



Description of Benefits for Family-IDprotect

IMPORTANT: FAMILY-IDPROTECT IS PROVIDED TO YOU AT NO COST AS A MEMBER BENEFIT FOR PURCHASING AN EXTENDED SERVICE CONTRACT, GAP COVERAGE OR OTHER VALUE-ADDED PRODUCT FROM A SPONSORING MERCHANT OR LENDER. IN THE EVENT YOU CANCEL YOUR VALUE ADDED PRODUCT THIS IDENTITY THEFT COVERAGE WILL CEASE IMMEDIATELY.

The benefits included in the **Family-IDprotect** program are:

- Fully managed resolution through a professionally trained and certified recovery advocate at Merchants Information Solutions, Inc.
- Family Plan: **Family Member** shall mean spouse or domestic partner or the primary Member, includes dependents under the age of 25 who have the same permanent address. Any handicapped adult living in the same household who requires assistance from the family to manage their affairs, and parents (mother or father) of the Member who have the same permanent address as the Member, or who are registered in a senior assisted living facility, skilled nursing home, hospice, or who have been deceased for twelve months or less.
- Up to \$5,000 in reimbursed expenses that may be incurred while recovering from identity theft, including reimbursement of lost wages of up to \$500 per week for up to four weeks (see attached Lyndon Southern Insurance Company evidence of coverage for details).

Complete Management of Your Identity Recovery Case

If, for any reason, you are a victim of identity theft within the term of the program, a professional Identity Theft Recovery Advocate (Recovery Advocate) at Merchants will manage your recovery process to help restore your name and credit to pre-event status. They will handle the follow-up, paperwork, and phone calls, so you don't have to. Once you report an identity theft, the following actions will be taken to manage your recovery:

1. You will be assigned your own Recovery Advocate from Merchants Information Solutions. Your Recovery Advocate will document your case and perform the necessary actions to recover your name and credit history.
2. Your Recovery Advocate will immediately send you a Recovery Kit, with a limited power of attorney form, and instructions for immediate action, provided to you by email, fax, or overnight delivery.
3. Once you return the forms in the Recovery Kit, your Recovery Advocate will perform the following actions:
 - o Place fraud alerts at the three major credit bureaus for you.
 - o Provide you with copies of credit reports from all three credit bureaus and review the reports with you to identify fraudulent activity.
 - o Assist you in completing the official identity theft affidavit from the FTC to establish your rights as a victim.
 - o Contact the Social Security Administration, US Postal Service, Department of Motor Vehicles, among others, to reverse any wrongful information, transactions, or misuse of official documentation as applicable to your case.
 - o Research and document any fraudulent transactions, false accounts, or contracts signed with creditors, banks, utility companies, leasing agents, medical facilities, etc., and follow up to make sure all wrongful activity is removed from your credit file.
 - o Work with local and federal law enforcement to try to stop the criminal(s) that are misusing your name.
4. At the close of your case, your Recovery Advocate will provide confirmation of your return to pre-identity theft status.
5. Your Recovery Advocate will provide post-recovery follow-up for 12 months.

Terms and Conditions - One Year Membership

Please read the terms and conditions carefully.

What is an Identity Theft Event? An identity theft event is the theft of your personal identification, Social Security number, or other method of identifying you, including any personal information not generally available to the public, which has resulted or could reasonably be said to result, in the wrongful use of such information, including, but not limited to, stolen identity events occurring on or arising out of your use of the Internet.

Who Provides Benefits? Recovery Services are provided by Merchants Information Solutions, Inc., which screens and hires all of the Recovery Advocates, who serve in the ID Theft Recovery Unit.

When Do Your Benefits Start? Your benefits begin upon being enrolled by a sponsoring merchant or lender in the Family-IDprotect membership.

When Do Your Benefits End? Your benefits will end one year from the date of Your membership enrollment, unless they are extended or upgraded to another program, the month after termination of the program or if you cancel your value-added product purchased from our sponsoring merchant or lender.

