

Terms and Conditions of Group Identity Theft Detection and Recovery Services

1. The Group Identity Theft Detection and Recovery Services (“Services”) are offered through a group services agreement between the sponsoring financial institution (“Program Sponsor”) and NXG Strategies, LLC (“NXG”), and are extended to consumers who meet the covered account eligibility requirements defined by the Program Sponsor (“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”.
2. NXG utilizes one or more providers to deliver the Services to Group Members (“Service Providers”).
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 Eligible 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 and the Eligibility Requirement at the Program Sponsor’s website.
5. **Identity Theft Research, Remediation and Recovery.** 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 during the Benefits Period will be covered by the Services. For the purpose of this part of the Services, Eligible Consumers include all named account holders who meet the Program Sponsor’s Eligibility Requirement, and, if applicable, each Eligible Consumer’s 3G Family.
6. **Identity Theft Expense Reimbursement Insurance.** The Services include reimbursement for expenses incurred in identity theft recovery up to the limit of \$25,000 for Eligible Consumers and qualifying family members. Identity theft expense reimbursement 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 in the future. More information can be found at the Program Sponsor’s website.
7. **Proactive Monitoring and Alerts.** Eligible Consumers have been pre-registered with NXG and/or its Service Provider to enable Eligible Consumers to activate an entitlement to credit monitoring services at any time during the Benefits Period (“Monitoring Entitlement”). The Monitoring Entitlement extends to one named Eligible Consumer per covered account. 3G Family members are NOT eligible for the Monitoring Entitlement. Regardless of status as an Eligible Consumer, the Monitoring Entitlement is applicable only to individuals age 18 and older who have a valid credit file. ELIGIBLE CONSUMERS MUST PROACTIVELY ACTIVATE THE MONITORING ENTITLEMENT TO RECEIVE THE BENEFIT OF CREDIT MONITORING AND OTHER MONITORING, AS APPLICABLE. The Eligible Consumer has no obligation to activate the Monitoring Entitlement and there is no cost to the Eligible Consumer now or in the future for utilizing the Monitoring Entitlement. If an Eligible Consumer does not utilize the Monitoring Entitlement, it does not prevent the Eligible Consumer from utilizing the other Services, nor does it constitute a failure of the Services. Online activation and toll-free telephone assistance is available to help Eligible Consumers activate the Monitoring Entitlement.
8. 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.
9. NXG, FOR ITSELF AND ITS SERVICE PROVIDERS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SERVICES, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED IN THE SERVICES, NOR IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF USAGE, OR OTHERWISE IN CONNECTION WITH ANY SERVICE OR SOLUTION. NXG DOES NOT WARRANT THAT THE SERVICES SHALL OPERATE ERROR-FREE OR UNINTERRUPTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED THROUGH THE SERVICES, ARE PROVIDED TO YOU ON AN “AS IS,” “AS AVAILABLE” AND “WHERE-IS” BASIS WITH NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NXG DOES NOT OFFER ANY WARRANTY OF ANY KIND REGARDING THIRD PARTY DATA, SOFTWARE, SYSTEMS OR OTHER TECHNOLOGY.
10. The Services are non-transferable and non-cancelable by the Group Member and have no cash equivalent. There is no fee for the Services, whether accessed by the Group Member or not; however, the covered account or service to which the Eligibility Requirement is attached may have a fee unrelated to the Services, based on the provisions of the account/service agreement that the Eligible Consumer has with the Program Sponsor.
11. 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.
12. THE SERVICES DO NOT INCLUDE CREDIT COUNSELING OR REPAIR TO CREDIT NOT AFFECTED BY FRAUD OR IDENTITY THEFT.
13. 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.
14. To access the Services, Eligible Consumers can consult the website of the Program Sponsor or contact the local branch office of the Program Sponsor.