



BBVA

# ClearBenefits Enrollment Kit

# Roadside Assistance Services

## Benefit Summary

Once you have been a ClearBenefits member for 30 days, you are eligible for 3 paid services per year with a maximum benefit of \$100 per service. NOTE: Only one (1) service per seventy-two hours.

## How to Use this Benefit

**To Request Roadside Assistance: Call 855-480-2728**

Be sure to provide the service representative with the member ID # from your membership card.

## Benefit Details

These roadside assistance services are provided as part of your ClearBenefits Membership and are administered by The Nation Motor Club, LLC. These services are activated and available for use on the one-month anniversary date of membership and for as long as your Membership is in force thereafter. Roadside assistance services are available 24 hours per day, 7 days per week in the United States, Canada, and Puerto Rico.

Your membership includes three (3) emergency roadside and/or towing services per year and covers the primary member, legal spouse and dependent children up to age 21 living in the same residence. Each service delivered counts as one (1) service. Services provided at the Member's expense are not counted as a service delivery. Emergency roadside assistance is designed for the member whose vehicle has an emergency condition and should not be construed as a repair or maintenance service. (Nation Motor Club, LLC. is not responsible for any damage caused by any service station or towing service.)

- Vehicle Towing Service: If your vehicle cannot be started or will not operate under its own power without causing damage, your vehicle will be towed to your preferred destination. Towing is provided for up to \$100 per occurrence at no charge to member. One tow per disablement permitted. (Additional accommodations or services may be arranged at your request and expense.)
- Flat Tire Service: If your tire becomes flat or disabled, resulting in the immobilization of your vehicle, we will coordinate the installation of your inflated spare. If you have no spare or if your spare is flat, no reimbursement is available for the cost of tire repair or the second service call to return the repaired tire to the disabled vehicle.
- Lockout Service: If you are locked out of your vehicle, the Plan will dispatch service by a professional locksmith or appropriate professional to open the car.
- Emergency Fuel or Essential Fluids Delivery Service: We will deliver gasoline, water, oil, or any supplies necessary to get your car back on the road. (Member pays only for the cost of the fluid or supplies requested.)
- Battery Boost Services: If your vehicle won't start due to loss of battery charge, minor emergency mechanical adjustments and battery boost will be attempted at the point of disablement.

*Benefits of the ClearBenefits Program are available to U.S. residents only.*

*Roadside Assistance Service is activated and available for use after 30 days of active membership.*

*All services and benefits are administered through Nation Motor Club, LLC administrative offices: 800 Yamato Road, Suite 100, Boca Raton, FL 33431.*

- *Arizona, Arkansas, Hawaii, Louisiana, Massachusetts, Nevada, Tennessee, Texas. Virginia and Washington members, services are provided by Nation Motor Club, LLC dba Nation Safe Drivers.*
- *For California members, services are provided by Nation Motor Club, LLC California Motor Club Permit #5157-3.*
- *For Alabama, Alaska, and Utah members, services are provided by Nation Safe Drivers Services, Inc.*

# Cell Phone Protection

## Benefit Summary

ClearBenefits provides added damage and theft protection for your cell phone. As long as you pay for your monthly cell phone account bill with the BBVA checking account associated with your ClearBenefits enrollment, you and up to two additional lines listed on your cellular provider's monthly billing statement will be provided with up to \$200 of damage or theft protection. You will receive no more than the purchase price, less a \$50 co-payment, as recorded on your submitted receipt. You are able to make up to two (2) claims per twelve (12) month period.

## How to Use this Benefit

**Call the Benefits Administrator at (855) 201-2856 within sixty (60) days of damage or theft to file a claim.**

The Benefit Administrator representative will ask for some preliminary claim information and will send you the appropriate claim form. This claim form must be completed, signed, and returned with all the requested documentation within ninety(90) days from the date of damage or theft of the eligible Cellular Wireless Telephone or your claim may be denied. Please refer to Benefit Details for more details on the Cell Phone Protection benefit and how to file a claim.

## Benefit Details

Subject to the terms and conditions provided here, Cellular Telephone Protection will reimburse the enrolled accountholder (the "Accountholder", also referred to as "You" or "Your") for damage to or theft of eligible Cellular Wireless Telephones. Eligible Cellular Wireless Telephones are the primary line and up to the first two secondary, additional, or supplemental lines as listed on Your cellular provider's monthly billing statement for the billing cycle preceding the month in which the theft or damage occurred. Cellular Telephone Protection is subject to a fifty-dollar (\$50.00) co-payment per claim and a maximum of two (2) claims per twelve (12) month period. The maximum benefit limit is \$200.00 per claim and \$400.00 per twelve (12) month period.

