

**MY REWARDS® PREMIUM CARD PROGRAM BENEFIT GUIDE**  
LAST REVISED AND EFFECTIVE DATE: September 1, 2021

All terms not defined in this Benefit Guide will have the meanings ascribed to them in the Rewards Program Terms available at [www.landmarknationalrewards.com/rewardsprogramterms](http://www.landmarknationalrewards.com/rewardsprogramterms).

**I. VIP CUSTOMER SERVICE.** We provide all Participants a direct line of communication with a customer service representative to discuss questions or matters relating to the Program or the Benefits (including expedited Program Debit Card replacement) by dialing (855) 304-3444 or sending an email to [vip@landmarknationalrewards.com](mailto:vip@landmarknationalrewards.com).

**II. DISCOUNT PRESCRIPTION DRUG CARD BENEFIT.** This Prescription Drug Savings Program (the "Rx Card Program") is administered by Elixir, dba Elixir Savings, LLC (the "Program Administrator"). The Program Administrator has negotiated discounts and dispensing fees with a network of participating pharmacies, and has contracted with the sponsor of the Program (the "Program Sponsor") named on your Discount Prescription Drug Card (the "Rx Card") to provide access to discounted drugs by Rx Card holders through the participating pharmacies. No portion of the drug cost or dispensing fees for drugs purchased by Rx Card holders under the Rx Card Program is paid by the Program Sponsor or Program Administrator. Rx Card holders are advised to check the Elixir Savings terms and conditions located at <http://tinyurl.com/h9q7uy9> periodically for program updates. Contact the toll-free number on your Rx Card for more information or inquiries.

THE DISCOUNT PRESCRIPTION DRUG CARD PROGRAM IS NOT INSURANCE. The Rx Card holder is responsible to pay 100% of the purchase price for all drugs. The purchase price includes the discounted cost of the drug plus all dispensing fees. The Rx Card holder pays the lower of the discounted drug cost plus dispensing fees, or the participating pharmacy's cash price to customers. The purchase price may vary by drug and by pharmacy. Discounted drugs

must be purchased only at participating pharmacies. All discounted drugs may not be available at all participating pharmacies. The Rx Card may be used at participating pharmacies in the fifty United States, the District of Columbia and Puerto Rico.

Except as otherwise required by applicable state law, if for any reason you become dissatisfied with the level of service provided by the Rx Card Program, you may either: (a) contact our Rx Card Customer Service Department, toll-free, at: (877) 684-0032; or (b) file a complaint or ask a question in writing. Please address your inquiries to:

MY REWARDS® Rx Savings Card c/o Elixir Savings  
6451 N Federal Highway  
Suite 300  
Fort Lauderdale, FL 33308

The Rx Card Program will provide a written response to your inquiry within fifteen (15) days of receipt. When submitting your inquiry please include the following: (i) Your name, address and telephone number; (ii) The details surrounding the reason for your inquiry or complaint; (iii) Information concerning the efforts that you have made to resolve the matter; (iv) All responses that other parties have made in response to your complaint; and (v) How you would like to see that matter resolved.

**III. ROADSIDE ASSISTANCE BENEFIT.** The Roadside Assistance Benefit of the Program is provided by the Roadside Assistance Administrator, Roadside Protect. Whenever you need roadside assistance for your vehicle, call our toll-free number at (855) 304-3444 twenty-four (24) hours a day and request dispatch service and the Roadside Assistance Administrator will arrange to send help to your disabled vehicle from a participating facility or

Roadside Contractor. The Roadside Assistance Administrator will make payment to the Roadside Contractor directly for covered dispatch expenses up to your benefit limits. Roadside Protect administers the Roadside Assistance Benefit of the Program, if any such Benefit should exist.

**"Roadside Contractor"** means any service, service facility, or contractor that is dispatched by the Roadside Assistance Administrator, or dispatched by other means in accordance with these Terms, for the purpose of facilitating the Roadside Assistance Benefit of the Program, if any such Benefit should exist.

**1. Covered Expenses.** All expenses covered under the Roadside Protect Program are capped at an expense limit of One Hundred and NO/100 Dollars (\$100.00) for any single claim and include the following:

(a) **Towing** – When your vehicle is disabled due to mechanical breakdown, the Roadside Assistance Administrator will arrange for a Roadside Contractor to tow it to the nearest service facility of your choice up to the service expense equivalent of \$100. Additional expense will be your responsibility to pay to the towing Roadside Contractor.

(b) **Flat Tire Assistance** – A flat tire will be changed with your spare tire. If, for any reason, the spare is not usable, the lug nuts cannot be removed or the vehicle has two flat tires with one usable spare, towing will be provided in accordance with the towing provisions.

(c) **Fuel Delivery Service** – An emergency supply of fuel of up to three (3) gallons will be delivered if your covered vehicle runs out of fuel. You will be responsible for the cost of fuel.

(d) **Lock Out Service** – If your keys are locked in the

vehicle, assistance will be provided to gain entry into the vehicle up to \$100 benefit limit. In the event the keys are lost and a replacement key is required, you will be responsible for the total cost of a new key.

(e) *Jump Start* – Jump start service will be provided to start your vehicle.

(f) *Winching/Extraction* – If your vehicle is stuck in a ditch, mud or snow, but it is accessible from a normally traveled roadway, service will be given to either tow or winch the vehicle. Dispatch coverage for winching is limited to \$100; any expense incurred beyond \$100 will be your responsibility to pay to the Roadside Contractor.

(g) *Travel Planning, Booking and Discounts* – Go to [www.roadsideprotect.com](http://www.roadsideprotect.com) and click on the box on the bottom center of the page titled: "Travel Planning, Booking, and Great Hotel Deals!"

2. **Coverage Eligibility.** One (1) claim limit per membership per year for Gold Program Participants. Three (3) claims limit per membership per year for Platinum Program Participants. Eligible vehicles include all self-propelled vehicles with a gross vehicle weight up to 10,000 lbs. Vehicles must be designed, licensed and used for private, on-road transportation. Service is limited to one tow or service call per disablement. Service is geographically limited to the fifty United States, the District of Columbia, Puerto Rico and Canada. The policy of Roadside Assistance Administrator and the respective Roadside Contractors require that you or another authorized person be with the vehicle in order to receive the service. Please cancel your request for service immediately if it is no longer needed by calling us back utilizing your toll-free number for dispatch service. The Roadside Assistance Administrator will not accept responsibility for repairs or the availability, delivery or installation of parts. All parts used and services provided to you by the Roadside Contractor must be authorized and paid for by you.

3. **Roadside Assistance Reimbursement.** If for any reason the Roadside Assistance Administrator dispatch center cannot provide the benefits listed in this Program, you must obtain an authorization number from the Roadside Assistance Administrator dispatch center to use the service provider of your choice. The Roadside Assistance Administrator will reimburse you up to \$100 or the specific amount listed above in the covered expenses (whichever is less) upon presentation of the original paid service provider receipt. The authorization number is required to be eligible for reimbursement. Your reimbursement request must have the following: (a) Your authorization number and membership ID; (b) A bill from service provider including: (i) The date the service occurred; (ii) Description of services provided; and (iii) The amount charged for the service; and (c) Evidence that member paid the service provider (i.e. copy of check or duplicate check, credit card receipt, statement, etc.). The completed form and documentation should be mailed to:

Roadside Protect, Inc. c/o Auto Road Service  
Attn: Reimbursement  
P.O. Box 55698, Sherman Oaks, CA 91413  
Phone 1-800-993-8473 – Claims Dept.

