



Membership Number: \_\_\_\_\_

## VALUE PROTECTION PACKAGE MEMBERSHIP AGREEMENT

### DECLARATIONS PAGE

This **Membership** Plan lasts for up to three (3) Years from the **Agreement** Date. During the **Membership Term**, **You**, the **Member**, are entitled to the benefits listed below, subject to the terms and conditions outlined herein.

As a **Member** you will have access to the following Services and Benefits:

Automobile Theft Replacement Benefit

Collision Discount

Appearance Protection

Key Remote Replacement

Dent Protection

Identity Theft Protection

SECTION 1 - VEHICLE INFORMATION					
Year	Make	Model	New <input type="checkbox"/>	Used <input type="checkbox"/>	Agreement Date
Vehicle Identification Number (VIN)			Current Mileage	Vehicle Purchase Price	

SECTION 2 - MEMBER INFORMATION			
Last Name		First Name	
Address		City	State      Zip Code
Email Address		Cell Phone	Home Phone

SECTION 3 - MEMBERSHIP PROVIDER INFORMATION			
Name			
Address		City	State      Zip Code

For **All Claims** Please Call:  
(877) 902-8790

**PRIOR AUTHORIZATION IS REQUIRED FOR REPAIR OR REPLACEMENT OF COVERED COMPONENTS.**

This **Agreement** is between **You** and the **Administrator**. By accepting this **Agreement**, **You**, the **Member**, are certifying that **You** have reviewed the terms of this **Agreement** and understand the coverage, exclusions, and maintenance requirements as they pertain to each benefit provided in this **Membership**.

Additionally, **You** hereby certify that **You** have in your possession a minimum of:  
One (1) set of keys

**THIS IS NOT A VEHICLE LIABILITY INSURANCE CONTRACT. THIS IS NOT AN AUTOMOBILE PHYSICAL DAMAGE INSURANCE CONTRACT.**

Administrator: CARco, Inc. P.O. Box 1268 Exton, PA 19341 Phone: (877) 902-8790 Fax: (610) 524-8504

**THE ADMINISTRATOR'S MAXIMUM LIABILITY UNDER THIS MEMBERSHIP IS \$7,500.00 OVER THE MEMBERSHIP TERM**

## Definitions

**Administrator, We, Us or Our:** Comprehensive Auto Resources Company, Inc. (CARco) (877) 902-8790

**Agreement:** This document that outlines the terms and conditions of the Value Protection Package **Membership**.

**Commercial Use:** Includes use of **Your Vehicle** for a business in any manner including, without limitation, taxi, police car or other emergency vehicle, hauling, construction (other than driving to and from work), pick-up and delivery service, daily rentals, carry passengers for hire, snowplowing and company car pool use or business travel when the **Vehicle** is used by more than one driver.

**Membership:** This Value Protection Package that provides you with access to the named Services contained in this **Agreement**.

**Term or Membership Term:** Three (3) Years from the **Agreement** Date on the Declarations Page.

**Vehicle or Covered Vehicle:** The Vehicle described on the Declarations Page under **SECTION 1-VEHICLE INFORMATION**.

**You, Your, or Member:** The recipient of this **Agreement** identified on the Declarations Page under **SECTION 2-MEMBER INFORMATION**, whom, by accepting this **Agreement**, has become part of the MemberFirst **Membership** Program.

## Membership Services

**Excepting the Automobile Theft Replacement Benefit, the sum of all claims paid under this Agreement shall not exceed five thousand dollars (\$5,000) over the Membership Term.**

The following Benefits and Services are offered in conjunction with this **Membership**:

### Automobile Theft Replacement Benefit:

**Covered Parts or Components:** **Covered Vehicle** in the event of an unrecovered theft.

In the event the **Covered Vehicle** is stolen during the **Membership Term** and remains unrecovered for a period of no less than thirty (30) days or the **Covered Vehicle** is recovered within thirty (30) days and is declared a total loss by **Your** Primary Insurance carrier as a direct result of the theft, then the **Administrator** agrees to issue **You** a benefit of up to two thousand five hundred dollars (\$2,500) towards the purchase of a replacement vehicle. At no time shall the benefit allowance ever exceed the retail value of the **Covered Vehicle**, or that of the replacement vehicle as determined by a nationally recognized used vehicle valuation guide, at the time of theft.