To be eligible for Cellular Telephone Protection, You must be an accountholder enrolled in ClearBenefits and must pay Your monthly Cellular Wireless Telephone bills using Your eligible account. Only Cellular Wireless Telephones purchased by the accountholder will be covered.

Your Cellular Telephone Protection begins the first day of the calendar month following the payment of the Cellular Wireless Telephone bill using an eligible account. If the accountholder fails to make a Cellular Wireless Telephone bill payment in a particular month, the Cellular Telephone Protection is suspended. Provided the Cellular Telephone Protection continues to be offered, the benefit will resume on the first day of the calendar month following the date of any future Cellular Wireless Telephone bill payment with the eligible account.

Cellular Telephone Protection is supplemental to, and excess of, valid and collectible insurance or indemnity (including, but not limited to, Cellular Wireless Telephone insurance programs, homeowner's, renter's, automobile, or employer's insurance policies).

## What Is Needed to File a Claim

- The completed signed claim form
- A copy of Your cellular wireless service provider billing statement demonstrating that the entire monthly payment for the cellular wireless phone bill was made the month prior to the date of damage or theft and has been paid with the eligible account.
- If Your cellular wireless service provider's billing statement doesn't show payment with the eligible card, a copy of Your monthly billing statement that corresponds with the above cellular wireless phone monthly billing statement
- A copy of the device summary page from Your cellular wireless phone bill or other sufficient proof of the claimed cell phone model linked to Your cell phone account [Eligible cell phones include the primary line and up to the first two (2) secondary lines based on the order in which the line was activated by the cellular wireless provider].
- If the claim is due to theft or criminal action, a copy of the police report filed within forty-eight (48) hours of the event
- Based on the details of the claim, the Benefits Administrator may request additional verification including:

- An itemized repair estimate from an authorized cell phone repair facility
- The damaged cell phone, for evaluation of its damage
- An itemized store receipt for the replacement cell phone
- Documentation (if available) of any other claim settlement such as Your cellular wireless provider or manufacturer's insurance settlement (if applicable)
- Any other documentation deemed necessary in the Benefits Administrator's sole discretion, to substantiate Your claim. All claims must be fully substantiated as to the time, place, cause, and purchase price of the cell phone.

## How You Will be Reimbursed

Depending on the nature and circumstances of the damage or theft, the Benefit Administrator, at its sole discretion, may choose to repair or replace the Cellular Wireless Telephone or reimburse the accountholder for the lesser of a) \$200.00 excess of the fifty-dollar (\$50.00) co-payment; or b) 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 Wireless Telephone service provider, less the fifty-dollar (\$50.00) copayment.

## Exclusions

- Cellular Wireless Telephone accessories other than standard battery and/or standard antenna provided by the manufacturer.
- Cellular Wireless Telephones purchased for resale, professional, or commercial use.
- Cellular Wireless Telephones that are lost or "mysteriously disappear." "Mysterious disappearance" means the vanishing of an item in an unexplained manner where there is absence of evidence of a wrongful act by a person or persons.
- Cellular Wireless Telephones under the care and control of a common carrier (including, but not limited to, U.S. Postal Service, airplanes, or delivery service).
- Cellular Wireless Telephones stolen from baggage unless hand-carried and under Your personal supervision, or under the supervision of Your traveling companion who is previously known to You.
- Cellular Wireless Telephones stolen from a construction site.
- Cellular Wireless Telephones which have been rented, leased, borrowed or Cellular Wireless Telephones that are received as part of a pre-paid plan or "pay as you go" type plans.
- 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.
- Damage or theft resulting from abuse, intentional acts, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion, or insurrection), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects or vermin.
- Damage or theft resulting from misdelivery or voluntary parting with the Cellular Wireless Telephone.
- Replacement Cellular Wireless Telephone not purchased from a cellular service provider's retail or Internet store (or authorized reseller).
- Taxes, delivery and transportation charges, and any fees associated with the cellular service provider.