Roadside Protect, Inc. Home Office – 2800 W. Higgins Rd., Suite 210 Hoffman Estates, IL 60169.

**Important:** Since all Authorized Roadside Contractors are independent contractors and not agents or employees of the Roadside Assistance Administrator, the Roadside Assistance Administrator can assume no liability for any damage to your vehicle resulting from the rendering of service or for personal items left in the vehicle. Any claims for personal injury or damage to the property of a member must be filed against the Roadside Contractor / servicing facility.

4. **Roadside Assistance Service Limitations.** The

Program provides service for most emergency situations but does not include: (a) Service if the operator is not with the disabled vehicle (however if you cannot remain with the vehicle for safety reasons, we will attempt to provide service); (b) Towing or service on roads not regularly maintained including private property; (c) Installation or removal of snow tires and chains nor dismounting, repairing, or rotating tires; (d) Vehicle storage charges, cost of parts and installation, products, materials, impounding, and additional labor related to towing; (e) Service to vehicles with expired safety inspection, license plate, and/or emission sticker where required by law; (f) Service to vehicles that are not in a safe condition to be towed; (g) Service in areas not regularly traveled, such as vacant lots, beaches, open fields or other places that would be hazardous for service; (h) Charging a weak or dead battery; (i) Towing vehicles to a junkyard for disposal; and/or (j) No accident towing.

5. **Special Equipment.** Roadside Coverage provides one normally equipped service vehicle, one driver and one service call per disablement. Any additional personnel or special equipment is at the vehicle operator's expense and is not reimbursable.

**IV. SMALL-DOLLAR, SHORT-TERM LOAN BENEFIT.** The Program makes available to any Participant who is an Enrolled Accountholder (a "Loan-eligible Participant") a closed-end, small-dollar, short-term loan (the "Loan") subject to loan eligibility requirements of the Financial Institution. The Loan feature is designed to provide money to meet short-term borrowing needs, such as when an emergency or an unexpected expense arises. The Loan service will be originated by Financial Institution and any Loan may be made (i) in any Financial Institution physical office or location, (ii) via the Program website at URL [www.landmarknationalrewards.com](http://www.landmarknationalrewards.com) or (iii) through use of the My RewardsTM App. The

proceeds of any Loan obtained will direct deposit to the Accountholder's Account.

1. **Eligibility.** In order to be eligible to obtain a Loan, you must: (i) be an Enrolled Accountholder; (ii) have a single or multiple party checking account in good standing with Financial Institution that has been open for at least the last thirty-one (31) days; (iii) have enrolled in the Platinum Program Level and (iv) meet such other Financial Institution specific loan eligibility criteria as may be determined in the sole discretion of the Financial Institution. The Financial Institution reserves the right to designate certain account types as ineligible for participation in the Loan service, including but not limited to accounts held by minors, "Fix-It" or "Second-Chance" checking accounts, non-individual, non-consumer accounts (e.g., business, trust, conservatorship, guardianship, custodial and representative payee accounts, etc.), accounts subject to legal process, bankruptcy seizure, garnishment or levy, accounts in the charge-off process, and accounts not characterized as transactional checking accounts (e.g., savings and money-market accounts, certificates of deposit, lines of credit, etc.). No representation is made in these Terms or otherwise that the Loan service will be available and functional on a day that is not a Business Day or at a time that is not within hours during which Financial Institution is open for business.

2. **Program Termination; Effect on Loan Benefit.** If your Program Enrollment is terminated or modified so that you no longer are enrolled at the Platinum Program level, you will remain responsible for repaying any then outstanding Loan, but the Loan service will no longer be available to you from the date of termination or modification forward.

3. **Financial Responsibility.** The Enrolled Accountholder utilizing the Loan service is solely responsible for any and all liabilities, obligations, and

financial risks, including without limitation insufficient funds charges, associated with use of the Loan service.

4. **Additional Provisions Relating to the Loan Service.** The Enrolled Accountholder utilizing the Loan service agrees to comply with all applicable laws, rules, regulations, and these Terms. We may refuse to enroll you, or restrict, modify or terminate your participation in the Loan service, without liability to you or any other party, if you violate any law, rule or regulation, any provision of these Terms, or if your participation in the Loan service could violate any law, rule or regulation, these Terms, or for any other reason in our discretion. You agree to keep your personal contact information, specifically including your mailing address and email address, current by updating your personal information on record with us and on record with Financial Institution on an as needed basis.

V. **MY AREA DEALS™ BENEFIT.** The My Area Deals™ benefit is a combination of several components featured as local or national coupons, cards, online print, electronic, interactive, mobile app or other promotional advertising medium. Promotional merchant offers featured in My Area Deals™ benefit are not gift cards. Offers are available through the My Area Deals™ benefit throughout the fifty United States, the District of Columbia and Canada. For the most current merchant rules of use, please visit [www.entertainment.com/rulesofuse](http://www.entertainment.com/rulesofuse).

1. **Obtaining Offers.** Offers may be found online or via the MY REWARDS® App and redeemed via printable coupon or mobile redemption. Print online merchant coupons and offers and redeem at participating merchants. Offers expire 14 days after printing, unless otherwise stated on the coupon. Each mobile offer can only be redeemed once by presenting the merchant with the coupon redemption ID found on the offer for 24 hours after

selecting "Redeem." Coupons are non-transferable. The barter, trade, sale, photocopying, alteration, purchase, or transfer of these offers by any person or entity is strictly prohibited. These offers are intended for the non-profit use of the individual registered for this program. Any use of an offer in violation of these Rules will render the offer VOID. Offers may not be reproduced and are void where prohibited, taxed, or restricted by law.

2. **Other Rules.** My Rewards LLC, Financial Institution, the Third Party Benefit Provider facilitating the My Area Deals™ Benefit, and/or the parent, subsidiary or affiliated entities of each, will not be responsible if any establishment breaches its contract or refuses to accept an offer; however, the Third Party Benefit Provider facilitating the My Area Deals™ Benefit will attempt to secure merchant compliance to the best of the Third Party Benefit Provider's ability.

VI. **DISCOUNTED HOTELS BENEFIT.** Participants are provided discounted rates with the following hotel brands: Wyndham Hotels and Resorts®, Ramada®, Days Inn®, Super 8®, Wingate by Wyndham®, Baymont Inn & Suites®, Microtel Inn & Suites by Wyndham®, Hawthorn Suites by Wyndham®, TRYP by Wyndham®, Howard Johnson®, Travelodge® (North America only), Knights Inn®, and Dolce Hotels and Resorts® (the "Wyndham Brand Hotels"). Participants are further provided discounted rates with the following hotel brands: Cambria® hotels & suites, Comfort Inn®, Comfort Suites®, Clarion®, Quality®, Sleep Inn®, Econo Lodge®, Rodeway Inn®, Mainstay Suites®, Suburban Extended Stay Hotel®, and Ascend Hotel Collection® (the "Choice Brand Hotels"). In order to reserve under discounted rates with Choice Brand Hotels, Participants must make advance reservations directly through the Choice Brand Hotels central reservations system (e.g., by calling Choice's dedicated 800 number, booking online at [choicehotels.com](http://choicehotels.com), or through another

Choice Brand Hotels proprietary booking channel) utilizing a booking identification code provided to the Participant at the time of Program Enrollment. Choice Brand Hotel reservations made through a travel agent, third-party distribution channel (e.g., Expedia, Orbitz, Travelocity, etc.), directly with a Choice Hotel Brand property, or on a walk-in basis without advance reservation will not be eligible for a discounted rate. Discounted rates provided under this Program may not be combined with any other Choice Brand Hotel offer or discount. Hotel locations are independently owned and operated, and discounts apply at participating locations only. At participating locations, the nature and degree of the discount may vary in the discretion of the respective owner-operators.

