

# Midland States Bank

## Discover<sup>®</sup> Debit Card Benefits Guide

### Introduction

These benefits in this Benefit Guide ("Guide") are provided to Cardholders who have an open and active Midland States Bank Discover<sup>®</sup> Debit Card ("Cardholders"). The words "you," "your" or "yours" refer to the Cardholder. These benefits are free of charge and enrollment is automatic. All information in this Guide about these benefits is subject to the terms and conditions of the master policies. Coverage for these benefits is effective 5/2015. This Guide replaces all prior Guides, program descriptions, advertising and/or brochures by any party.

### Identity Theft Defense

#### Evidence of Coverage

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of you, your, we, us, our, and words that appear in bold and Final Legal Disclosures CC-FLD (9.08)

#### **A. The kind of coverage you receive:**

We will reimburse you for losses you incur as a result of identity fraud. Coverage is secondary to any other applicable insurance or coverage available to you. Coverage is limited to only those amounts not covered by any other insurance or coverage benefit.

#### **B. Coverage limitations:**

Coverage is limited to eligible expenses, up to \$2500 per claim, as a result of identity fraud. There is a limit of one (1) claim per twelve (12) month period.

#### **C. Where you're covered:**

Coverage applies only to losses arising out of an identity fraud occurring within any of the fifty (50) United States of America, Canada, the District of Columbia, American Samoa, Puerto Rico, Guam and the U.S. Virgin Islands.

#### **D. What is NOT covered:**

- An act of fraud, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you, or by any authorized representative of you, whether acting alone or in collusion with you or others.
- Damages or losses arising out of any business pursuits, loss of profits, business interruption, loss of business information or other pecuniary loss.

- Damages or losses arising from the theft or unauthorized or illegal use of your business name, d/b/a/ or any other method of identifying your business activity.
- Any lost wages due to sickness or emotional breakdown.
- Damages or losses of any type for which the financial institution is legally liable.
- Damages or losses of any type resulting from fraudulent charges or withdrawal of cash from a debit or credit card.
- Damages or loss of any type resulting from fraudulent withdrawals from financial accounts.
- Indirect or direct damages or losses of any nature.
- Any incident involving a loss or potential loss not notified to the relevant police authority within ninety-six (96) hours from the date you had knowledge of the loss.
- Any costs due to delay in providing services, or damages resulting from any delay in services.
- Losses that were incurred or commenced prior to this coverage being provided to you.
- Fees or costs associated with the use of any investigative agencies or private investigators.
- Any loss that is not a direct result of identity fraud.
- Theft or damages of traveler's checks, tickets of any kind, negotiable instruments, cash or its equivalent, passports or any documents.
- Authorized charges that you have disputed based on the quality of goods or services.
- Authorized account transactions or trades that you have disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions.

**E. What to do if you're a victim of identity fraud:**

- Call Affinion Benefits Group 1-877-493-6273 upon discovery of identity fraud to report the incident.
- Contact all major credit bureaus (Experian, Equifax, TransUnion, etc.) immediately after discovery of identity fraud to place a fraud alert on your credit report.
- File a police report in your local jurisdiction.
- File a complaint with the Federal Trade Commission (FTC). You may be requested to file a report with other agencies as necessary.
- Follow all procedures for recovery and reasonable requests for information and assistance at all institutions affected.
- Maintain a copy of all receipts, bills or other records that support your claim for an identity fraud payment. These records shall be kept in such manner that can accurately determine the amount of any loss.

- Take any other reasonable steps available to protect your identity from any further fraudulent use.

**F. How to file a claim:**

- Contact the Administrator, TWG Innovative Solutions, Inc., 1-866-727-3931 to request a claim form. You must inform us or our designated representative of an identity fraud case no later than thirty (30) days from the date of discovery.
- Submit the following documentation within ninety (90) days after close of your identity fraud case or the claim may not be honored.
  - Completed and signed claim form.
  - Proof that a fraud alert was placed with each major credit bureaus (Experian, Equifax, TransUnion, etc.) immediately after discovery of identity fraud.
  - Copy of a police report from your local jurisdiction.
  - Copy of results of any settlement or denial from credit card companies, banks, creditors, collection agencies, etc. concerning your identity fraud claim.
  - Copy of complaint filed with the Federal Trade Commission (FTC).
  - Copy of all receipts, bills or other records that support your claim for an identity theft reimbursement payment.
  - Any other documentation that may be reasonably requested by us or our designated representative to validate a claim.