*This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.*

### *Additional Provisions for Cell Telephone Protection:*

*(1) This protection provides benefits only to You, an eligible accountholder. Coverage is divided equally on joint accounts. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to the Cellular Wireless Telephone from damage or theft. This provision will not be applied unreasonably to avoid claims. (2) If You make any claim knowing it to be false or fraudulent in any respect including, but not limited to, the cost of repair services, no coverage shall exist for such claim and the Cellular Telephone Protection benefit may be canceled. Each accountholder 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. (3) Once You report an occurrence of damage or theft, a claim file will be opened and shall remain open for six (6) months from the date of the damage or theft. No payment will be made on a claim that is not completely substantiated in the manner required by the Benefit Administrator within six (6) months of the date*

*of damage or theft. (4) 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 payment made to You. You must give all assistance as may be reasonably necessary to secure all rights and remedies. (5) No legal action for a claim may be brought against the provider until sixty (60) days after the Benefit Administrator receives all necessary documentation needed to substantiate damage or theft. 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 benefit. Further, no legal action may be brought against the provider unless the terms and conditions outlined here have been complied with fully. (6) Modifications to the terms and conditions may be provided via additional mailings. The benefit described here will not apply to accountholders whose accounts have been suspended, canceled, closed, delinquent, or otherwise in default.*

*Benefits of the ClearBenefits Program are available to U.S. residents only and not available to resident of New York. This coverage is underwritten by Indemnity Insurance Company of North America. Your eligibility is determined by the date your financial institution enrolled your account in the benefit*

# Identity Theft Protection

## Benefit Summary

If you become the victim of identity theft while enrolled in ClearBenefits, your identity and any related credit accounts will be restored to pre-theft status while Identity Theft Insurance can help offset some of the cost of restoring your identity to its original status. And if you lose your wallet, the Lost Wallet service can help you quickly cancel or replace lost items.

## How to Use This Benefit:

**If you believe you are a victim of Identity Theft or need to file an Identity Theft claim, contact the administrator at 877-813-1263.**

## Benefit Details: Identity Theft Restoration

Upon notification of an identity theft incident, Privacy Advocates will act on your behalf as a dedicated case manager to:

- Investigate and confirm the fraudulent activity, including known, unknown and potentially complicated additional sources of identity theft.
- Complete and mail customized, pre-populated, state specific "Fraud Packet" via certified mail with pre-paid return instructions.
- Place phone calls, send electronic notifications, and prepare appropriate documentation on your behalf, including dispute letters for defensible complaints to any and all appropriate state agencies and financial institutions.
- Issue fraud alerts and victim statements when necessary, with the three consumer credit reporting agencies, the FTC, SSA, and U.S. Postal Service.
- Submit Special Limited Power of Attorney and ID Theft Affidavit to involved creditors for card cancellation and new card issuance.
- Contact, follow up and escalate issues with affected agencies, creditors, financial institutions, to reinforce member's rights.
- Assist you in notifying local law enforcement authorities to file the appropriate official reports.
- Utilize real time access to public records reports including DMV, criminal, address changes, liens, and judgments for further investigation where applicable.
- Provide peace of mind and resolution of key issues from start to finish as swiftly as possible.
- Provide you with a "Case Completion Kit", including copies of documentation, correspondence, forms and letters for their personal records.

## Benefit Details: Loss Wallet

Lost Wallet service helps you quickly cancel and replace all items commonly carried in wallets and purses, including credit cards, debit cards, check books, driver's license, Social Security cards, insurance cards, passports, military identification cards and even traveler's checks.

## Benefit Details: Identity Theft Insurance

You will also receive up to \$1,000,000 (\$1MM) worth of identity theft insurance coverage underwritten by a nationally recognized Insurance Carrier with an "A" or better AM Best Rating. This coverage will help offset some of the cost of restoring your identity to its original status including:

- Lost wages: \$500.00 per week, for 4 weeks maximum
- Re-filing of loans
- Defense cost for certain civil & criminal law suits
- Reimbursement of fees: Reasonable and necessary costs incurred in the United States by the insured for:
  - a. Re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of a stolen identity incident
  - b. Notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the insured's efforts to report a stolen identity incident and/or amend or rectify records as to the insured's true name or identity as a result of a stolen identity event
  - c. Up to six credit reports from established credit bureaus (with no more than two reports from any one credit bureau) dated within 12 months after the insured's discovery of a stolen identity incident.