**To File a Claim:** **You** must notify the police of the theft of the **Covered Vehicle** within twenty four (24) hours of **Your** discovery of the theft. As proof of loss, **You** must forward legible copies of the following documents to the **Administrator**, within thirty (30) days of primary insurance company settlement (or within sixty (60) days of the Date of Loss if there is no primary insurer): 1) Complete copy of this **Agreement**; 2) Complete copy of the police report including any supplements and/or recovery reports; 3) Copy of the original buyer's order for the **Covered Vehicle** stating the purchase price along with the factory options and accessories affixed thereto at the time of delivery; 4) If **You** carry physical damage insurance, copies of **Your** physical damage insurance company's settlement check, declaration page, vehicle theft affidavit, proof of loss, and valuation worksheet; 5) Copy of replacement vehicle buyer's order and finance agreement stating the replacement vehicle purchase price, along with the factory options and accessories affixed thereto at the time of delivery. Unless otherwise excluded under the terms and conditions of this product guarantee; 6) Any other documents that the **Administrator** reasonably requests.

**Note:** The person who purchases the replacement vehicle must be the same person who purchased the original **Covered Vehicle**.

### Collision Discount

**Covered Parts or Components:** **Member's** out of pocket expenses up to \$500 for collision losses only

The **Administrator**, where allowed by State law, will pay to **You**, an amount equivalent to **Your** out of pocket expenses, up to five hundred dollars (\$500), should the **Your Vehicle** be involved in a Collision. As used herein, "Collision" shall mean an event whereby **Your Vehicle** comes into direct contact with another vehicle or object and damage results, excepting for total losses, and **Your** collision insurance provides coverage for such damage. This Service shall apply only to insurance claims: (1) resulting from Collisions in which the cost to repair the **Vehicle** exceeds five hundred dollars (\$500), and (2) provided **Your** collision insurance company pays the balance of the claim. This Benefit is limited to two (2) reimbursable claims per twelve (12) month period (maximum of six (6) reimbursable claims over the **Membership Term**).

**To File A Claim:** **You** notify the **Administrator** within five (5) days after the Collision has been reported to **Your** collision insurance company, and submit the following documents to the **Administrator** within one hundred twenty (120) days after the Date of Loss: (1) a copy of the complete collision repair order; (2) a copy of **Your** collision insurance policy, including the Declarations Page, as issued by **Your** primary collision insurance carrier; (3) a copy of the Insurance Settlement check from **Your** primary collision insurance carrier; (4) written documentation from **Your** primary collision insurance carrier substantiating the type of loss, the date of loss, and the date the claim was filed.

### Appearance Protection

**Covered Parts or Components:** Interior and Exterior surfaces of the **Covered Vehicle**

The sum of all claims paid under this benefit shall not exceed one thousand two hundred dollars (\$1,200) over the **Membership Term**.

Coverage is provided, under this **Agreement**, for the following components:

**INTERIOR** – This coverage includes the cleaning or repair or replacement of the **Vehicle's** original factory interior surfaces, if the fabric seats, carpet, dashboard, pigmented door trim, consoles and/or vinyl/leather interior becomes permanently stained as a result of beverage or food spills, food or fabric dyes, inks, blood, crayons, lipstick, makeup, vomit, urine, pets, oil based stains, chewing gum, weakening of seat surfaces resulting in a minor rip or tear measuring less than three inches (3") in length, or punctures or burns measuring less than one-quarter inch (1/4") in diameter. If a fabric stain is caused by dyes or products containing dyes, the remedy may be limited to professional cleaning or dyeing of upholstery or carpet in lieu of replacement. In some cases, removing a stain without causing discoloration of the surfaces or matching fabric/vinyl/leather colors of the repaired portions to the colors of the original **Vehicle** may not be possible. **EXTERIOR**- This coverage includes the reconditioning of the **Vehicle's** factory painted exterior clear coat surface(s) as the result of damage caused by UV exposure that results in general fading, chalking, oxidation or if the **Vehicle** becomes damaged by the environment; specifically by weather induced acid rain, bird droppings, tree sap, insect damage, road salt or de-icing agents. **Administrator** does not guarantee that Service(s) or Repair(s) will return the **Vehicle's** appearance to its original condition at time of sale. The **Member** understands and acknowledges that some damage may still show after best efforts are used during Service(s) or Repair(s) to the **Vehicle**.