Eligibility for Benefits is Subject to the Following Conditions

1. Recovery services described in this offer are provided by Merchants Information Solutions, Inc. (MIS) to a named individual. Businesses are not eligible for benefits.
2. Eligibility for recovery services is based on identity theft events that are discovered, and reported to MIS during the eligibility period, which begins on the effective date shown on your Declarations Page and will end one year later, unless extended or upgraded to another program, or if you cancel your value-added product as described above. A person who has knowledge of an identity theft event prior to the effective date of this membership is not eligible for recovery services under this program. Individuals who are already coping with a known identity theft event may call Merchants Information Solutions Customer Service to receive a quote on recovery for their situation.
3. Programs specifically include Individuals and/or qualifying family members. A qualifying family member shall mean the Primary Members spouse or domestic partner, the Members dependents under the age of 25 who have the same permanent address as the Member, any handicapped adult living in the same household with the Member who requires assistance from the family to manage their affairs, and parents (mother or father) of the Member who have the same permanent address as the Member, or who are registered in a senior assisted living facility, skilled nursing home, hospice, or who have been deceased for twelve months or less.
4. Services are available only in the United States.
5. Under the Family-IDprotect program, Merchants Information Solutions does not provide credit counseling or repair to credit that legitimately belongs to the Program Member.
6. The successful completion of the recovery services described herein depends on the cooperation of the member. MIS reserves the right to refuse or terminate services if it is deemed that the Program Member is committing fraud or other illegal acts, making untrue statements, or failing to perform his/her portion of the recovery program. MIS will not refuse or terminate services based solely on the complexity of the case.

To Claim Benefits Call:

**Merchants Information Solutions, Inc.
Customer Service
602.744.3828 or 1.866.SMART68 (1.866.762.7868)**

DEFINITIONS: Throughout this document, “You” and “Your” refer to the person, or his family member, who is a member in good standing in **Family-IDprotect** as defined by the terms and conditions for **Family-IDprotect**. Membership must not have expired or been canceled by You or **Family-IDprotect**. “We”, “Us”, and “LSIC” refer to Lyndon Southern Insurance Company. In addition, when in bold certain words and phrases are defined as follows:

- **Administrator** means **Source International, Inc.** You may contact them if you have questions regarding this coverage or would like to make a claim. They can be reached by phone at **(800) 867-2216**, or by fax at (904) 215-8017, or by mail, 2301 Park Avenue, Suite 402, Orange Park, FL 32073.
- **Coverage Period** means the period starting on the **Membership Effective Date**. Coverage will continue for as long as You are a member in good standing. (This standing is defined by the terms and conditions for **Family-IDprotect** program.) Coverage will stop if You or **Family-IDprotect** cancels Your membership in **Family-IDprotect**.
- **Domestic Partner** means an unmarried person in an intimate, committed relationship of mutual caring. They must share responsibility for basic living expenses with You. They must be at least eighteen (18) years old and not currently married and/or committed to another person.
- **Evidence of Coverage (EOC)** means this document. It describes the terms, conditions, and exclusions. The **EOC** is the entire agreement between You and Us. Representations or promises made by anyone that are not contained in this **EOC** are not a part of Your coverage.
- **Family Member** shall mean spouse or domestic partner or the primary Member, includes dependents under the age of 25 who have the same permanent address. Any handicapped adult living in the same household who requires assistance from the family to manage their affairs, and parents (mother or father) of the Member who have the same permanent address as the Member, or who are registered in a senior assisted living facility, skilled nursing home, hospice, or who have been deceased for twelve months or less.
- **Identity Theft** means the use of Your name, address, Social Security number (SSN), bank or credit card account number, or other identifying information without Your knowledge to commit fraud or other crimes.
- **Identity Theft Expenses** mean the following:
 - 1) **Legal Expenses:** Reasonable and necessary attorney fees or court costs associated with defending any suit brought against You by merchants, financial institutions or other credit grantors, or their collection agencies, or the removal of any criminal or civil judgment wrongly entered against You as a result of **Identity Theft**;
 - 2) **Lost Wages:** Actual U.S. wages or salary You lose as a direct result of time off work taken by You to report or address the effects of **Identity Theft**;
 - 3) **Miscellaneous:** Loan applications fees, long distance telephone costs, mailing and postage costs, costs of having affidavits or other documents notarized. Costs to purchase up to four (4) credit reports from any of the three major credit bureaus (Experian, Equifax, or TransUnion). The credit reports may be purchased only after the Identity Theft has occurred and for the purpose of correcting inaccuracies that occur as a result of **Identity Theft**.
- **Membership Effective Date** means the date You are enrolled by the Participating Organization.

COVERAGE AGREEMENT: We will reimburse You or a **Family Member** for **Identity Theft Expenses** You incur as a result of an **Identity Theft** incident that occurs or was first known to You during the **Coverage Period**. Coverage is secondary to any other applicable insurance or coverage available to You. This **EOC** is not transferable to another person or entity.

LIMITATIONS: Coverage is limited to Your actual **Identity Theft Expenses**, not to exceed a total of \$5,000. Coverage is further limited to

- \$500.00 per week, for up to 4 weeks of Lost Wages.
- There is a limit of one (1) **Identity Theft** incident per twelve (12) month period.