*Benefits of the ClearBenefits Program are available to U.S. residents only.*

*Identity Theft Insurance: Policy Number: PFI 1000002*

# \$10,000 Accidental Death & Dismemberment Insurance

## Benefit Summary

As a ClearBenefits member, you are automatically covered with Accidental Death & Dismemberment Insurance for a benefit amount of \$10,000 24 hours a day, 365 days a year while on business or pleasure\*. You would receive a cash payment should you suffer a covered injury, and your beneficiary would receive the full \$10,000 should you lose your life in an accident.\*

## How to Use This Benefit:

To obtain a claim form, contact the Claim Administrator, Broadspire, a Crawford Company at 855-830-3719. Broadspire, a Crawford Company, P.O. Box 459084, Sunrise, FL 33345

*\*Subject to the terms and conditions of this policy. Benefits of the ClearBenefits Program are available to U.S. residents only.*

## BENEFIT DETAILS

Accident Insurance Underwritten by:  
Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies  
202 Hall's Mill Road, PO Box 1615  
Whitehouse Station, NJ 08889-1615

## IMPORTANT NOTICE - PLEASE READ THIS DESCRIPTION OF COVERAGE CAREFULLY

As a handy reference guide, please read this document 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, 9907-52-97.

## POLICY INFORMATION

POLICYHOLDER: BBVA USA Bancshares, Inc.  
GROUP POLICY NO.: 9907-52-97

## MEMBER ELIGIBILITY

**Eligibility** - All checking account holders of the policy holder, who are the primary account holder, who have purchased the BBVA ClearBenefits bundle as on file with the plan administrator.

**Date Insurance Takes Effect** - Insurance becomes effective on the latest of: 1) the effective date of the group policy, 2) the date on which an Insured Person first meets the eligibility criteria, or 3) the beginning of the period for which required premium is paid.

**Date Insurance Ends** - Insurance will end at the earliest of: 1) the date the group policy ends, 2) the end of the period for which required premium has been paid for an Insured Person's insurance, or 3) the date on which an Insured Person ceases to meet the eligibility criteria.

## BENEFITS

We will pay the applicable Benefit Amount if an Accident results in a covered Loss not otherwise excluded. The Accident must occur while the Insured Person is insured under this policy, while it is in force. The covered Loss must occur within one year after the Accident.

**Accidental Death and Dismemberment Benefit:** Insured Persons are covered for a Benefit Amount of \$10,000 24 hours a day, 365 days a year, while on business or pleasure.

**100% of the Benefit Amount is payable for Accidental: loss of life;** loss of speech and loss of hearing; loss of speech and one of: loss of hand, foot or sight of one eye; loss of hearing and one of: loss of hand, foot or sight of one eye; loss of both hands, both feet, loss of sight or any combination thereof. 50% of the Benefit Amount is payable for Accidental: loss of hand, foot or sight of one eye (any one of each); loss of speech or loss of hearing. 25% of the Benefit Amount is payable for Accidental: loss of thumb and index finger of the same hand.

If an Insured Person suffers multiple Losses as the result of one Accident, then We will only pay the single largest Benefit Amount applicable to all such Losses.

## EXTENSIONS OF INSURANCE

Extensions of Insurance are subject to the provisions of the policy, and all other policy terms and conditions.

**Disappearance** - If an **Insured Person** has not been found within one (1) year of the disappearance, stranding, sinking, or wrecking of any Conveyance in which an Insured Person was an occupant at the time of the **Accident**, then it will be assumed, subject to all other terms and conditions of this policy, that an Insured Person has suffered Loss of Life insured under this policy.

**Exposure** - If an **Accident** resulting from an insured hazard causes an Insured Person to be unavoidably exposed to the elements and as a result of such exposure an **Insured Person** has a Loss, then such Loss will be insured under this policy.

## EXCLUSIONS

Insurance does not apply to any Accident, Accidental Bodily Injury or Loss when the United States of America has imposed any trade sanctions prohibiting the insurance, or there is any other legal prohibition against providing the insurance. In addition no benefits will be paid for any Accident, Accidental Bodily Injury or Loss caused by or resulting from any of the following: 1) an Insured Person being in, entering, or exiting any aircraft: a) owned, leased or operated by the Policyholder or on the Policyholder's behalf; or b) operated by an employee of the Policyholder on the Policyholder's behalf; 2) an Insured Person riding as a passenger in, entering, or exiting any aircraft while acting or training as a pilot or crew member (This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency); 3) an Insured Person's emotional trauma, mental or physical



