

# Personal Identity Theft

For TruMark Financial Business Cash Back Visa® cardholders

Your Guide to Benefit describes the benefit in effect as of 5/9/22. Benefit information in this guide replaces any prior benefit information You may have received. Please read and retain for Your records. Your eligibility is determined by TruMark Financial Credit Union.

## Personal Identity Theft

Having Your identity stolen can negatively impact Your life and have long lasting consequences if not dealt with properly. Fortunately, Personal Identity Theft is there to help by providing reimbursement for covered expenses incurred if You are the victim of identity theft.

### What is Personal Identity Theft and when does it apply?

Personal Identity Theft provides reimbursement up to five thousand dollars (\$5,000) for covered expenses You incur to restore Your identity as a result of a Covered Stolen Identity Event.

You are eligible for this benefit if You are a cardholder whose name is embossed on an eligible U.S. issued card, and You reside in the United States or Canada.

### What is covered?

This benefit will provide reimbursement for the following:

- Costs to re-file applications for loans, grants, or other credit or debt instruments that were originally rejected by the lender solely on the basis of incorrect information the lender received as a result of a Covered Stolen Identity Event
- Costs to report a Covered Stolen Identity Event or to amend or correct records with Your true name or identity as a result of a Covered Stolen Identity Event: including costs incurred for notarizing affidavits or other similar documents, costs for long-distance telephone calls, and costs for postage
- Costs for maximum of four (4) credit reports requested as a result of a Covered Stolen Identity Event from any entity approved by the Benefits Administrator
- Actual lost wages for Your time away from Your work premises solely as part of Your efforts to amend or rectify records as to Your true name or identity as a result of a Covered Stolen Identity Event

- Reasonable fees for an attorney appointed by the Benefits Administrator and related court fees approved by the Benefits Administrator for suits brought against You 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 as a result of a Covered Stolen Identity Event
- Payment for covered costs will be limited to costs incurred in the United States, its territories and possessions, Puerto Rico, or Canada

### What is not covered?

This benefit will not provide reimbursement for the following:

- Any dishonest, criminal, malicious, or fraudulent acts by You
- Any damages, loss, or indemnification unless otherwise stated in this Guide to Benefit
- Costs associated with any legal action or suit other than those set forth in this Guide to Benefit
- Sick days and any time taken from self-employment
- Any costs as a result of theft or unauthorized use of an account by a person to whom the account has been entrusted

### How to file a Personal Identity Theft claim

1. As soon as You have reason to believe a Covered Stolen Identity Event has occurred, immediately call the Benefit Administrator, toll-free, at **1-866-679-5660**, or **call collect outside the U.S. at 1-303-967-1096** and provide information including, but not limited to, how, when, and where the Covered Stolen Identity Event occurred. The Benefit Administrator may also require other reasonable information or documents regarding the event.
2. A signed, sworn proof of loss or affidavit containing the information requested by the Benefit Administrator must be submitted within sixty (60) days.

**If You reasonably believe that a law may have been broken, You must promptly file a report with the police. You must take all reasonable steps to mitigate possible costs, including cancellation of any affected debit, credit or similar card in the case of a Covered Stolen Identity Event.**

*For faster filing, or to learn more about Personal Identity Theft, visit [www.cardbenefitservices.com](http://www.cardbenefitservices.com)*

### Definitions

*Covered Stolen Identity Event* means theft or unauthorized or illegal use of Your name, account number, Social Security number, or any other method of identifying You.

*Eligible Person* means a cardholder whose name is embossed on an eligible U.S. issued card, and You reside in the United States or Canada.

*You or Your* means an Eligible Person whose name is embossed on an eligible U.S. issued card, and You reside in the United States or Canada.

### Additional provisions for Personal Identity Theft

- You shall do all things reasonable to avoid or diminish any loss covered by this benefit. This provision will not be unreasonably applied to avoid claims.
- If You make any claim knowing it to be false or fraudulent in any respect, no coverage shall exist for such claim, and Your benefit may be cancelled. Each cardholder agrees that 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.
- No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.
- This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, statement messages or electronic notification. The benefits described in this Guide will not apply to cardholders whose accounts have been suspended or cancelled.
- Termination dates may vary by financial institutions. TruMark Financial Credit Union can cancel or non-renew the benefits for cardholders, and if they do, they will notify You at least thirty (30) days in advance. Indemnity Insurance Company of North America ("Provider") is the underwriter of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.
- 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 the payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.
- This benefit does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the provision of insurance, including, but not limited to, the payment of claims

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For more information about the benefit described in this guide, call the Benefit Administrator at 1-866-679-5660, or call collect outside the U.S. at 1-303-967-1096.