**To File A Claim:** **You** must submit a claim to **Administrator** for consideration by calling (877) 902-8790. All Service(s) or Repair(s) must be pre-authorized by the **Administrator**. Any repairs completed without prior authorization will not be reimbursed. Once an authorized repair has been completed **You** must submit a copy of the receipt to the **Administrator** for reimbursement.

## Key/Remote Replacement:

**Covered Parts or Components:** Key or Remote for a **Covered Vehicle**.

In the event **Your** key/remote is lost, stolen or becomes inoperable the **Administrator** will reimburse **You** for the cost of a replacement key/remote in the amount of, not to exceed, eight hundred dollars (\$800) per year. For **Your** safety and security, all keys and/or remotes that are reported lost, stolen or destroyed must be reprogrammed by the dealer prior to replacement.

**To File A Claim:** 1) All claims must be reported to the **Administrator** as soon as reasonably possible by calling (877) 902-8790. 2) If **You** are within a twenty-five (25) mile radius of a franchise dealer for **Your Vehicle**, **You** must contact a franchise dealer to determine if they can provide a replacement key/remote and programming. If the franchise dealer is unable to provide key/remote replacement, **You** must call the **Administrator** (877) 902-8790 for prior approval before replacing the key/remote at any appropriate facility. 3) All non-working keys/remotes must be made available to the **Administrator** for inspection. 4) **You** must fax a copy of the original repair order to the **Administrator** for final payment.

Reimbursement will be issued to **You** as soon as an appropriate repair order is received by the **Administrator**. **You** are responsible for any out-of-pocket expense including costs in excess of the yearly limit of eight hundred dollars (\$800). The **Administrator** is solely agreeing to pay the replacement cost for eligible keys/remotes under the terms, conditions and limitations set forth in this **Agreement**. The **Administrator** shall not provide any keys/remotes themselves. Further, the **Administrator** does not guarantee, whether express or implied, any replacement key/remote obtained by **You** and/or paid for under this **Agreement**.

## Paintless Dent Repair (PDR):

**Covered Parts or Components:** Damaged Exterior Panel of a **Covered Vehicle** that can be repaired using existing PDR techniques.

PDR is a process developed by automobile manufacturing production teams that use specialized hand tools to permanently remove minor dents without affecting the existing paint finish, but does not include services that involve the replacement of vehicle body panels or sanding, bonding or repainting. During the **Membership Term**, the **Administrator** agrees to cover the cost to repair dents on all exterior painted sheet metal body panels of the **Vehicle** that are repairable through existing PDR techniques.

The sum of all claims paid under this benefit shall not exceed one thousand dollars (\$1,000) over the **Membership Term**.

**To File A Claim:** 1) **You** must receive prior authorization by contacting the **Administrator**. 2) If you are within a twenty-five (25) mile radius of franchise dealer, **You** must contact a franchise dealer to determine if they can perform the repair. In the event a franchise dealer is unable to perform the repair the **Administrator** will provide **You** with the location of a local PDR facility. 3) Once the repair is complete **You** must submit a copy of the receipt to the **Administrator** for reimbursement.

## Identity Theft Protection

If **You**, or a family member, are the victim of **Identity Theft**, a professional Theft Recovery Advocate will manage **Your** recovery process to help restore **Your** name and credit to pre-event status. The Identity Theft Protection services offered in conjunction with this membership are provided by the Family-IDprotect program, under a separate Agreement described on the pages following this **Membership**.

The benefits and services offered under this section are not provided by the **Administrator** but are offered to you free of charge as part of this **Membership**. The **Administrator** has no liability under this benefit and has no obligation other than their obligation to the Insurer of the Family-IDprotect program. For claim procedures and limitations please refer to the Family-IDprotect Agreement.

## Insurance Statement

Prior Authorization is Required from the **Administrator** before the repair or replacement of any **Covered Parts or Components**. Performance to **You** under this **Agreement** is guaranteed through a policy of Insurance issued by Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. In Georgia, **Our** obligations under this **Agreement** are insured under an insurance policy issued by the Insurance Company of the South, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. In California, New York, Rhode Island and Wisconsin, **Our** obligations under this **Agreement** are insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738. In the event the **Administrator** fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Lyndon Southern Insurance Company, Insurance Company of the South, or Atlantic Specialty Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.