illness, disease, normal pregnancy, normal childbirth or elective abortion, bacterial or viral infection, bodily malfunctions or medical or surgical treatment thereof (This exclusion doesn't apply to bacterial infection caused by an Accident or by Accidental consumption of a substance contaminated by bacteria); 4) an Insured Person's commission or attempted commission of any illegal act including but not limited to any felony; 5) any occurrence while an Insured Person is incarcerated after conviction; 6) an Insured Person being intoxicated, at the time of an Accident. Intoxication is defined by the laws of the jurisdiction where such Accident occurs 7) an Insured Person being under the influence of any narcotic or other controlled substance at the time of an Accident. This exclusion does not apply if any narcotic or other controlled substance is taken and used as prescribed by a Physician; 8) an Insured Person participating in military action while in active military service with the armed forces of any country or established international authority (This exclusion does not apply to the first 60 consecutive days of active military service with the armed forces of any country or established international authority); 9) an Insured Person traveling or flying on any flight on a rocket propelled or rocket launched aircraft or on any flight which requires a special permit or waiver from a governmental authority having jurisdiction over civil aviation, whether or not such permit or waiver is granted; 10) an Insured Person's suicide, attempted suicide or intentionally self-inflicted injury; 11) a declared or undeclared War.

## DEFINITIONS

**Accident** or **Accidental** means a sudden, unforeseen, and unexpected event which: 1) happens by chance; 2) arises from a source external to an Insured Person; 3) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof; 4) occurs while the Insured Person is insured under this policy which is in force; and 5) is the direct cause of loss. **Accidental Bodily Injury** means bodily injury, which is: 1) Accidental; 2) the direct cause of a loss; and 3) occurs while an Insured Person is insured under this policy, which is in force. Accidental Bodily Injury does not include conditions caused by repetitive motion injuries, or cumulative trauma not a result of an Accident, including, but not limited to: 1) Osgood-Schlatter's Disease; 2) bursitis; 3) Chondromalacia; 4) shin splints; 5) stress fractures; 6) tendinitis; and 7) Carpal Tunnel Syndrome. **Benefit Amount** means the amount stated which applies: 1) at the time of an Accident; 2) to an Insured Person; and 3) for an applicable Hazard. **Dependent Child** means a Primary Insured Person's unmarried child from the moment of birth, including a natural child, grandchild, stepchild or adopted child from the date of placement with a Primary Insured Person. The Dependent Child must be primarily dependent upon such Primary Insured Person for maintenance and support, and must be: 1) under the age of nineteen (19); 2) under the age of twenty-five (25) if enrolled as a full-time student at an Institution of Higher Learning; or 3) classified as an Incapacitated Dependent Child. **Hospital** means a public or private institution which: 1) is licensed in accordance with the laws of the jurisdiction where it is located; 2) is accredited by the Joint Commission on Accreditation of Hospitals; 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients; 4) provides organized facilities for diagnosis and medical or surgical treatment; 5) provides twenty-four (24) hour nursing care; 6) has a Physician or staff of Physicians; and 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts. **Immediate Family Member** means an Insured Person's: 1) Spouse or Domestic Partner; 2) children including adopted children or stepchildren; 3) legal guardians or wards; 4) siblings or siblings-in-law; 5) parents or parents-in-law; 6) grandparents or grandchildren; 7) aunts or uncles; 8) nieces and nephews. Immediate Family Member also means a Spouse's or Domestic Partner's children, including adopted children or stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews. **Incapacitated Dependent Child** means a child who, as a result of being mentally or physically challenged, is permanently incapable of self-support and permanently dependent on a Primary Insured Person for support and maintenance. The incapacity must have occurred while the child was: 1) under the age of nineteen (19); or 2) under the age of twenty-five (25) if enrolled as a full-time student at an Institution of Higher Learning. **Institution of Higher Learning** means any accredited public or private college, university, professional trade or vocational school beyond the twelfth (12th) grade. **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. **Loss** means Accidental: Loss of Foot; Loss of Hand; Loss of Hearing; Loss of Life; Loss of Sight; Loss of Sight of One Eye; Loss of Speech; Loss of Thumb and Index Finger; Loss must occur within one (1) year after the Accident. **Loss of Foot** means the complete severance of a foot through or above the ankle joint. We will consider such severance a Loss of Foot even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation. **Loss of Hand** means complete severance, as determined by a Physician, of at least four fingers at or above the metacarpal phalangeal joint on the same hand or at least three fingers and the thumb on the same hand. We will consider such severance a Loss of Hand even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation. **Loss of Hearing** means permanent, irrecoverable and total deafness, as determined by a Physician, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a Physician. **Loss of Life** means death, including clinical death, as determined by the local governing medical authority where such death occurs within 365 days after an Accident. **Loss of Sight** means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a Physician. **Loss of Sight of One Eye** means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a Physician. **Loss of Speech** means the permanent, irrecoverable and total Loss of the capability of speech without the aid of mechanical devices, as determined by a Physician. **Loss of Thumb and Index Finger** means complete severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a Physician. We will consider such severance a Loss of Thumb and Index Finger even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation. **Operated Aircraft** means any aircraft not owned by the Policyholder but over which the Policyholder exercises control. Operated Aircraft includes an aircraft for which the Policyholder pays operating expenses. **Owned Aircraft** means any aircraft to which the Policyholder holds legal or equitable title. **Proof of Loss** means written evidence acceptable to Us that an Accident, Accidental Bodily Injury or Loss has occurred. **Physician** means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. Physician does not include 1) an Insured Person or 2) an Immediate Family Member. **Policyholder** means BBVA USA Bancshares, Inc. **Spouse** means an Insured Person's husband or wife or who is recognized as such by the laws of the jurisdiction in which the Primary Insured Person resides. **War** means: 1) hostilities following a formal declaration of War by a governmental authority; 2) in the absence of a formal declaration of War by a governmental authority armed, open and continuous hostilities between two countries; or 3) armed, open and continuous hostilities between two factions, each in control of territory, or claiming jurisdiction over the geographic area of hostility. **We, Us and Our** means Federal Insurance Company.