IDF-CC-EOC (9.08)

Note: Identity Fraud Expense Reimbursement is not available to residents of the state of New York.

**Key Terms:**

Throughout this document, You and Your refer to the cardholder or authorized user of the covered card. We, Us, and Our refer to Virginia Surety Company, Inc.

Administrator means TWG Innovative Solutions, Inc. You may contact the administrator if you have questions regarding this coverage or would like to make a claim. The administrator can be reached by phone at 1-866-727-3931.

Authorized User means an individual who is authorized to make purchases on the covered card by the cardholder and is recorded by the Participating Organization on its records as being an authorized user.

Cardholder means the person who has been issued an account by the Participating Organization for the covered card.

Covered card means the Discover Debit card.

Eligible expense(s) means reasonable and necessary attorney fees or court costs associated in removing any civil suit wrongful brought against you as a result of identity fraud or any suit brought against you by a creditor or collection agency or other entity for non-payment of goods and/or services as a result of identity fraud, actual U.S. wages lost due to time off relating to efforts in resolving your identity fraud issues, loan applications fees, notarizing affidavits or other similar document cost, long distance telephone cost and postage cost you may have incurred as a direct result of identity fraud.

Evidence of Coverage (EOC) means the document describe the terms, conditions, and exclusions. The EOC, Key Terms and Final Legal Disclosures are the entire agreement between You and Us. Representations or promises made by anyone that are not contained in the EOC, Key Terms or Final Legal Disclosures are not a part of your coverage.

Identity fraud means the use of your name, address, Social Security Number (SSN), bank, credit card account number or other identifying information without your knowledge to commit fraud or deception.

United States Dollars (USD) means the currency of the United States of America.

### Zero Liability

You are protected against unauthorized use of your Discover Debit Card with our Zero Liability protection, provided you have handled your Midland States Bank Discover Debit Card responsibly, have not reported more than two unauthorized events within 12 months and have not benefited from its unauthorized use. If unauthorized use occurs, report it to your financial institution immediately.

### Card and Document Registration Services

#### **Card Registration**

This benefit enables you to protect your debit cards or other credit cards in the event they are lost or stolen. There is no limit to the number of cards you may register. Your coverage begins the moment your completed registration is received and processed. You will be asked to complete a form that will indicate which card(s) you would like protected. Be sure to include the account number(s). You can obtain this form by calling customer service at 1-877-493-6273, 24 hours a day, 7 days a week to register your information.

### **Lost/Stolen Reporting\***

When a card that has been registered through the Card Registration service has been lost or stolen, simply call the customer service representative right away to ensure that all of your card issuers are notified within 24 hours of the loss. Your card issuers will then be requested to issue replacement cards, and you will automatically receive written confirmation of your Lost/Stolen Notification.

*\*Some financial institutions may require you to call them directly and will not accept notification from third parties, in which case we will contact you so that you can call your financial institution directly.*

### **Document Registration**

This benefit enables you to register your important documents such as drivers' licenses, passports, birth certificates, insurance policies and diplomas. You can register your documents by calling the customer service representative at 1-877-493-6273, 24 hours a day, 7 days a week

### **Personal Property Registration**

Registering your personal property is another way to protect yourself from loss or theft. This benefit enables you to register certain pieces of personal property including, but not limited to, such items as appliances and automobiles. Just as with your cards and important documents, you can register your property by calling the customer service representative at 1-877-493-6273, 24 hours a day, 7 days a week

### **Address Change Notification**

Notifying your friends, contacts or magazine subscriptions when your address changes is easy. You can download the Address Change Notification form located at [Discovernetwork.com/debit](http://Discovernetwork.com/debit) or call a customer service representative at 1-877-493-6273, 24 hours a day, 7 days a week and update your information. Tell us at least four weeks ahead of time where and when you'll be moving.

*Note: we will only notify all credit card issuers, major magazines and up to five relatives and friends of the change of address.*

### **Obtaining Card and Document Registration Services**

To register your cards, documents or personal property or to report a lost card, please call a customer service representative at 1-877-493-6273.