## Terms and Conditions

This **Agreement** is subject to the following terms and conditions. **No alterations, changes or waivers of provisions may be made to this Agreement**. The benefits under this **Membership** are strictly provided to **You** by the **Membership** Provider named on the Declarations Page.

**Arbitration:** **You** agree that all individual, class action or other claims arising from or relating to this **Agreement**, whether in contract, tort, pursuant to statute, regulation, in equity or otherwise, are subject, at **Your**, **Our**, or the **Administrator's** election, to neutral binding arbitration.

**Other Coverage:** If **You** have any other coverage, **We** will pay only the amount in excess of that coverage, subject to the limits of this **Agreement**.

**Limitation of Liability:** This **Agreement** is for the sole benefit of **You** (the **Member** named on the Declarations Page) and applies only to the **Vehicle** listed on the Declarations Page. In no event shall the **Administrator** be liable for any direct, indirect, punitive, special, incidental, consequential damages, or any damages arising out of or connected with the benefits or services performed under this **Agreement**. The total of all benefits paid or payable under this **Agreement** shall not exceed the purchase price of the **Vehicle**. In no event will **Our** liability for an individual repair visit exceed the average retail value of the **Vehicle** as stated in the current online National Automobile Dealer Association (NADA) pricing guide immediately prior to the breakdown.

**Subrogation:** If **You** receive benefits under this **Agreement** and **You** have a right to recover from another party including, without limitation, any manufacturer, insurance company, or service **Agreement** provider who may be responsible to **You** for Costs, Repairs, or Services under this **Agreement**, **Your** rights to recover automatically become **Our** rights to recover. If **We** ask, **You** agree to cooperate with **Us** in any matter concerning this **Agreement** or, to enforce **Our** rights.

**When and Where You are Covered:** **You** are covered during the **Membership Term**. This **Agreement** applies only to repairs occurring within the continental United States of America, Alaska, and Hawaii.

**Consumer Notice:** This **Agreement** is not required to purchase or finance a **Vehicle**. The benefits provided may duplicate express manufacturer or seller's warranties that come automatically with every sale. **You** may be required by **Us** to pursue those warranties, which are available to **You** without this **Agreement**. The terms of this written **Agreement** control the **Agreement** between **Us** and **You**. No change or modification to the written terms is valid. This **Agreement** is based on information **You** provided on the Declarations Page. Misrepresentation on the Declarations Page will result in rejection of this **Agreement** and will terminate your **Membership**. If any provision of this **Agreement** is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this **Agreement**. The parties hereto agree that for purposes of litigation the venue shall be in the appropriate judicial district in the State of Pennsylvania.

## Exclusions

**General Exclusions:** This Agreement DOES NOT COVER OR PAY FOR ANY (1) consequential loss or damage whatsoever, including loss, damage or injury to person or property resulting from the failure of any parts of **Your Vehicle**, the Replacement of which are covered under the terms and conditions of this Agreement; (2) **You** renting **Your Vehicle** to someone else; (3) **Your Vehicle** being used for **Commercial Use**; (4) **Your Vehicle** being used for snow plowing, competition or speed events; (5) **Your Vehicle** being modified from the Manufacturer's original specifications regardless of who or when the modifications were made; (6) For fraudulent representations to obtain this Agreement or when presenting a request for Repair under this Agreement; (7) That loss that occurs outside of the United States, its territories or possessions; (8) claims arising from conditions that existed prior to the Agreement Date (9) losses that occur prior to or after the expiration of the **Membership Term**; (10) any loss resulting directly or indirectly from any dishonest, fraudulent, illegal, or criminal act by **You** or anyone acting on **Your** behalf, whether acting alone or in collusion with others; or due to conversion, secretion or embezzlement by any person in lawful possession of the **Covered Vehicle**; (11) any amounts in excess of the maximum benefit or stated limitations in each benefit section of this Agreement and (12) All exotic vehicles, including, but not limited to: Alfa Romeo, Alpina, Ascari, Avanti, Bugatti Noble, Pagani, Panoz, Saleen, Spyker, TVR, Daewoo, Bentley, Lamborghini, Lotus, Maserati, Ferrari, Rolls Royce. Any Agreement received for such Vehicle classes will be rejected.

