

**Your Guide to Benefit describes the benefit in effect as of 3/26/23. Benefit information in this guide replaces any prior benefit information You may have received. Please read and retain for Your records. Your eligibility is determined by Your financial institution.**

## **Porch Piracy Protection**

You've made the ultimate purchase and have received notification that Your package was delivered, but when You get home Your porch is empty. You don't get frustrated, because You bought the item with Your eligible LBS Financial Credit Card so You may be covered with Porch Piracy Protection.

### **Porch Piracy Protection eligibility and coverage**

Porch Piracy Protection guards against the theft of eligible items of personal property purchased with Your Account and/or rewards programs associated with Your Account within the first ninety (90) days from the date of purchase. In the event of theft, this benefit reimburses You up to the total purchase price of Your item for a maximum of ten thousand dollars (\$10,000.00) per claim and fifty thousand dollars (\$50,000.00) per cardholder.

You are eligible for this benefit if You are the cardholder of an eligible card issued in the United States and You purchase either a portion or the entire cost of the item using Your Account and/or rewards programs associated with Your eligible Account.

Purchases made outside the United States and gifts purchased for others may also be covered if they are purchased with Your Account and/or rewards programs associated with Your eligible Account.

### **Porch Piracy Protection does *not* cover:**

- Animals and living plants
- Antiques or collectible items
- Boats, aircraft, automobiles, and any other motorized vehicles and their motors, equipment, or accessories, including trailers and other items towable or attachable to any motorized vehicle
- Computer software
- Items purchased for resale, either professional or commercial use
- Items that are lost, or that "mysteriously disappear," meaning they vanished in an unexplained manner, with no evidence of wrongdoing by one person or several
- Items under the control and care of a common carrier (such as the U.S. Postal Service, airplanes, or a delivery service); this exclusion does not apply once the item has been reported by the common carrier or store as delivered
- Items in Your baggage (unless hand carried, or under Your supervision or that of a companion You know); includes jewelry and watches, among other things
- Theft stemming from abuse, fraud, hostilities (war, invasion, rebellion, insurrection, terrorist activities, and more); confiscation by authorities (if contraband or illegal);
- Theft from misdelivery, or voluntarily parting with property
- Medical equipment
- Perishable or consumable items, including cosmetics, perfumes, rechargeable batteries, among others
- Rented and leased items
- Traveler's checks, cash, tickets, credit or debit cards, among other negotiable purchased instruments
- Items used or pre-owned (Refurbished items will not be considered used or pre-owned as long accompanied by a warranty)
- Losses caused by or resulting from a Cyber Incident

## **How to file a Porch Piracy Protection claim**

**Call the Benefit Administrator at 1.800.628.8472 within sixty (60) days of the theft (if You wait longer, coverage may be denied).** The Benefit Administrator will ask for some preliminary claim information, answer Your questions and send You a claim form. When You submit Your claim, be sure to include all information regarding Your claim including the time, place, cause and the amount to replace the item.

If the purchase was stolen from the delivery location, You are required to file a claim with the common carrier and/or retailer. If You have insurance (homeowner's, renter's, car, employer or any other), You are required to file a claim with Your insurance company. You are required to submit a copy of any claim settlement along with Your claim form. Porch Piracy Protection provides coverage on an "excess" coverage basis, meaning it does not duplicate coverage, but pays for a loss only after valid and collectible insurance or indemnity (including, but not limited to, homeowner's, renter's, automobile, or employer's insurance policies), and compensation from the retailer and/or common carrier has been exhausted. At that point, Porch Piracy Protection will cover the loss up to the amount charged to Your eligible Account, subject to the terms, exclusions, and limits of liability of the benefit.

This benefit also pays for the outstanding deductible portion of Your insurance or indemnity for eligible claims. The maximum total limit of liability is up to ten thousand dollars (\$10,000.00) per claim occurrence and fifty thousand dollars (\$50,000.00) per cardholder. You will receive no more than the purchase price as recorded on the eligible card receipt.