## BENEFICIARY

The Loss of Life benefit will be paid to the beneficiary designated by the Insured Person. If no such designation has been made, the benefit will be paid to the first surviving party in the following order: a) the Insured Person's spouse or domestic partner, b) in equal shares to the Insured Person's children, c) in equal shares to the Insured Person's parents, d) in equal shares to the Insured Person's brothers and sisters, e) the Insured Person's estate. All other benefits will be paid to the Insured Person or the Insured Person's designee, or unless otherwise noted.

## CLAIM PROVISIONS

**Claim Notice:** Written Claim Notice must be given to Us or any of Our brokers or appointed agents within 20 days after the occurrence or commencement of any Loss covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the Insured Person and Policyholder. Failure to give Claim Notice within 20 days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible. **Claim Forms:** When We receive notice of a claim, We will send the Insured Person or the Insured Person's designee, within 15 days, forms for giving Proof of Loss to Us. If the Insured Person or the Insured Person's designee does not receive the forms, then the Insured Person or an Insured Person's designee should send Us a written description of the Loss. This written description should include information detailing the occurrence, type and extent of the Loss for which the claim is made. **Claim Proof of Loss:** Complete Proof of Loss must be given to Us within 90 days after the date of Loss, or as soon as reasonably possible.



Failure to give complete Proof of Loss within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible, and in no event later than one year after the deadline to submit complete Proof of Loss, except in cases where the claimant lacks legal capacity. **Claim Payment:** For benefits payable involving disability, We will pay the Insured Person the applicable Benefit Amount no less frequently than monthly during the period for which We are liable. All payments by Us are subject to receipt of complete Proof of Loss. For all benefits payable under this policy except those for disability, We will pay the Insured Person or beneficiary the applicable Benefit Amount within forty-five (45) days after We receive complete Proof of Loss if the Insured Person, the Policyholder and beneficiary, where applicable, have complied with all the terms of this policy. If payment is not made within forty-five (45) days after We receive complete Proof of Loss, the applicable Benefit Amount will be increased by one and one half percent (1 1/2%) simple interest per month until payment is made. If We fail to pay the applicable Benefit Amount within forty-five (45) days after We receive complete Proof of Loss, then an Insured Person or beneficiary may bring action to recover the Benefit Amount due, interest which may accrue, and any other charges.

**How To File A Claim**

To obtain a claim form contact the Claim Administrator, Broadspire, a Crawford Company, P.O. Box 459084, Sunrise, FL 33345. Phone: 855-830-3719.

**Policy Administrator**

IMAC, 275 Turnpike Street. Suite 300. Canton, MA 02021

**The following applies to all insurance components of the ClearBenefits Plan**

**Insurance Products are:**

NOT A DEPOSIT	NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY
NOT FDIC-INSURED	NOT GUARANTEED BY THE BANK