**Automotive Theft Replacement Benefit Exclusions:** There is no coverage for any loss: (1) That resulted from theft by any person who had access to the **Covered Vehicle's** keys, or theft by any person related to **You** by blood, marriage, or adoption including wards or foster children; (2) When the keys were left in or on the **Covered Vehicle**; (3) To any **Vehicle** that is used for any **Commercial Use** or emergency services whatsoever; (4) To any **Vehicle**, which is not listed in an approved market valuation guide; (5) In which **You** fail to report the theft of the **Covered Vehicle** to the police within twenty four (24) hours of **Your** discovery of the theft; (6) In which the **Covered Vehicle** is car jacked; (7) Due to a fire that is not a direct result of theft; (8) Where the owner of the **Covered Vehicle** failed to take reasonable precautions against theft (including but not limited to: left keys in **Vehicle** or gave **Vehicle** to thief or otherwise left keys in thief's possession, etc).

**Collision Discount Exclusions:** There is no coverage for: (1) losses for non-Collision repair work or where the **Member's** out of pocket expenses did not exceed five hundred dollars(\$500) ;(2) losses where the collision insurance claim is filed under a name other than the **Member's** name or for a vehicle other than the **Covered Vehicle**; (3) losses where there is no primary collision insurance in place at the time of loss;(4) any amount attributed to comprehensive damage incurred, such exclusions include but are not limited to damage caused by hail, flooding, tornadoes, windstorms other adverse weather-related acts of God, fire, theft, vandalism, riot, and all other damage resulting from something than Collision.

**Appearance Protection Exclusions:** There is no coverage for: **Exterior Surface:** (1) Damage caused by abrasions, scratches or chips caused by any objects; (2) Damage caused by paint chipping or bubbling, surface rust, paint deterioration, cracking, peeling, paint delamination or paint flaking; (3) Damage caused by pavement resurfacing, fire, vandalism, dings, scratches or dents, harsh or corrosive chemicals, impact, collision or acts of God;(4) Damage caused by any owner/operator's acts of vandalism that would cause rust or paint damage to the painted surface; (5) Damage on or caused by chrome, metal plated trim and or molding related rust; (6) Damage on any areas or items other than the original factory painted surfaces; (7) Damage on the tailgate and panels facing the inside of truck bed or the floor panel of the bed; (8) Damage on any structural modifications or alterations to the **Vehicle**; (9) Damage to all surfaces to which this Agreement does not apply due to structural design e.g. mechanical parts, hinges, engine exhaust systems, mufflers, manifold, catalytic converters;**Interior Surface:** (1) Damage caused by tar, acids, or other caustic or corrosive substances; (2) Interior fabric, carpet, leather or vinyl damage resulting from flood, vandalism, abnormal use, neglect or abuse,normal wear and tear, surface wear or natural creases in leather and vinyl seats, modification or alteration of leather or vinyl surfaces; (3) Damage caused by rusting or poor adhesion to the surface to which the leather or vinyl has been attached, or manufacturer's defects; (4) Damage caused by acts of God; (5) Stains or damage occurring on, aftermarket floor mats, steering wheels and headliners;

**Painless Dent Repair (PDR) Exclusions:** No guarantee is made that the appearance of the **Covered Vehicle** will be returned to its original or "new" appearance as some damage may show in some services. You agree and acknowledge that such conditions may occur and are acceptable. The following are not covered under the PDR Repairs: (1) Damage caused by hail or other weather related damage; (2) Dents not accessible with PDR tools located on the hood, roof, trunk lid, body lines or edges of an auto body panel of the **Vehicle**; (3) Dents previously repaired using methods of body fillers and repainting; (4) Non-Factory installed services or equipment that have changed the **Vehicle's** original body and/ or eliminated access to a location for the dent repair technician to complete the PDR repair process; (5) Dents or creases that are larger than two inches (2") in length/diameter or have sharply indented the metal and impede the metal from returning to its original shape; (6) Dents not repairable using PDR Techniques.

**Identity Theft Protection Exclusions:** 1. Refer to the Family-IDprotect Agreement on the pages that follow this **Membership** for a full list of the terms, conditions, limitations and exclusions as they pertain to the Family-IDprotect program offered in conjunction with this **Membership**. 2. Any amounts due, or **You** feel may be due, to **You** under this benefit. In order to pursue these amounts **You** must look to the Family-IDprotect program directly for recovery.

## Cancellation and Transfer of this Agreement

In the event that **You** fail to pay the monthly **Membership** fees that may be due, under this, or a separate, **Agreement**, this **Agreement** shall terminate on the date of the first missed payment.