EXCLUSIONS: Coverage does not apply to:

- Any **Identity Theft Expense** not listed in “DEFINITIONS”;
- Any act of theft, deceit, collusion, dishonesty or criminal act by You or any person acting in concert with You, or by any authorized representative of You, whether acting alone or in collusion with You or others;
- Damages or losses arising from the theft or unauthorized or illegal use of Your business name, d/b/a/ or any other method of identifying Your business activity;
- Any lost wages due to sickness or emotional breakdown;
- Damages or losses of any type for which the credit card company, bank, creditor, etc. is legally liable;
- **Identity Theft Expenses** that were incurred or commenced from a known **Identity Theft** incident that occurred prior to the **Coverage Period**;
- Damages or losses of any type resulting from fraudulent charges or withdrawal of cash from a debit or credit card or financial/bank/investment account;
- Any incident involving a loss or potential loss not notified to the relevant police authority within seventy-two (72) hours from the date You had knowledge of the loss;
- Fees or costs associated with the use of any investigative agencies or private investigators.
- **Identity Theft** caused by a family member.

WHAT TO DO IF YOU ARE A VICTIM OF IDENTITY THEFT

- Contact **Merchant Information Solutions, Inc.**, 866-762-7868 or 602.744.3828, for assistance upon discovery of Your **Identity Theft** problem.
- Notify the Administrator within thirty (30) days of discovery of Your **Identity Theft** problem.
- Notify the police in Your local jurisdiction within seventy-two (72) hours from the date You had knowledge of the **Identity Theft** loss. Obtain a copy of the police report.

HOW TO FILE A CLAIM

To file a claim, You or a **Family Member** must contact the **Administrator** by phone at (800) 867-2216 or by fax at (904) 215-8017 within thirty (30) days of the date of the **Identity Theft**. Otherwise, the claim may be denied. A claim form will be sent to You. The fully completed claim form must be returned to the **Administrator** at 2301 Park Avenue, Suite 402, Orange Park, Florida 332073-5568 with:

1. Completed and signed claim form.
2. Proof that a fraud alert was placed with each major credit bureau (Experian, Equifax, TransUnion, etc.) immediately after discovery of **Identity Theft**;
3. Copy of the complaint filed with the Federal Trade Commission (FTC);
4. Copy of settlement reached by each party (creditors, collection agency, banks, etc.) involved with Your **Identity Theft** incident;
5. Copy of a police report from Your local jurisdiction;
6. Copy of all receipts, bills or other records that support the **Identity Theft Expenses** incurred by You;
7. Any other documentation that may be reasonably requested to validate a claim.

All these required items, including the claim form, must be postmarked within sixty (60) days of the date of the loss. Otherwise, the claim may be denied.

GENERAL PROVISIONS: Coverage is provided under a Group Policy issued by Lyndon Southern Insurance Company. This **EOC** is a summary of benefits provided to You.

- **Cancellation and Non-Renewal. Family-IDprotect** or Lyndon Southern Insurance Company can cancel, or choose not to renew this coverage upon the expiration of coverage. If Family-IDprotect or Lyndon Southern Insurance Company cancel, the Administrator will notify You at least sixty (60) days in advance of cancellation. Such notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by the same insurer. If this coverage expires, You may renew by contacting the Administrator at (800) 867-2216. If the Group Policy for this **EOC** is canceled or non-renewed by either Family-IDprotect or Lyndon Southern Insurance Company, the coverage benefits will continue to be in force for the period for which premium has already been paid to Lyndon Southern Insurance Company.
- **Claims.** Benefits payable under this **EOC** for any **Identity Theft Expenses** will be paid upon receipt of due proof of the **Identity Theft**, and all required information necessary to support the claim.
- **Misrepresentation and Fraud.** Coverage for You [or a **Family Member**] may be cancelled if You or a **Family Member** have concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof, or the interest of You or a **Family Member** therein. Coverage may also be cancelled if You or a **Family Member** commits fraud or false swearing in connection with any of the above.
- **Other Insurance.** Coverage is secondary to any other applicable insurance or indemnity available to You or a **Family Member**. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.
- **Legal Actions.** No action at law or in equity shall be brought to recover under this **EOC** prior to the expiration of sixty (60) days after proof of the **Identity Theft** has been furnished in accordance with the requirements of this coverage.
- **Subrogation.** If payment is made under this **EOC**, We are entitled to recover such amounts from other parties or persons. You must transfer to Us Your rights to recovery against any other party or person. You must also do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from You.
- **Dispute Resolution. Family-IDprotect** benefits are subject to the terms and conditions outlined and include certain restrictions, limitations, and exclusions. In the event of any conflict between the **EOC** and the Group Policy, the Group Policy will govern. The Group Policy is on file at the offices of the **Administrator**. The **EOC** shall be interpreted and enforced according to the laws of the state of Delaware.
- **For Montana Residents:** The following statement has been added: The provisions of this **EOC** conform to the minimum requirements of the Montana law and control over any conflicting statutes of any state in which You reside in, on or after the effective date of this coverage.