When a protected item is part of a pair or set, You will receive no more than the value (as described above) of the particular part or parts, regardless of any special value that item may have as part of such a pair or set, and no more than the proportionate part of an aggregate purchase price of such pair or set.

***For faster filing, or to learn more about Porch Piracy Protection, visit [www.cardbenefitservices.com](http://www.cardbenefitservices.com)***

Gift recipients may file their own claims, if they have the necessary substantiating documents.

## **What You must submit to file a claim**

- Your signed and completed claim form
- A copy of Your monthly billing Account statement (showing the last four [4] digits of the Account number) demonstrating that the purchase was made on Your Account
- If more than one method of payment was used, please provide documentation as to additional currency, voucher, points or any other payment method utilized
- A copy of the itemized store receipt demonstrating that the purchase was made on Your Account
- A copy of the delivery confirmation (if applicable)
- Copy of the documentation of any other settlement of the loss (if applicable)
- Copy of the police report or claim filed with the retailer and/or common carrier (**made within forty-eight [48] hours of the occurrence in the case of theft**); If the loss was not reported, please provide a replacement receipt or other sufficient proof of loss deemed eligible solely by Your Benefits Specialist (if applicable)
- Any other documents necessary to substantiate Your claim

PLEASE NOTE: Your maximum recovery under the Porch Piracy Protection Benefit is the purchase price of the item, not to exceed the coverage limit.

**Please return Your signed and completed claim form with all documentation within ninety (90) days of the date of theft.**

## **How You will be reimbursed**

Once You've met the conditions of this benefit, You may receive payment to replace Your item, an amount not more than the original purchase price, less shipping and handling charges, up to ten thousand dollars (\$10,000.00) per claim and fifty thousand dollars (\$50,000.00) per cardholder. You will only be reimbursed up to the dollar amount to replace the item or the program limit, whichever is less. Under normal circumstances, reimbursement will take place within five (5) business days.

## **Definitions**

**Account** means Your eligible credit or debit card Accounts.

**Computer Programs** means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

**Cyber Incident** means any of the following acts:

- (a) unauthorized access to or use of Your Digital Data or a Covered Purchase;
- (b) alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, deletion, erasure, loss of use or destruction of Your Digital Data or a Covered Purchase;
- (c) transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against Your Digital Data or a Covered Purchase;
- (d) restriction or inhibition of access to or directed against Your Digital Data or a Covered Purchase;
- (e) computer errors, including human operating error or omission; power failure, surge, or diminution of electronic systems; or mistakes in legitimate electronic code or damage from code installed on Covered Purchase during the manufacturing process, upgrade process, or normal maintenance.

**Digital Data** means information, concepts, knowledge, facts, images, sounds, instructions, or Computer Programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. Digital Data shall include the capacity of a Covered Purchase to store information, process information, and transmit information over the Internet.

**Eligible Person** means a cardholder who pays for their purchase by using their Account and/or rewards programs associated with their Account.

**You or Your** means an Eligible Person who used their Account to purchase the item and/or rewards programs associated with their Account.

## **Additional provisions for Porch Piracy Protection**

- Signed or pinned transactions are covered as long as You use Your Account to secure the transaction.
- You shall do all things reasonable to avoid or diminish any loss covered by this benefit. This provision will not be unreasonably applied to avoid claims.
- If You make any claim knowing it to be false or fraudulent in any respect, no coverage shall exist for such claim, and Your benefit may be cancelled. Each cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.
- No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than

two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.

- This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, statement messages or electronic notification. The benefits described in this Guide to Benefits will not apply to cardholders whose Accounts have been suspended or cancelled.
- Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefits for cardholders, and if they do, they will notify You at least thirty (30) days in advance. Indemnity Insurance Company of North America (“Provider”) is the underwriter of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.
- After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of the payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.
- This benefit does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the provision of insurance, including, but not limited to, the payment of claims.

FORM #PSECALLPER 10K 2021 (04/21)

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**For more information about the benefit described in this guide, call the Benefit Administrator at 1.800.628.8472.**