### **Travel Assurance Services**

#### **Emergency Cash Advance\*\***

You do not have to worry about getting cash if your Discover Debit Card is lost or stolen. If you are at least 100 miles from home and have available credit on a designated bank credit or debit card, you have access to emergency cash. Just call a

customer service representative at 1-877-493-6273, 24 hours a day, 7 days a week, who will talk you through the process and arrange to wire you the emergency cash.

*\*\*Emergency cash is charged as a cash advance to your designated credit card account and is subject to that account's finance rates.*

### **Emergency Airline Ticket\*\*\***

A lost or stolen card will not prevent you from booking a plane ticket for business or personal travel if an emergency situation arises. If you are at least 100 miles from home, have available credit on a designated bank credit or debit card and your Discover Debit Card has been lost or stolen, a customer service representative can arrange approval for a prepaid one-way emergency plane ticket home. Just call a customer service representative at 1-877-493-6273, 24 hours a day, 7 days a week, who will take you through the approval process. The airline ticket is charged as a purchase to your credit or debit card account and is subject to that account's finance rates.

*\*\*\*Emergency airline tickets are charged as a purchase to your credit card account and is subject to that account's finance rates.*

### **Obtaining Travel Assurance Services**

In order to take advantage of the Lost Key/Lost Luggage Service or to obtain an Emergency Cash Advance or Emergency Airline Ticket, please call a customer service representative at 1-877-493-6273, 24 hours a day, 7 days a week.

### **Lowest Price Purchase Guarantee**

This benefit reimburses you for the cost difference between the original purchase price of a covered item purchased in full with your eligible Discover Debit Card and the subsequent lower price when your eligible purchases are found at any store for a lower price. Coverage applies when the identical item is found at a lower price, at any store, within 60 days after the original purchase date.

### **Automatic Enrollment of Purchases**

You are automatically enrolled whenever your Discover Debit Card is used for the entire purchase price of a covered Item. No registration of the covered purchase is necessary.

### **Eligible Items for This Benefit**

Most new non-commercial retail products that are purchased in full with an eligible Discover Debit Card are eligible for this benefit.

## **Exclusions**

The Price Protection program applies only to items purchased and advertised in the United States, or its territories, including Puerto Rico. No benefits will be provided in the event of fraud. In the event that a Card member subsequently returns an item that was covered by Price Protection, Discover reserves the right to charge back the amount of the corresponding Price Protection claim amount.

### **It does not cover any of the following:**

1. Any services including, but not limited to, maintenance or professional advice
2. Any used, rebuilt, remanufactured or second-hand items
3. Consumable and perishable items including, but not limited to, food, fuel, oil, household products and cosmetics
4. Travelers checks, tickets of any kind, jewelry, art objects, negotiable instruments, bullion, rare or precious coins or stamps, antiques, cash or its equivalent
5. Motorized vehicles and their parts including, but not limited to, boats, airplanes, automobiles, trucks and motorcycles; and their parts and accessories including but not limited to tires and batteries
6. Floor models, demonstrator models and one-of-a-kind items
7. Live animals and live plants
8. Negotiated sales, one-of-a-kind sales, cash-only sales
9. Close-out/liquidation/going-out-of-business sales but only as they relate to a business (not a particular item) going out of business
10. Employee discounts
11. Items purchased and/or advertised as price quotes or bids from an Internet auction site
12. Computer components including but not limited to external and internal hard drives, CPUs, power supplies, batteries, DVDs, video cassettes, CDs, audio cassettes, printed materials, or any other informational and recreational media
13. Items purchased and/or advertised as buy-one-get-one-free, or where the advertised/purchase price includes free offers or includes a bonus offer
14. Digital downloads including, but not limited to, music, movies, books, mobile apps and eCertificates
15. Gift cards
16. Special discounts offered through a specific retailer membership or rewards program
17. Price differences involving manufacturer or merchant rebates
18. Purchase transactions involving refunds, exchanges, trade-ins, layaways, gift cards, or store credits
19. Travel and travel-related services.

## **Benefit Level**

There is a per-item limit of \$250 and an annual program payment limit of \$1,000 per account. Coverage is limited to three of an identical item with a limit of one refund per eligible item. Payment is made net of any applicable taxes, storage, shipping, handling and postage charges.

