

## Terms and Conditions of Group Identity Theft Detection and Recovery Services

1. Consumers who are eligible for the group identity theft detection and recovery service (“Services”) include all named accountholders who participate in checking accounts with VA Desert Pacific Federal Credit Union (“Eligible Consumer”). This is known as the “Eligibility Requirement”. VA Desert Pacific Federal Credit Union is hereinafter referred to as the “Program Sponsor”.
2. The Services are offered through a group services agreement (“Group Program”) with the Program Sponsor and the Service Provider and are extended to Eligible Consumers and, unless otherwise stated, their eligible family members described as “3G Family” below. Eligible Consumers and 3G family are collectively referred to as “Group Members”.
3. “3G Family” is defined as the Eligible Consumer, and his/her spouse or domestic partner, dependents in the household up to age 25, other IRS-qualified dependents in the household, and parents living at the same address as the consumer, or living in hospice, assisted living, or nursing home. Group Members are eligible for the Services for up to 12 months after death.
4. Access to the Services (“Benefits Period”) begins when the Eligible Consumer first meets the Eligibility Requirement, and ends when the Eligible Consumer no longer meets the Eligibility Requirement or when Program Sponsor terminates the Group Program, whichever occurs first. You may find additional information about the Services at [www.vadpfcu.org](http://www.vadpfcu.org).
5. The Services provide professionals to manage the detection, investigation, and remediation of incidents of identity fraud caused by Identity Theft. “Identity Theft” is defined as fraud that involves the use of any combination of a Group Member’s name, address, date of birth, Social Security number, bank or credit/debit card account number, or other identifying information without the knowledge of the Group Member, and such information is used to commit fraud or other crimes. Only Identity Theft incidents that are discovered and reported to the Program Sponsor or the Service Provider during the Benefits Period will be covered by the Services.
6. The Services include reimbursement for expenses incurred in identity theft recovery up to the limit of \$10,000 for Eligible Consumers and qualifying family members. Identity theft insurance is underwritten by Lyndon Southern Insurance Company, a member of the Fortegra family of companies. The information provided is a program summary. Please refer to the Identity Theft Expense Reimbursement Evidence of Coverage forms for additional information including details of benefits, specific exclusions, terms, conditions and limitations of coverage. Coverage is currently not available in NY and may not be available in other U.S. territories or jurisdictions. More information can be found at [www.vadpfcu.org](http://www.vadpfcu.org).
7. The Services may assist the Group Member in seeking reimbursement for funds stolen in the Identity Theft incident, and/or providing assistance for filing a claim for insurance, but do not provide a guarantee of reimbursement for financial losses of any kind arising from the Identity Theft incident.
8. The Services are non-transferable and non-cancelable by the Group Member and have no cash equivalent. There is no fee for using the Services; however, the account or service to which the Eligibility Requirement is attached may have a fee, based on the provisions of the account/service agreement that the Eligible Consumer has with the Program Sponsor.
9. Neither the Program Sponsor nor its contracted Service Provider can be held responsible for failure to provide or for delay in providing the Services when such failure or delay is caused by conditions beyond the control of the Program Sponsor and its Service Provider.
10. The successful completion of the Services described herein depends on the cooperation of the Group Member. The Services may be refused or terminated if it is deemed that the Group Member is committing fraud or other illegal acts, making untrue statements, or failing to perform his/her responsibilities as part of the Services, or has obtained the Services knowingly without meeting the Eligibility Requirement. The Services will not be refused or terminated due to the complexity of an identity theft case.
11. THE SERVICES DO NOT INCLUDE CREDIT COUNSELING OR REPAIR TO CREDIT NOT AFFECTED BY FRAUD OR IDENTITY THEFT.
12. The Services are only available to residents of the United States. The Services are performed with agencies and institutions in the United States, or territories where U.S. law applies.
13. To access the Services, Eligible Consumers can contact the local branch office of their Program Sponsor or call 1-866-762-7868.
14. The Services are offered through an Agreement with NXG Strategies, LLC, [www.nxgstrategies.com](http://www.nxgstrategies.com).