Reasonable and necessary costs incurred by you or by you or your Family Member. vour Family Member for ordering medical records • Any damages, loss, or indemnification unless for the purpose of amending and/or rectifying these documents as a direct result of a Covered Stolen . Costs associated with any legal action or suit other Identity Event.

• Costs incurred by you or your Family Member for a • Sick days and any time taken from self-employment. maximum of six (6) credit reports, requested as • Any costs as a result of theft or unauthorized use of a result of a Covered Stolen Identity Event, from any entity approved by the Benefit Administrator.

· Actual lost wages for time taken away from your work premises solely as a result of your efforts to amend or rectify records as to your or your Family Member's true name or identity as a No. Your financial institution provides this benefit to result of a Covered Stolen Identity Event.

 Costs for reasonable fees for an attorney appointed by the Benefit Administrator and related court fees you incur with the consent of the Benefit Administrator for: (1) suits brought against you or your Family Member by a creditor or collection agency or similar entity acting on behalf of a creditor for nonpayment of goods or services or default on a loan, (2) removing any civil judgments wrongfully entered against you or your Family Member, (3) defending criminal charges brought against you or your Family Member, provided, it has been established that the covered individual was not

in fact the perpetrator; as a result of a Covered Stolen Identity Event.

United States incurred as a result of your efforts to amend or rectify records as to your or your Family Member's true name or identity as a result of a Covered Stolen Identity Event.

spouse care, or child care incurred as a result of your • Costs for notarizing affidavits or other similar efforts to amend or rectify records as to your or your Family Member's true name or identity as a result of a

Any dishonest, criminal, malicious, or fraudulent acts

otherwise stated in this disclosure.

than those set forth under Covered costs.

an account by a person to whom the account has been entrusted.

#### Is there a charge for these services?

you at no additional cost.

### When and where does this benefit apply?

Payment for Covered costs will be limited to costs incurred in the United States, its territories and possessions, Puerto Rico, or Canada for a loss occurring during the benefit period.

# How do I file a claim?

Call our Benefit Administrator, toll-free, at (877) 610 -7889 immediately when you reasonably believe a Covered Stolen Identity Event has occurred and provide information including, but not limited to how, when, and where the Covered Stolen Identity Event intentional concealment, or misrepresentation of occurred, as well as who was impacted.

The Benefit Administrator may also require other Once you report a Covered Stolen Identity Event, a reasonable information or documents regarding the claim file will be opened and shall remain open for six loss.

# claim?

A signed, sworn proof of loss or affidavit containing the information requested by the Benefit Administrator After the Benefit Administrator has paid your claim of must be submitted within ninety (90) days of discovery loss or damage, all your rights and remedies against of the Covered Stolen Identity Event.

# How will I be reimbursed?

Once your claim has been verified, under normal circumstances, reimbursement will be initiated within five (5) business days of receipt and approval of all No legal action for a claim may be brought until sixty required documents.

# Do I have to do anything else?

 If you reasonably believe that a law may have been broken, a report must promptly be filed with the police. You and your Family Members must take all reasonable steps to mitigate possible costs.

# Additional Provisions for Personal Identity Theft:

This benefit applies to you, an eligible account holder. This benefit also provides coverage for your Family Members. You and your Family Members must use due diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the benefit.

If you make any claim knowing it to be false or thirty (30) days in advance. This information is addition, this benefit may be canceled. Each an accountholder. accountholder agrees that representations regarding relevant provisions shall be void in any case of fraud, material fact.

(6) months from the date of the Covered Stolen Identity Event. No payment will be made on a claim What documents need to be submitted with my that is not completely substantiated in the manner required by the Benefit Administrator within six (6) months of the Covered Stolen Identity Event.

> any party in respect of this loss or damage will be transferred to the Benefit Administrator to the extent of the payment made to you. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.

> (60) days after we receive a Proof of Loss. No legal action against us may be brought more than three (3) years after the time for giving Proof of Loss. Further, no legal action may be brought against us unless all the terms of this Guide to Benefit have been complied with fully.

> This benefit is provided to eligible accountholders at no additional cost and is in effect for acts occurring while the benefit is in effect. The terms and conditions contained in this Guide to Benefit may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefit mailings, statement inserts, or statement messages. The benefit described in this Guide to Benefit will not apply to accountholders whose accounts have been suspended or canceled.

> Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew this benefit, and if they do, they will notify you at least

fraudulent, no coverage shall exist for such claim. In a description of the benefit provided to you as

claims will be accurate and complete. Any and all For general guestions regarding this benefit, call the Benefit Administrator at (877) 610 – 7889.

> Services and benefits are insured under a policy from Plateau Casualty Insurance Company, 2701 North Main Street, Crossville, TN.