## VII. DISCOUNTED CAR RENTALS BENEFIT.

Participants are automatically enrolled in (i) the Budget® car rental Budget® Business Program and (ii) the Avis® car rental Avis® For Business Program.

1. Budget® Business Program. As a member of the Budget® Business Program, eligible Program Participants can start unlocking rewards and savings right away. (a) *Benefits.* A three dollar (\$3.00) rental credit will be accrued and paid on a regular basis for each completed Qualified Rental Day (as defined below). A “**Qualified Rental Day**” is defined as a fully-paid completed rental of one full day's time-and-mileage charges, at a participating Budget® location. A new rental day occurs each 24-hour period, commencing at the time of rental. Eligible Program Participant monthly rentals can earn up to a forty-five dollar (\$45.00) rebate per rental agreement. Budget® will mail your rental reward certificates, earned on qualifying rentals, on a quarterly basis in fifteen dollar (\$15.00) increments. Rental reward certificates may be combined. Eligible Program Participants are eligible for discounts up to 30% of their Budget® car rental expense, subject to

availability at participating locations. Eligible Program Participants are further automatically enrolled as members in the Budget® Fastbreak® program, allowing eligible Program Participants to bypass counter lines, skip rental paperwork and go directly to their rental car. (b) *Limitations.* Advance reservation is required. Certain rates may charge a per-mileage fee. Additional discount offer applies to time-and-mileage charges only, is subject to vehicle availability at the time of rental, and may not be available on some rates at some times. Taxes and other surcharges are extra. Budget® reserves the right to refuse or expire coupons at any time, and to alter or terminate the program and the related terms and conditions found at <https://goo.gl/qtBmVc> governing the issuance and use of certificates at any time without notice. If an eligible Program Participant has earned rental certificates not listed on your current statement, earnings will appear on the next statement. Rental certificates may not be claimed between statement issuance dates. Rental Certificates redeemed must be presented and surrendered at the time of rental. A maximum of seven (7) certificates can be used per rental. Certificates have no cash value, are non-transferable, cannot be sold, cannot be exchanged or returned, are non-refundable and will not be replaced if lost, stolen or expired. Certificates that have been sold, altered or copied are void and will not be honored. Certificates that have been purchased or sold from any online or offline retail establishment will not be accepted. Certificates are valid at participating Budget® locations in the contiguous U.S. and Canada on any car class. Taxes, concession recovery fees, vehicle license recovery fee, customer facility charges may apply and are extra. Optional products such as LDW (\$29.99/day or less) and refueling are extra. Renter must meet Budget® car rental age, driver and credit requirements. Minimum age may vary by location.

An additional daily surcharge will apply for renters under 25 years old at these locations.

2. Avis® For Business Program. Eligible Program Participants will have access to great benefits per these Terms. (a) *Benefits.* Eligible Program Participants are eligible for discounts up to 30% of their Avis® car rental expense, subject to availability at participating locations. Eligible Program Participants are provided a dedicated customer service team that offers account support such as billing options, informational webinars, live chat options, account management, and reservation assistance. Eligible Program Participants earn one Rental Reward Day for every 15 qualifying rental days. A rental day is each 24-hour period commencing at the time of rental, and additional hour charges for periods of less than one day cannot be combined to equal a day. Eligible Program Participants are further automatically enrolled as members in the Avis® Preferred program, allowing eligible Program Participants to bypass counter lines, skip rental paperwork and go directly to their rental car. (b) *Limitations.* Participation in this program is limited to Participants who are U.S. or Canadian residents. Advance reservation is required. Avis® reserves the right to alter or terminate the program and the related terms and conditions (accessible by link from webpage located at <https://goo.gl/p17Arf>) governing the issuance and use of Certificates at any time without notice. If you have earned rental days not listed on your statement, they will appear on an upcoming statement. Reward Day Certificates may not be claimed between statement issuance dates. Reward Day Certificates are not eligible to earn rental day credits in the program. Mini-Lease rentals earn one Reward Day Certificate for every 30 rental days in the U.S. (excluding Hawaii) and Canada. Reward Day Certificates entitle the intended recipient to one day's daily time and mileage charges of any car-class up to a full-size four-door (group G)

car, and specialty car classes such as H, F, W, Z, L, V, P, K, X (Cool Cars), and S are excluded. Taxes, concession recovery fees, vehicle license recovery fee, customer facility charges (\$10/contract in CA) may apply and are the responsibility of the renter. Optional products such as LDW (\$29.99/day or less) and refueling are extra. A redemption fee may apply. Rental reward certificates are valid at participating Avis® locations in the U.S. (excluding Hawaii and the New York Metro area), Canada, Puerto Rico and the U.S. Virgin Islands. In the US Virgin Islands, the certificate is valid on car groups B, C, D and E. In Canada and Puerto Rico the certificate is valid up to a Full-Size (Group E). Offer subject to vehicle availability at time of reservation and may not be available on some rates at some times. May not be used in conjunction with any other coupon, promotion or offer. Avis® reserves the right to refuse or expire coupons at any time without prior notification. No more than seven certificates may be used on one rental at any given time. Certificates cannot be applied to completed rentals. Holiday and other blackout periods may apply. If a rental begins during a blackout period, the whole rental is blacked out and does not qualify for use of a certificate. Certificates have no cash value, are non-transferable, cannot be sold, cannot be exchanged or returned, are non-refundable and will not be replaced if lost or stolen. Certificates that have been sold, altered or copied are void and will not be honored. Certificates that have been purchased or sold from any online or offline retail establishment will not be accepted. Reward Day Certificates must be presented and surrendered at the time of rental. Intended recipient of certificates must visit the Avis® counter to show identification at the time of rental. Renter must meet Avis® age, driver and credit requirements. Minimum age may vary by location. An additional daily surcharge may apply to renters under 25 years old.

### **VIII. DISCOUNTED AIRPORT TRANSPORTATION.**

Participants receive a ten percent (10%) discount off SuperShuttle® and ExecuCar® airport rides booked at SuperShuttle.com or on the SuperShuttle mobile app. Some restrictions may apply. In addition, if Program Participants sign up for a SuperShuttle® membership, they can link their participating frequent flyer program number to earn airline rewards with every SuperShuttle® and ExecuCar® airport ride booked at SuperShuttle.com through five major air carriers – participating airlines include Southwest, American Airlines, Delta, Frontier, and United.