## **Filing a Claim**

If within 60 days after the original purchase date you find the item at a lower price, at any store, these simple steps should be followed to file a claim:

1. Within 90 days of the original purchase date, Claims Administration should be called to request a claim form. The toll-free number, 1-877-493-6273, is available 8 AM–8 PM Monday through Friday (ET).
2. Copies of required information include, but are not limited to, the following:
  - The eligible card receipt for the entire purchase price.
  - The sales receipt indicating the date, the store, the item and the amount of purchase.
  - Either a copy of the dated, printed, lower-price ad or a statement signed by the store manager on store stationery documenting the details of the lower price of the identical item.
3. The claim form must be mailed to: Claims Administration, PO Box 6175, Westerville, OH 43086-6175 with all necessary documentation and must be postmarked within 30 days of the request for the claim form.
4. Any additional documentation requested must be received within 60 days of the request for such information in order for the claim to remain eligible for payment.
5. Upon receipt of the completed claim form with all required documentation, one of the following will be mailed to you within 15 business days:
  - A check for the claim amount.
  - A request for additional information.
  - A claim denial letter.

## **Program Provisions**

The Card and Document Registration Services, Travel Assurance Services, Lowest Purchase Price Guarantee benefits are provided by Affinion Loyalty Group ("ALG"), PO Box 5723, Glen Allen, VA 23058-5723, 1-800-735-1408. The benefits apply to you, your spouse and your dependent children residing in your household. Any or all of the benefits are or may be provided by one or more independent third party service provider(s). ALG reserves the right to change the terms and conditions of the Service at any time. These benefits do not apply if Discover Debit card privileges have been suspended or cancelled. However, benefits will still apply for items commenced prior to



the date that the card account is suspended or cancelled provided all other terms and conditions of coverage are met. These benefits apply only to cardmember whose cards are issued by U.S. financial institutions. Final Legal Disclosure Virginia Surety Company, Inc. 175 W. Jackson Blvd., Chicago, IL 60604.

This Final Legal Disclosure is not, by itself, a policy or contract of insurance or other contract. Benefits are purchased and provided free to you, but non-insurance services may have associated costs which will be your responsibility (for example: legal referrals are free, but the lawyer's fee is your responsibility). ID Theft coverage is provided under a Group Policy of insurance issued by Virginia Surety Company, Inc. This Final Legal Disclosure is intended as a summary of benefits provided to you. The attached Key Terms and EOC and all the information about the insurance benefits listed in this Final Legal Disclosure is governed by the conditions, limitations and exclusions of the Group Policy.

Privacy Notice: As the insurer of the covered card coverage described herein, Virginia Surety Company, Inc. ("VSC") collects personal information about you from the following sources: information the insurer gathers from you, from your request for insurance coverage or other forms you furnish to the insurer such as your name, address, telephone number and information about your transactions with the insurer such as claims made and benefits paid. The insurer may disclose all information it collects, as described above, to companies that perform administrative or other services on our behalf solely in connection with the insurance coverage you have received. The insurer does not disclose any personal information about former insured to anyone, except as required by law. The insurer restricts access to personal information about you to those employees who need to know that information in order to provide coverage to you. The insurer maintains physical, electronic and procedural safeguards that comply with federal regulations to guard your personal information. Should you have any questions about the insurance procedures or the information contained within your file, please contact the insurer by writing to:

Compliance Department  
Virginia Surety Company, Inc.  
175 West Jackson Blvd.  
Chicago, IL 60604

Effective date of benefits 5/2015 this Final Legal Disclosure replaces all prior disclosures, program descriptions, advertising and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

Cancellation: The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all cardholders. If the Policyholder does cancel these benefits, you will be notified at least sixty (60) days in advance. If the insurance company terminates, cancels or chooses not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation or non-renewal subject to the terms and conditions of coverage.

Benefits to you: These benefits apply only to the cardholder whose cards are issued by U.S. financial institutions. The United States is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam and the U.S. Virgin Islands. No person or entity other than the cardholder shall have any legal or equitable right, remedy or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

Transfer of rights or benefits: No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim administrator for these benefits.

### Account and Billing Information

Please contact the financial institution that issued your card for any questions or concerns regarding your account, such as account balance, billing inquiries or merchant disputes. You can find this contact information on the back of your Discover Debit Card.

This Guide is intended as a summary of benefits and in case of a conflict between the Guide and master policies or actual offerings, such master policies or actual offerings shall control.