# **Guide to Benefit**

## **Cellular Telephone Protection**

This Guide to Benefit describes the benefit in effect as of the date your financial institution elected this coverage. This benefit and description supersedes any prior benefit and description you may have received earlier. Please read and retain for your records.

Your eligibility is determined by the date your financial institution enrolled your account in the benefit.

### What is Cellular Telephone Protection?

Subject to the terms and conditions provided in this Guide to Benefit, Cellular Telephone Protection will reimburse the enrolled accountholder (the "Accountholder", also referred to as "You" or "Your") for damage to or theft of eligible Cellular Wireless Telephones. Eligible Cellular Wireless Telephones are the primary line and up to the first two secondary, additional, or supplemental lines as listed on Your cellular provider's monthly billing statement for the billing cycle preceding the month in which the theft or damage occurred. Cellular Telephone Protection is subject to a fifty-dollar (\$50.00) deductible per claim and a maximum of two (2) claims per twelve (12) month period. The maximum benefit limit is \$300.00 per claim and \$600.00 per twelve (12) month period.

## Who is eligible for this protection?

To be eligible for Cellular Telephone Protection, You must be an accountholder of an eligible U.S.-based financial institution enrolled in the Cellular Telephone Protection benefit and pay Your monthly Cellular Wireless Telephone bills with Your eligible account. Only Cellular Wireless Telephones purchased by the Accountholder will be covered.

Following the benefit effective date set forth above, Your Cellular Telephone Protection begins the first day of the calendar month following the payment of the Cellular Wireless Telephone bill using an eligible account. If the Accountholder fails to make a Cellular Wireless Telephone bill payment for a particular month, the Cellular Telephone Protection is suspended. Provided the Cellular Telephone Protection continues to be offered, the benefit will resume on the first day of the calendar month following the date of any future Cellular Wireless Telephone bill payment with the eligible account.

## What type of protection is this?

Cellular Telephone Protection is supplemental to, and excess of, valid and collectible insurance or indemnity (including, but not limited to, Cellular Wireless Telephone insurance programs, homeowner's, renter's, automobile, or employer's insurance policies). After all insurance or indemnity has been exhausted, Cellular Telephone Protection will cover the damage or theft up to \$300.00 per claim, subject the terms, conditions, exclusions, and limits of liability of this benefit as well as the fifty-dollar (\$50.00) deductible. The maximum limit of liability is \$300.00 per claim occurrence, and \$600.00 per twelve (12) month period.

You will receive no more than the purchase price less Your fifty-dollar (\$50.00) deductible as recorded on Your submitted receipt.

#### What is not covered?

• Cellular Wireless Telephone accessories other than standard battery and/or standard antenna provided by the manufacturer.

• Cellular Wireless Telephones purchased for resale, professional, or commercial use.

• Cellular Wireless Telephones that are lost or "mysteriously disappear." "Mysterious disappearance" means the vanishing of an item in an unexplained manner where there is absence of evidence of a wrongful act by a person or persons.

• Cellular Wireless Telephones under the care and control of a common carrier (including, but not limited to, U.S. Postal Service, airplanes, or delivery service).

• Cellular Wireless Telephones stolen from baggage unless hand-carried and under Your personal supervision, or under the supervision of Your traveling companion who is previously known to You.

• Cellular Wireless Telephones stolen from a construction site.

• Cellular Wireless Telephones which have been rented, borrowed or Cellular Wireless Telephones that are received as part of a pre-paid plan or "pay as you go" type plans.

• Cosmetic damage to the Cellular Wireless Telephone or damage that does not impact the Cellular Wireless Telephone's ability to make or receive phone calls.

• Damage or theft resulting from abuse, intentional acts, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion, or insurrection), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects or vermin.

• Damage or theft resulting from misdelivery or voluntary parting with the Cellular Wireless Telephone.

• Replacement Cellular Wireless Telephone not purchased from a cellular service provider's retail or Internet store (or authorized reseller).

• Taxes, delivery and transportation charges, and any fees associated with the cellular service provider.

# Do I need to keep copies of receipts or any other records?

Yes. If You want to file a claim, You will need copies of Your account statement reflecting monthly Cellular Wireless Telephone bill payments during the time of the damage or theft and Your store receipt for purchase of Your new Cellular Wireless Telephone.

# How do I file a claim?

Call the Benefit Administrator at **(877) 610 - 7889** within sixty (60) days of damage or theft. Please note: If You do not give such notice within sixty (60) days after the damage or theft Your claim may be denied.

The Benefit Administrator representative will ask You for some preliminary claim information and send You the appropriate claim form. This claim form must be completed, signed, and returned with all the requested documentation within ninety (90) days from the date of damage or theft of the eligible Cellular Wireless Telephone or Your claim may be denied.