**IX. MOBILE DEVICE PROTECTION.** Mobile Device Protection provides reimbursement for damage or theft of eligible cellular wireless telephones and will be offered to Platinum Program Participants pursuant to the terms, provisions, and conditions immediately following and included in this Section. Throughout this Section, terms used shall have those meanings set forth in subsection 2 below, and the term "***Statement of Benefits***" as used in this Section refers to the contents of this Section in their entirety. Various provisions in this Statement of Benefits restrict coverage. Read the entire Statement of Benefits carefully to determine rights, duties and what is and is not covered.

#### **1. LIMITS OF INSURANCE.**

<b><u>Coverage</u></b>	<b><u>Aggregate Limit of Liability</u></b>
<i>Plan Type:</i>	Multi-Line Coverage
<i>Coverage Type:</i>	Primary Insured Person Only
<i>Mobile Device Protection:</i>	\$500 per Claim; 2 Claims Maximum per 12 Month Period;
<i>Deductible:</i>	\$50.00 per Claim

**2. DEFINITIONS.** ***"Account"*** means Primary Insured Person's My Rewards, LLC Debit Card.

***"Cardmember"*** means an individual who is named on the Account card issued by the Policyholder.

***"Cellular Wireless Telephone"*** means a mobile telephone or mobile device with phone capability, which is used as a communication device. A Cellular Wireless Telephone may consist of a handset, standard battery, and Subscriber Identity Module (SIM) Card, it does not include accessories such as, but not limited to, wrists straps, carry cases, memory cards or styluses which are not integral to the device.

***"Debit Card"*** means a payment medium that takes the form of a debit, plate or other identification card or device, issued to the Primary Insured Person who is an owner of a deposit Account maintained by the issuer. The Primary Insured Person, or an authorized person, may use the Debit Card to purchase, hire, rent or lease property or services. ***"Debit Card"*** does not include a credit card. ***"Damage"*** means accidental damage caused suddenly and by external means and as a result of an unexpected and unintentional event in which item can no longer perform the function they were intended to do in normal service due to broken parts, material or structural failures. This does not include damage caused by wear and tear, or any gradually operating cause or faulty design or faulty materials. ***"Internet Store"*** means a wireless mobile service provider's internet store (for example Verizon Wireless, Sprint Wireless, T-Mobile, etc.).

***"Mysteriously Disappear"*** or ***"Mysterious Disappearance"*** means the vanishing of an item without a reasonable approximation of place and timing where there is absence of evidence of a wrongful act by a person or persons. ***"Policyholder"*** means My Rewards, LLC.

***"Primary Insured Person"*** means the person who: (i) has a valid Account in good standing with the Policyholder; and (ii) for which the required premium for coverage under this Policy has been paid for by the Policyholder, and or its affiliates.

***"Proof of Loss"*** means evidence acceptable to Us

that a loss has occurred. "**Subscriber Identity Module (SIM) Card**" means the card containing Primary Insured Person's subscriber identity and which enables services to be charged to Primary Insured Person's Cellular Wireless Telephone or an account when used in conjunction with Primary Insured Person's Cellular Wireless Telephone. "**Weapons of Mass Destruction**" means any weapon whether or not designed or constructed as such, capable of delivering any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or other contamination. "**War**" means: (i) hostilities following a formal declaration of war by a governmental authority; (ii) in the absence of a formal declaration of war by a governmental authority, armed, open and continuous hostilities between two (2) countries or; (iii) armed, open and continuous hostilities between two (2) factions, each in control of territory, or claiming jurisdiction over the geographic area of hostility. "**We**", "**Us**" and "**Our**" refers to the Company providing this insurance, which is American Bankers Insurance Company of Florida, an Assurant company.

3. **COVERAGE.** We will reimburse the Primary Insured Person for Damage or theft of eligible Cellular Wireless Telephones up to the Aggregate Limit of Liability shown on the Limits of Insurance section of this Statement of Benefits. Eligible Cellular Wireless Telephones are limited to each primary line and the additional, or supplemental lines as listed on Primary Insured Person's cellular provider's monthly billing statement for the billing cycle preceding the month in which the theft or Damage occurred. Depending on the nature and circumstances of the Damage or theft, and at Our sole discretion, We may choose to repair or replace the eligible Cellular Wireless Telephone or reimburse the Primary Insured Person for the lesser of: (a) 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 telephone service provided, less the deductible indicated in the Limits of Insurance section of this Statement of Benefits; or (b) the Aggregate Limit of Liability shown on the Limits of Insurance section of this Statement of Benefits. Only one (1) Mobile Device Protection reimbursement benefit will be paid per claim occurrence and only two (2) claims per Primary Insured Person per twelve-month period. Mobile Device Protection is secondary to, and in excess of any other valid and collectible avenue or recovery available (including, but not limited to mobile device insurance programs, homeowner's, renter's, automobile, or employer's insurance policies), and any expenses paid by any other party and applicable insurance. We will reimburse the excess amount once all other coverage has been exhausted and after expenses are paid from any other party and applicable insurance up to the Aggregate Limit of Liability shown on the Limits of Insurance section of this Statement of Benefits. Primary Insured Person will receive no more than the value of the original eligible Cellular Wireless Telephone, or a replacement Cellular Wireless Telephone with similar features and functionality, up to the Aggregate Limit of Liability, less the deductible, indicated in the Limits of Insurance section of this Statement of Benefits.

4. **EXCLUSIONS.** (1) We will not pay for loss caused by or resulting from any of the following: (a) intentional or dishonest acts by: the Primary Insured Person; Primary Insured Person's employees or authorized representatives; whether or not acting alone or in collusion with other persons and whether or not occurring during the hours of employment; or (b) wear and tear, depreciation or obsolescence through normal course of use or consumption. (2) We will not pay for loss or loss of property caused directly or

indirectly by any of the following: (a) the Primary Insured Person's commission or attempted commission of any illegal act including but not limited to any felony; (b) confiscation, expropriation or detention by any government, public authority, or customs official; (c) illegal activity or acts of the Primary Insured Person; Primary Insured Person's employees or authorized representatives; (d) any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or other contamination; (e) declared or undeclared War; (f) warlike action by military force including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other authority using military personnel or other agents; (g) invasion, insurrection, riot or civil commotion, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these; or (h) any Weapons of Mass Destruction. (3) What this agreement does not cover: (a) loss or loss of property when the United States of America has imposed any trade or economic sanctions prohibiting insurance of any loss or loss of property; (b) any other legal prohibition against providing insurance for any loss or loss of property; (c) any loss which occurred while the Primary Insured Person was not an active Cardmember of the Policyholder. Mobile Device Protection does not cover: (1) losses covered under the Cellular Wireless Telephone's existing manufacturer's warranty; (2) Cellular Wireless Telephone accessories other than standard battery and/or standard antenna provided by the manufacturer; (3) Cellular Wireless Telephones purchased for resale, professional, or commercial use; (4) Cellular Wireless Telephones that are lost or Mysteriously Disappear; (5) Cellular Wireless Telephones under the care and control of a common carrier (including, but not limited to, United States

Postal Service, airplanes, or delivery service); (6) Cellular Wireless Telephones stolen from baggage unless hand-carried and under Primary Insured Person's personal supervision, or under the supervision of Primary Insured Person's traveling companion who is previously known to Primary Insured Person; (7) Cellular Wireless Telephones stolen from a construction site; (8) Cellular Wireless Telephone which has been rented, leased or borrowed, or Cellular Wireless Telephones that are received as part of a pre-paid plan or pay as you go type plans; (9) 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; (10) Damage or theft resulting from abuse, intentional acts, fraud, confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, or Damage from inherent product defects [or vermin]; (11) Damage or theft resulting from misdelivery or voluntary parting with the Cellular Wireless Telephone; (12) replacement Cellular Wireless Telephone not purchased from a mobile service provider's retail or Internet Store; or (13) taxes, delivery and transportation charges and any fees associated with the service provider.