**Cancellation By You:** This Agreement is non cancelable.

**Cancellation By Us:** We may cancel this **Agreement** for material misrepresentation or fraud by **You**. If **We** cancel this **Agreement**, notice outlining the specific nature of reason for cancellation will be mailed to **You** and the validity of the **Agreement** will cease no more than five (5) days from the postmark date of such notice. **We** are liable for any claim reported if the claim is reported and approved prior to the effective date of cancellation and is covered by the **Agreement**.

**Transfer:** In the event that **You** sell the **Vehicle**, this **Agreement** shall terminate.

## State Requirements and Disclosures

**THIS AGREEMENT IS AMENDED TO COMPLY WITH THE FOLLOWING REQUIREMENTS AND DISCLOSURES FOR THE DEALER'S STATE.**

**Indiana:** **Your** proof of payment to the Dealer/Seller for this **Agreement** shall be considered proof of payment to Lyndon Southern Insurance Company, which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Agreement**. This **Agreement** is not insurance and is not subject to Indiana insurance law.

**Iowa:** Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th Floor, Lucas State Office Building, Des Moines, Iowa 50319. **Cancellation** section is amended as follows: If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation.

**WE EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE UNDER THIS AGREEMENT**



**IMPORTANT:** This complimentary membership in Family-IDprotect is provided to you by one of our participating Merchants, Lenders and Associations. Coverage is provided at no cost to you in consideration of your Association membership or for purchasing the participating Merchant's or Lender's extended repair plan, service contract or other value-added product or service. You cannot receive this benefit from a non-participating Association, Merchant or Lender. In the event you cancel the participating Association membership, or Merchant's or Lender's extended repair plan, service contract or value-added product or service, you may inadvertently and concurrently cancel your complimentary membership in Family-IDprotect and benefits will cease immediately. There is no registration necessary.

### Description of Benefits for Family-IDprotect

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. ("MIS"), for a single identity theft incident.
- Family Plan: **Family Member** shall mean spouse or domestic partner or the primary contract holder, 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 Contract Holder who have the same permanent address as the Contract Holder, 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 **\$50,000** in reimbursed expenses that may be incurred while recovering from identity theft, including reimbursement of lost wages of **up to \$1,000 per week** for up to four weeks (see attached Lyndon Southern Insurance Company evidence of coverage for specific 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 MIS 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:
  - Place fraud alerts at the three major credit bureaus for you.
  - Provide you with copies of credit reports from all three credit bureaus and review the reports with you to identify fraudulent activity.
  - Assist you in completing the official identity theft affidavit from the FTC to establish your rights as a victim.
  - 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.
  - 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.
  - 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

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 on the effective date shown on your Declaration Page attached to this certificate, or the date of your initial Association membership, or the date on your invoice or sales receipt for the extended repair plan, service contract or value-added product or service you purchased from our participating member organization.

**When Do Your Benefits End?** Your benefits will end 12 months from the effective date and/or upon termination of your membership with **Family-IDprotect**, or as indicated on your Declarations Page unless they are extended monthly or upgraded to another program or the month after termination of the program.

**Cancellation:** If you wish to cancel your membership, please call the customer service number shown below. You will not be entitled to any remuneration from such cancellation.

#### Eligibility for Benefits is Subject to the Following Conditions

1. Recovery services described in this offer are provided by Merchants Information Solutions, Inc. 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 Welcome Letter and will end one year later, unless extended or upgraded to another program. 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, MIS 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 **(888) 663-1536**, or by fax at (813) 354-2661, or by mail, 712B N. Pine Avenue, Green Cove Springs, FL 32043.
- **Coverage Period** means the period starting on the **Membership Effective Date** indicated in the Declarations Page. 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 attached hereto.) 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 shown in the Declarations Page attached to this EOC.

**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 **\$50,000**. Coverage is further limited to

- **\$1,000.00** 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 32073-5568 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.



*Your benefit forms can be downloaded at [www.id-recover.com](http://www.id-recover.com).  
Visit [www.family-idprotect](http://www.family-idprotect) for identity theft tips and information.*

**To report an Identity Theft Contact Customer Service:  
602.744.3828 | 1.866.SMART68 | (1.866.762.7868)**

**If you are a qualified member of Family-IDprotect® you will  
be assigned a Personal Recovery Advocate and instructed**