#### What do I need to submit with my claim?

· Your completed and signed claim form.

· Copies of Your account statement reflecting the entire monthly Cellular Wireless Telephone payments for the month preceding the date of damage or theft.

· A copy of Your Cellular Wireless service provider billing statement that reflects that the Cellular Wireless account was in good standing at the time of damage or theft.

 A copy of the original Cellular Wireless Telephone purchase receipt or other sufficient proof, as determined in the Benefit Administrator's sole discretion, of the Cellular Wireless Telephone model currently linked to Your Cellular Wireless Telephone account.

 If the claim is due to theft or criminal action, a copy of the police report filed within forty-eight (48) hours of the occurrence.

 If the claim is due to damage, a copy of an insurance claim or other report as the Benefit Administrator, in its sole discretion, deems necessary to determine eligibility for coverage. In addition, the Benefit Administrator may, in its sole discretion, require (a) an itemized estimate of repair from an authorized Cellular Wireless Telephone repair facility; or (b) the Accountholder to submit the Cellular Wireless Telephone to the Benefit Administrator to evaluate the damage; or (c) an itemized store receipt for the replacement Cellular Wireless Telephone showing the purchase was made at a Cellular Wireless service provider's retail or Internet store (for example: Verizon Wireless, AT&T, Sprint, etc.).

• If the claim amount is less than Your personal homeowner's, renter's, or automobile insurance deductible, a copy of Your insurance policy personal declaration page is sufficient for Your claim. If the claim amount is greater than Your personal homeowner's, renter's, or automobile insurance deductible. You are required to file a claim with Your applicable insurance company and to submit a copy of any claims settlement from Your insurance company along with Your claim form.

 Documentation (if available) of any other settlement of the claim.

 Any other documentation deemed necessary, in the Benefit Administrator's sole discretion, to substantiate Your claim. All claims must be fully substantiated as to the time, place, cause, and purchase price of the Cellular Wireless Telephone.

#### How will I be reimbursed?

Depending on the nature and circumstances of the damage or theft, the Benefit Administrator, at its sole discretion, may choose to repair or replace the Cellular Wireless Telephone or reimburse the Accountholder for the lesser of a) \$300.00 excess of the fifty-dollar (\$50.00) deductible; or b) the current suggested retail price of a replacement Cellular Wireless Telephone of like kind and quality, excluding taxes, delivery and transportation charges, and any fees associated with the Cellular Wireless Telephone service provider, less the fifty-dollar (\$50.00) deductible.

Please note: Cellular Telephone Protection is subject to This benefit is provided to eligible Accountholders at no a maximum of two (2) claim occurrences per twelve (12) period. Under normal circumstances. month reimbursement will take place within ten (10) business days of receipt and approval of claim form and all required documents.

Additional Provisions for Cellular Telephone Protection: This protection provides benefits only to You, an eligible Accountholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to the Cellular Wireless Telephone from damage or theft. This provision will not be applied unreasonably to avoid claims.

If You make any claim knowing it to be false or Termination dates may vary by financial institution. Your fraudulent in any respect including, but not limited to, the cost of repair services, no coverage shall exist for such claim and the Cellular Telephone Protection benefit may be canceled. Each Accountholder agrees that You as an Accountholder. representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.

Once You report an occurrence of damage or theft, a claim file will be opened and shall remain open for six (6) months from the date of the damage or theft.

No payment will be made on a claim that is not completely substantiated in the manner required by the Benefit Administrator within six (6) months of the date of damage or theft.

After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of payment made to You. You must give all assistance as may be reasonably necessary to secure all rights and remedies.

No legal action for a claim may be brought against Us until sixty (60) days after the Benefit Administrator receives all necessary documentation needed to substantiate damage or theft. After the expiration of three (3) years from the time written Proof of Loss was to be provided, no action shall be brought to recover on this benefit. Further, no legal action may be brought against Us unless the terms and conditions of this Guide to Benefit have been complied with fully.

additional cost. The terms and conditions contained in this Guide to Benefit may be modified by subsequent endorsements.

Modifications to the terms and conditions may be provided via additional Guide to Benefit mailings, statement inserts, or statement messages. The benefit described in this Guide to Benefit will not apply to Accountholders whose accounts have been suspended or canceled. The Cellular Telephone Protection described in this Guide to Benefit will not apply to Accountholders whose applicable account(s) are closed, delinguent, or otherwise in default.

financial institution can cancel or non-renew the benefit, and if they do, they will notify You at least thirty (30) days in advance. This information describes the benefit provided to

For general questions regarding this benefit, call the Benefit Administrator at (877) 610 – 7889.

Services and benefits are insured under a policy from Plateau Casualty Insurance Company, 2701 North Main Street, Crossville, TN.