##### 5. CONDITIONS.

(1) **Claim Notice.** Claim notice must be given to Us no later than sixty (60) days following the eligible Cellular Wireless Telephone's Damage or theft, or as soon as reasonably possible. If the claim is reported after sixty 60 days following the date of Damage or theft, Primary Insured Person's claim may be denied. Failure to provide a claim notice within sixty (60) days will not invalidate or reduce any otherwise valid claim, if notice is given to Us as soon as is reasonably possible. Reporting the loss to another party, other than Us, will not fulfill Primary Insured Person's responsibility to report the loss to Us. Notice must include enough information to identify the Primary Insured Person and the Policyholder. We reserve the

right to deny any claim containing charges that would not have been included had We been notified before the expenses were incurred. All reasonable effort must be made by the Primary Insured Person to mitigate penalties and/or expenses resulting from a loss.

(2) **Proof of Loss.** Primary Insured Person must complete and submit claim form, or verbally complete claim attestation, along with the submission of the required items within ninety (90) days from the date of Damage or theft, or as soon as reasonably possible, even if all required documentation is not yet available. If Primary Insured Person's claim form is not submitted within this time frame, Primary Insured Person's claim may be denied. Failure to provide Proof of Loss within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as is reasonably possible, and in no event later than one (1) year after the ninety (90) day deadline to submit Proof of Loss, except in cases where the claimant lacks legal capacity. No legal action for a claim may be brought against Us until sixty (60) days after We receive Proof of Loss. 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 coverage. Insurance under this Policy is void if any Primary Insured Person has intentionally concealed or misrepresented any material fact relating to this Policy before or after a loss or any Primary Insured Person files a false report of a loss.

(3) **How to File a Claim.** Call (855) 304-3444 to initiate a claim. The following items are required to be submitted to Us: (a) fully completed and signed claim form or insured person's recorded verbal attestation as to the itemized contents of the claim form prepared by Our claim adjuster on insured person's behalf; and (b) a document from the mobile service provider, or other sufficient proof, as determined by Us, that the Cellular Wireless

Telephone Primary Insured Person is claiming, is currently linked to Primary Insured Person's mobile service provider account. We may at Our sole discretion require: (a) an itemized estimate of repair from an authorized Cellular Wireless Telephone repair facility; (b) the Primary Insured Person to submit the Cellular Wireless Telephone to Us to evaluate the Damage; (c) an itemized store receipt for the replacement Cellular Wireless Telephone showing the purchase was made at a mobile service provider's retail or Internet Store; (d) documentation (if available), of any other settlement of the claim; or (e) any other documentation deemed necessary by Us to substantiate the claim. All claims must be fully substantiated as the time, place, cause, and purchase price of the Cellular Wireless Telephone.

The Mobile Device Protection described herein is underwritten by American Bankers Insurance Company of Florida, an Assurant company.

##### X. EXTENDED WARRANTY INSURANCE BENEFIT.

Extended Warranty Insurance provides for the duplication of terms, conditions and limitations of the U.S. Manufacturer Warranty and Purchased Warranty for a Covered Purchase, and will be offered to all Program Participants pursuant to the terms, provisions, and conditions immediately following and included in this Section.

Solely for the purposes of this Section, the following terms will have the meanings so indicated:

1. References to the "**Declarations**" means those Declarations contained within the Extended Warranty Insurance Policy, of which Program Participants are beneficiaries and which will be provided to you in writing upon your request contact us at (855) 304-3444;
2. References to the "**Benefit Amount**" have the meaning ascribed to that term within the Buyer Protection Insurance Policy, of which Program

Participants are beneficiaries and which will be provided to you in writing upon your request contact us at (855) 304-3444;

3. References to "**We**" and "**Our**", respectively, means Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies, PO Box 1615, 202 Halls Mill Rd. Whitehouse Station, NJ 08889-1615; and

4. References to "**Policy**" in this Section means that policy for the provision of insurance issued by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies to MY REWARDS® in favor of the MY REWARDS® Program Participants bearing Master Policy #9907-36-45. A copy of this insurance policy may be obtained directly from Policyholder: BankNewport, as Trustee for G.A.R.D. Trust for the account of: Landmark National Bank in accordance with the terms below.

5. References to "**Policyholder**" shall mean the Financial Institution.

#### **DESCRIPTION OF COVERAGE.**

**THE PLAN:** As a Financial Institution Program Debit Cardholder, you are automatically eligible for Extended Warranty insurance.

**ELIGIBILITY:** This insurance plan is provided to Financial Institution Program Debit Cardholders automatically when the entire cost of the Covered Purchase is charged to your Card account while the insurance is effective. It is not necessary for you to notify Financial Institution, the administrator or the Company when items are purchased.

**THE COST:** This insurance plan is provided at no additional cost to eligible Financial Institution Program Debit Cardholders. Financial Institution pays the full cost of the insurance.

**WHEN COVERAGE APPLIES:** We will duplicate the time period of the original U.S. Manufacturer Warranty and any Purchased Warranty on an

Insured Person's Covered Purchase, up to a maximum of 12 months. If a U.S. Manufacturer Warranty or a Purchased Warranty is made up of multiple components, We will duplicate the time period of each component. If the total time period for the U.S. Manufacturer Warranty and the Purchased Warranty is greater than 36 months there is no coverage under this Policy. In no event will the total time period for all warranties, including this Policy, exceed 48 months.

**COVERAGE:** We will duplicate the terms, conditions and limitations of the U.S. Manufacturer Warranty and any Purchased Warranty on an Insured Person's Covered Purchase up \$10,000 for repair to defects in material or workmanship in a Covered Purchase; or for replacement of a Covered Purchase if repairs to defects cannot be made. This coverage only applies if the Insured Person charged or debited the entire cost of the Covered Purchase and the entire cost of the Purchased Warranty to the Insured Person's Account during the Policy period. If the entire cost of the Purchased Warranty is not charged or debited to the Insured Person's Account, We will only duplicate the original U.S. Manufacturer Warranty. We will reimburse the Insured Person for the lesser of:

- a. the cost of the Covered Purchase indicated on the Insured Person's Account statement; or
- b. the actual cost to repair or replace the Covered Purchase with an item of like kind and quality; or
- c. the Maximum Benefit Amount shown in Section II of the Declarations.

In no event will We be liable beyond the amounts actually paid by the Insured Person.

In no event will We pay more than \$50,000, in any 12-month Policy period, regardless of the number of claims made in that 12-month Policy period.

#### **DEFINITIONS:**

**Accountholder** means any individual who is named

on an open and active Account. **Cardholder** means an individual who is named on the Account card.

**Covered Purchase** means personal property, including gift items, not otherwise excluded that is purchased in full by the Insured Person using the Credit Card or Debit Card issued by the Policyholder.

**Insured Person** means a person, qualifying as a Class member 1) who elects insurance; or 2) for whom insurance is elected, 3) and on whose behalf premium is paid. **Manufacturer Warranty** means a written guarantee to fix any defects in material or workmanship in a Covered Purchase, made to the Insured Person by the maker of the Covered Purchase. **Purchased Warranty** means an optional written guarantee to fix any defects in material or workmanship in a Covered Purchase, bought by the Insured Person at the time of the Covered Purchase.

**EXCLUSIONS:** Insurance under this Policy does not apply to Covered Purchases that: 1) are services, including but not limited to the performance or rendering of labor or maintenance, repair or installation of goods or property or professional advice; 2) are shipping, transportation or delivery costs; 3) are boats, automobiles, aircraft or any other motorized vehicles, or motorized vehicle parts subject to high risk, combustible wear and tear or mileage stipulations; 4) are land, buildings, permanently installed items, fixtures or structures; 5) are plants, shrubs, pets, consumables or perishables; 6) are computer software or applications; 7) are purchased for resale, professional or commercial use; 8) are still covered under the U.S. Manufacturer Warranty or Purchased Warranty; 9) did not originally come with a U.S. Manufacturer Warranty or Purchased Warranty; or 10) are used, rebuilt, refurbished or remanufactured.

Insurance under this Policy does not apply to defects in material or workmanship of a Covered Purchase that are: 1) not covered under the terms of either the

original U.S. Manufacturer Warranty or Purchased Warranty; 2) repaired at a repair facility that is not authorized by the original product manufacturer; 3) covered by a product recall; 4) the result of a power surge; 5) the result of normal wear and tear; or 6) the result of any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or contamination.

How to File a Claim:

To file a claim directly with Federal Insurance Company contact the Claim Administrator, Crawford and Company c/o My Rewards, LLC. Complete all items on the required claim form, attach all appropriate documents, and mail or email to: My Rewards, LLC, ATTN: Crawford and Company Claims, P.O. Box 2600, Wilmington, NC 28402, PHONE NUMBER (855) 304-3444, Email Address claims@myrewards.net. All customer service related issues including, but not limited to, enrollment, fulfillment, general questions and payment questions should be directed to the plan administrator, International Marketing & Administration Company (IMAC) c/o My Rewards, LLC, P.O. Box 2600, Wilmington, NC 28402, PHONE NUMBER (855) 304-3444, Email Address claims@myrewards.net.

The Insured Person must a.) protect the Covered Purchase from further loss or damage; b.) report any loss to the appropriate official representatives such as the police and the Administrator within 45 days from the date of theft or damage; c.) complete the claim form and return along with legible copies of the Account statement showing the purchase of the Covered Purchase and original purchase receipt; d.) provide a photograph of any damaged Covered Purchase, a copy of the repair bill or a statement indicating that the item cannot be repaired along with evidence that the Covered Purchase has actually been replaced or repaired, if applicable; e.) provide a fire or police report, if applicable; f.) proof

of submission of the loss to, and the results of any settlement by the vendor; g.) proof of submission of the loss to, and the results of any settlement or denial by the Insured Person's personal insurance carrier h.) provide documentation of any other personal insurance or a statement that no other insurance exists; i.) provide a third party statement regarding circumstances of the theft or damage; j.) submit Proof of Loss to the Administrator k.) cooperate with the Administrator in the investigation, settlement or handling of any claims; l.) permit the Administrator to question the Insured Person under oath whenever Our investigation deems it necessary. All statements taken will be signed by the Insured Person; and m.) authorize the Administrator to obtain records, reports or any other documentation requested necessary to Our investigation or to verify the claim.

**CLAIM FORMS:** When the Administrator is told of a claim, the Administrator will give the Insured Person forms for filing Proof of Loss. If these forms are not given to the Insured Person within 15 days the Insured Person will meet Proof of Loss requirements by giving the Administrator a written description of the covered loss.

**CLAIM PROOF OF LOSS:** Complete Proof of Loss must be given to the Administrator within 90 days after a covered loss.

**CLAIM PAYMENT:** Reimbursement for covered losses will be paid to the Insured Person within 60 days after the Administrator receives Proof of Loss.

**EFFECTIVE DATE:** Your insurance becomes effective on the latest of: the effective date of this policy, the date on which you first meet the eligibility criteria as the Insured Person or the beginning of the period for which required premium is paid for you. Insurance for you automatically terminates on the earliest of: the termination date of this policy, the expiration of the period for which required premium has been

paid for you, the date on which you no longer meet the eligibility criteria as the Insured Person.

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained in the Master Policy 9907-36-45, which can be obtained from the Policyholder: BankNewport, as Trustee for G.A.R.D. Trust for the account of: participating financial institution: Landmark National Bank.

Answers to specific questions can be obtained by writing the Plan Administrator:

International Marketing & Administration Company (IMAC)

c/o My Rewards, LLC, P.O. Box 2600, Wilmington, NC 28402

PHONE NUMBER (855) 304-3444

Email Address claims@myrewards.net

**CHUBB**<sup>®</sup>

Plan Underwritten By

Federal Insurance Company

a member insurer of the

Chubb Group of Insurance Companies

PO Box 1615, 202 Halls Mill Rd

Whitehouse Station, NJ 08889-1615

**XI. BUYER PROTECTON INSURANCE BENEFIT.**

Buyer Protection Insurance will be offered to Platinum Program Participants pursuant to the terms, provisions, and conditions immediately following and included in this Section. Terms stated within the text to follow between the page-wide hash marks and beneath "DESCRIPTION OF COVERAGE" shall have meanings as prescribed therein, except where a Term is undefined, in which case, the Term shall have the meaning prescribed it above in these Terms.

Solely for the purposes of this Section, the following terms will have the meanings so indicated:

1. References to the "**Benefit Amount**" have the meaning ascribed to that term within the Buyer Protection Insurance Policy, of which Program Participants are beneficiaries and which will be provided to you in writing upon your request and your contacting us at (855) 304-3444;
2. References to "**We**" and "**Our**", respectively, means Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies, PO Box 1615, 202 Halls Mill Rd., Whitehouse Station, NJ 08889-1615; and
3. References to "**Policyholder**" shall mean the Financial Institution.
4. References to "**Policy**" in this Section means that policy for the provision of insurance issued by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies to MY REWARDS® in favor of the MY REWARDS® Program Participants bearing Master Policy #9907-36-46. A copy of this insurance policy may be obtained directly from Policyholder: BankNewport, as Trustee for G.A.R.D. Trust for the account of: Landmark National Bank in accordance with the terms below.

#### **DESCRIPTION OF COVERAGE.**

**THE PLAN:** As a Financial Institution Program Debit Cardholder, you are automatically eligible for Buyer Protection insurance.

**ELIGIBILITY:** This insurance plan is provided to Financial Institution Program Debit Cardholders, automatically when the entire cost of the Covered Purchase is charged to your Card account while the insurance is effective. It is not necessary for you to notify Financial Institution, the administrator or the Company when items are purchased.

**THE COST:** This insurance plan is provided at no additional cost to eligible Financial Institution

Program Debit Cardholders. Financial Institution pays the full cost of the insurance.

**WHEN COVERAGE APPLIES:** Coverage applies for 90 days immediately following a Covered Purchase.

**COVERAGE:** We will reimburse the Insured up to \$1,000 for Covered Purchases that are damaged or stolen, except if stolen from vehicles. This coverage only applies if the Insured Person charged or debited the entire cost of the Covered Purchase to the Insured Person's Account during the Policy period, are part of and not in addition to the Benefit Amount and the Annual Maximum Benefit Amount of \$50,000. We will reimburse the Insured Person for the lesser of: 1) the cost of the Covered Purchase indicated on the Insured Person's Account statement; or 2) the Benefit Amount. In no event will We be liable beyond the amounts actually paid by the Insured Person. In no event will We pay more than the Annual Maximum Benefit Amount, \$50,000 in any 12-month Policy period, regardless of the number of claims made in that 12 month Policy period. The Benefit Amount is payable on an excess basis over and above any amount due from any other valid or collectible insurance or any other form of reimbursement payable by those responsible for the loss or damage.

#### **DEFINITIONS:**

**Cardholder** means an individual who is named on the Account card or the owner of a pre-paid card.

**Covered Purchase** means personal property, including gift items, not otherwise excluded that is purchased in full by the Insured Person using the Credit Card or Debit Card issued by Financial Institution. Covered Purchase does not include charges for shipping, handling transportation and delivery. **Insured Person** means a person, qualifying as a Class member 1) who elects insurance; or 2) for whom insurance is elected, and 3) on whose behalf premium is paid. **Natural Disaster** means an event,

including but not limited to wind storm, rain, snow, sleet, hail, lightning, dust or sand storm, earthquake, tornado, flood, volcanic eruption, wildfire or other similar event that: 1) is due to natural causes and 2) results in severe damage such that the area in which loss occurs is declared a disaster area by a competent governmental authority having jurisdiction. **Proof of Loss** means: a) a copy of the Account statement showing the purchase of the Covered Purchase; b) a copy of the initial claim report submitted to the Administrator; c) a copy of the police report; d) proof of submission of the loss to, and the results of any settlement by, the vendor; and e) proof of submission of the loss to, and the results of any settlement or denial by, the Insured Person's personal insurance carrier.

**EXCLUSIONS:** Insurance under this Policy does not apply to Covered Purchases of: professional advice; boats; motorized vehicles (including but not limited to airplanes, automobiles, mopeds, motorcycles and other motor vehicles) or their motors, equipment and accessories (including communication devices intended solely for the use in the vehicle); land or buildings (including but not limited to homes and dwellings); travelers' checks, tickets of any kind, negotiable instruments, bullion, rare or precious coins, cash or its equivalent (including gift cards and gift certificates); perfumes, plants or animals; consumables and perishables; antique items or collectibles; computer software or programs; items purchased for resale for professional or commercial use; medical equipment; used, rebuilt, refurbished or remanufactured goods; shipping, handling, or transportation charges for the cost of delivery of any Covered Purchase articles in a pair or set, coverage will be limited to no more than the value of any particular part or parts unless the articles are unusable individually and cannot be replaced individually, regardless of any special value the article may have had as part of a set or collection;

more than one part or parts of a pair or set of jewelry or Fine Art. This insurance does not apply to loss or damage of a) Covered Purchase caused directly or indirectly by: 1) Theft of i) personal property from vehicles, ii) personal property when the Insured Person fails to exercise Due Diligence and iii) personal property stolen from public places when the Insured Person fails to exercise Due Diligence; Theft must be reported to the police or an appropriate authority within 36 hours; 2) Loss of i) personal property with no evidence of a wrongful act; ii) baggage and/or its contents unless carried by the Insured Person by hand or under the Insured Person's personal supervision or a traveling companion previously known to the Insured Person; 3) Any fraudulent or illegal activity of the Insured Person; 4) Wear and tear or gradual deterioration; 5) Moths, vermin, inherent vice; 6) Product defects or items covered by a manufacturer's recall; 7) Damage sustained due to any process or while actually being worked upon and resulting there from; 8) Confiscation by any government, public authority or customs official; 9) Natural Disaster; 10) Failure of the Insured Person to exercise Due Diligence to avoid or diminish loss or damage; 11) Power surge or power loss; 12) any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or contamination; or 13) War.

#### HOW TO FILE A CLAIM:

To file a claim directly with Federal Insurance Company contact the Claim Administrator, Crawford and Company c/o My Rewards, LLC. Complete all items on the required claim form, attach all appropriate documents, and mail or email to: My Rewards, LLC, ATTN: Crawford and Company Claims, P.O. Box 2600, Wilmington, NC 28402, PHONE NUMBER (855) 304-3444, Email Address claims@myrewards.net. All customer service related issues including, but not limited to, enrollment,

fulfillment, general questions and payment questions should be directed to the plan administrator, International Marketing & Administration Company (IMAC) c/o My Rewards, LLC, P.O. Box 2600, Wilmington, NC 28402, PHONE NUMBER (855) 304-3444, Email Address claims@myrewards.net.

The Insured Person must a.) protect the Covered Purchase from further loss or damage; b.) report any loss to the appropriate official representatives such as the police and the Administrator within 45 days from the date of theft or damage; c.) complete the claim form and return along with legible copies of the Account statement showing the purchase of the Covered Purchase and original purchase receipt; d.) provide a photograph of any damaged Covered Purchase, a copy of the repair bill or a statement indicating that the item cannot be repaired along with evidence that the Covered Purchase has actually been replaced or repaired, if applicable; e.) provide a fire or police report, if applicable; f.) proof of submission of the loss to, and the results of any settlement by the vendor; g.) proof of submission of the loss to, and the results of any settlement or denial by the Insured Person's personal insurance carrier h.) provide documentation of any other personal insurance or a statement that no other insurance exists; i.) provide a third party statement regarding circumstances of the theft or damage; j.) submit Proof of Loss to the Administrator k.) cooperate with the Administrator in the investigation, settlement or handling of any claims; l.) permit the Administrator to question the Insured Person under oath whenever Our investigation deems it necessary. All statements taken will be signed by the Insured Person; and m.) authorize the Administrator to obtain records, reports or any other documentation requested necessary to Our investigation or to verify the claim.

CLAIM FORMS: When the Administrator is told of a

claim, the Administrator will give the Insured Person forms for filing Proof of Loss. If these forms are not given to the Insured Person within 15 days the Insured Person will meet Proof of Loss requirements by giving the Administrator a written description of the covered loss.

CLAIM PROOF OF LOSS: Complete Proof of Loss must be given to the Administrator within 90 days after a covered loss.

CLAIM PAYMENT: Reimbursement for covered losses will be paid to the Insured Person within 60 days after the Administrator receives Proof of Loss.

EFFECTIVE DATE: Your insurance becomes effective on the latest of: the effective date of this policy, the date on which you first meet the eligibility criteria as the Insured Person or the beginning of the period for which required premium is paid for you. Insurance for you automatically terminates on the earliest of: the termination date of this policy, the expiration of the period for which required premium has been paid for you, the date on which you no longer meet the eligibility criteria as the Insured Person.

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained in the Master Policy 9907-36-46, which can be obtained from the Policyholder: BankNewport, as Trustee for G.A.R.D. Trust for the account of: participating financial institution: Landmark National Bank.

Answers to specific questions can be obtained by writing the Plan Administrator:

International Marketing & Administration Company (IMAC)  
c/o My Rewards, LLC, P.O. Box 2600, Wilmington, NC 28402 / PHONE NUMBER (855) 304-3444  
Email Address claims@myrewards.net



Plan Underwritten By  
Federal Insurance Company  
a member insurer of the  
Chubb Group of Insurance Companies  
PO Box 1615, 202 Halls Mill Rd.  
Whitehouse Station, NJ 08889-1615

## XII. EZSHIELD® FRAUD PROTECTION

The Service Descriptions included herein apply to consumer Platinum Program Participants and constitute the latest descriptions the latest descriptions of the EZSHIELD® ID RESTORATION PRO and EZSHIELD® DARK WEB MONITORING services as of the date of this document. Updates will appear periodically in the EZShield website located at <https://www.goezshield.com/LegalDocuments/ConsumerServiceDescriptions/tabcid/433/Default.aspx> and should be consulted for an up-to-date accounting of all the service features. All EZShield Services are subject to the Terms and Conditions available

at:

<https://www.goezshield.com/LegalDocuments/TermsAndConditions/tabcid/434/Default.aspx>.

### EZSHIELD® ID RESTORATION PRO

#### HIGHLIGHTS:

- Online Identity Vault™
- Password Manager
- Expert protection tips and timely news
- US-based Certified Resolution Specialist • End2End
- Defense® 32-step restoration process
- 24/7 live support

**DESCRIPTION OF SERVICE:** The Service applies broadly to the protection of a customer's identity. Individuals are often subject to theft, fraud, misuse of personal information, and unintended exposure of personal and financial data. EZShield ID Restoration Pro offers peace of mind with access to

certified resolution specialists, as well as proactive tools to help prevent fraud and misuse.

#### Secure Your Personal Information:

- **Online Identity Vault™**
- **Encrypt personal information.** Online encrypted storage for your important personally identifiable information (PII) including SSNs, credit cards, financial account information and birth dates along with other important documents (i.e. mortgage, titles, etc.).
- **Encrypt documents & images.** Online Identity Vault™ gives access to online and mobile digital organization and storage of digital copies of important business, legal and personal documents, medical records and other items. The Vault provides top-level data security in a remote location to prevent unauthorized access to stored files and full-time 24/7 customer access to stored items. Authorized users can easily tag incoming content for proper categorization and facilitation of search and retrieval. This secure storage platform accepts the following file formats: Jpeg, Gif, Pdf, Png, Microsoft Word, Microsoft Excel and Microsoft PowerPoint.
- **Password Manager.** As your first line of defense for protecting your personally identifiable information again identity crimes, our Password Manager is a must-have — giving you on-the-go access to manage your passwords in one secure easy-to-use location. You also have access to a password tool to test strength and generate strong passwords.
- **All information is secured by Triple Layer Defense™:** Customer information is encrypted in 3 ways: in transit, in use and at rest. Additionally, information stored in the Online Identity Vault uses multiple layers of encryption:
  - Information is encrypted at the system level in the cloud
  - Information is encrypted within the customer's unique record

▪ All information added to Online Identity Vault becomes part of your secure profile and is encrypted multiple times

▪ Expert protection tips and timely news. These features provide access to timely tips and industry best practices that educate consumers and businesses about mitigating the risks of identity theft and fraud.

▪ **Activity Report.** This monthly email communication includes account information in addition to articles and tips addressing identity theft and fraud.

▪ **Breach & Fraud News Alerts.** These ongoing emails alert customers of large-scale breaches and threats, while providing helpful tips on how to protect themselves.

#### Restore:

- **US-based Certified Resolution Specialist.**

▪ Fully managed restoration services.

▪ 1-on-1 dedicated care.

A dedicated and certified specialist is available to answer questions and assist with resolution in the event of lost/stolen wallet, fraud or an identity theft event.

A dedicated resolution specialist will perform assisted or fully-managed restoration services on behalf of victims and coordinate with customer's applicable bank, financial institution and/or other agencies.

In addition to advising a customer on the best procedures to help prevent fraud or to respond to a fraud event, a resolution specialist can also act on behalf of a customer by obtaining an executed limited power of attorney form.

Resolution specialists are available to assist with:

- a. notifying and requesting government-issued identification such as a state's Driver's License, Social Security card or Passport;
- b. notifying the three national credit bureaus to place fraud alerts on customer's credit reports, and

review such reports to identify evidence of the fraud or identity theft event;

c. notifying banks, credit card companies and merchants as directed by the customer to freeze or close any accounts compromised by or resulting from the fraud or identity theft event;

d. notifying the Federal Trade Commission and filing a complaint to report the identity theft event;

e. and otherwise coordinating with credit bureaus, banks, credit card companies, government agencies and/or merchants.

▪ *End2End Defense® in-depth restoration process.*

▪ Proprietary 32-step checklist

▪ For lost/stolen wallet, breached data, fraud or ID theft

▪ Designed to discover, isolate & prevent future fraud

▪ The EZShield Promise

Our 32-point checklist is designed to isolate and assist restoration from a lost/stolen wallet, fraud or identity theft event. It is also designed to help the customer take

necessary steps to help prevent fraud or identity theft from happening again. Often times, fraud is an isolated incident. However, in many cases, the fraudulent event is a symptom of a much larger problem. Thus, EZShield will work with the customer to verify that they are not at greater risk of additional fraud or identity theft. When EZShield determines that the circumstances of the event puts the customer's identity at continued risk of further fraud or identity theft events, EZShield will deploy certain preventative and complimentary services to help mitigate such risks. 90 days for fraud, 1 year for ID Theft.

▪ *24/7 live support* available to answer questions and one-on-one assistance from a dedicated, certified Resolution Specialist 8am to 8pm EST, Monday through Friday.

SERVICE LEVEL DEFINITIONS:

**Individual Restoration:** Limited to individuals properly registered as a customer.

**Online Identity Vault:** 10 GB of storage with access for one customer only.

#### ***EZSHIELD® DARK WEB MONITORING***

##### **HIGHLIGHTS:**

- Daily Monitoring of the online black market for the personally identifiable information stored in your Online Identity Vault.
- Notification Services for information being sold or traded.

**DESCRIPTION OF SERVICE:** Recent studies have shown identity fraud incidences continue to increase year over year. Having one's personally identifiable information (PII) exposed or compromised significantly increases the risk of identity theft and fraud. The problem can be compounded once the information reaches the alarmingly active internet black market sites where information is traded, sold and re-sold through thousands of websites, chat rooms and underground forums. As criminals continue to seek new ways to exploit this information, if an individual's PII is found on these known sites, identity theft has already occurred and immediate action is necessary. EZShield will constantly and proactively monitor these sites, chat rooms and underground forums, and alert the consumer regarding any activity, while securely storing the following personal and financial information (Identity Elements) provided by the customer:

##### **Available Elements for Scanning**

- Individual name, Street Address, Drivers License and up to 3 phone numbers
- Social Security Number
- Up to 10 Email Addresses
- Up to 10 Medical ID cards
- Up to 10 Bank Accounts, Credit Cards, & Debit Cards
- Up to 5 Passports

**ONLINE BLACK MARKET SCAN:** Ongoing scans of black market chat rooms, websites and databases will be performed to ensure that the name, address, Social Security number, email address, phone number, credit card numbers and bank account identification associated with a user's account are not currently compromised in the black market channel.

**NOTIFICATION SERVICES:** Provides e-mail alerts and/or phone notifications within 24 hours of activities discovered through the process of monitoring the Customer's provided personal and financial information.