



Truth-In-Savings Disclosure Berkshire Direct Checking

Rate Information – The interest rate and Annual Percentage Yield for your account depend upon the applicable rate tier. Your interest rate and Annual Percentage Yield may change based on account activity.

Current Berkshire Direct Checking Rates:

	Combined Monthly Direct Deposit OR Average Monthly Balance	Annual Percentage Yield (APY)	Interest Rate
Tier 1	\$0.01 - \$2,999.99 Combined Monthly Direct Deposit OR \$0.01 - \$4,999.99 Average Monthly Balance	0.00%	0.00%
Tier 2*	\$3,000.00 - \$7,499.99 Combined Monthly Direct Deposit OR \$5,000.00 - \$49,999.99 Average Monthly Balance	0.00%	0.00%
Tier 3	\$7,500.00 & above Combined Monthly Direct Deposit OR \$50,000.00 & above Average Monthly Balance	1.00%	1.00%

Frequency of rate changes - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Minimum balance to open the account - You must deposit \$1,000.00 to open this account.

Minimum balance to obtain the Annual Percentage Yield disclosed – To obtain the disclosed Annual Percentage Yield you must maintain one of the following requirements:

- A minimum combined monthly direct deposit amount of \$7,500.00 in your Berkshire Direct Checking account; **OR**
- An average monthly balance of \$50,000.00 in your Berkshire Direct Checking account each monthly statement cycle.

Minimum balance to avoid imposition of fees [Tier 2*] - A maintenance fee of \$35.00 will be imposed every statement cycle unless you maintain one of the following requirements:

- A combined monthly direct deposit amount of \$3,000.00 or more in your Berkshire Direct Checking account; **OR**
- An average monthly balance of \$5,000.00 or more in your Berkshire Direct Checking account each monthly statement cycle.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on non-cash deposits - Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Additional Features:

- Identity Theft Protection
- Free basic wallet style checks
- No incoming wire fees for domestic or international transfers
- No Overdraft Protection Transfer Fees when linked to any Berkshire Bank savings or money market account (client must enroll)
- All non-Berkshire Bank ATM Inquiry and withdrawal fees waived
- Refund ATM Surcharge fees per statement cycle. Your surcharge (non-Berkshire Bank ATM fee) credits may be reportable to the IRS on Form 1099-MISC

Additional Fees - Additional fees that may be imposed in connection with this account are listed on the Consumer Account Related Fee Schedule.



Berkshire Direct Checking Information

The enclosures outline your identity theft protection services. These valuable services, including fully managed identity fraud research, remediation and recovery, are available for you to use if you experience or suspect identity fraud – even if it is not connected to your account with our financial institution. (Please refer to Terms and Conditions or visit our website for details.) Additionally, you will have access to lost document replacement services and up to \$25,000 in Identity Theft Expense Reimbursement Insurance¹, should you incur any out of pocket expenses during the identity recovery process. Plus, owning a Berkshire Direct Checking account provides you with an entitlement to credit monitoring with daily alerts of any changes to your credit file which may signal identity theft. The entitlement is applicable to eligible individuals age 18 and older who have a valid credit file.

Please take a moment to review the enclosed materials that explain the benefits of these identity fraud recovery services in greater detail. Access to identity fraud remediation and recovery programs have been deemed an important, essential service for consumers. Rest assured that Berkshire Bank will be here to help if the unthinkable were to happen and the personal information of you or your family is compromised or stolen.

If you have any questions, please contact any of our financial center locations or our customer support center at 833-BERKBNK (833-237-5265).

¹ Identity Theft Expense Reimbursement Insurance not currently offered to NY residents



Description of the Identity Theft Services

Fully Managed Identity Fraud Research, Remediation and Recovery

If you become a victim or suspect you might be a victim of identity fraud for any reason, simply let us know. You do not have to confirm identity fraud before seeking assistance. We will put you in touch with a professional Recovery Advocate who, depending on your identity fraud incident, will:

- Perform research to determine the extent of the problem, including a review of all three credit reports (if appropriate)
- Assist with the placement of fraud alerts with the three major credit bureaus
- Write letters/ make calls on your behalf to dispute fraudulent information
- Coordinate with government agencies, financial institutions, creditors, etc. to resolve incidents
- Work with law enforcement to help to arrest and prosecute the criminals
- Follow up for 12 months after recovery

This service covers **all types of identity fraud**, even if it is not related to your account(s) with Berkshire Bank! Types of identity fraud covered include: credit/debit card fraud, tax fraud, employment fraud, government documents and benefits fraud, medical fraud, and any other identity fraud recognized by the Federal Trade Commission. Plus, the identity fraud recovery service extends to cover up to **3 generations of your family members!**

Lost Document Replacement

If you have an important document that has been lost, stolen or destroyed as a result of an identity theft incident or information compromise, we can help! Just let us know and we will refer you to a professional Recovery Advocate who will work with you to replace your missing documents, including credit/debit cards, birth certificate, passport, professional licenses, driver's license, etc. Your Recovery Advocate will work with you to contact creditors, cancel the compromised information, and obtain replacement documents.

Identity Theft Expense Reimbursement Insurance – up to \$25,000*

Expense Reimbursement Insurance is available to cover out of pocket expenses incurred during the identity recovery process up to a maximum of \$25,000. Examples of covered expenses include attorneys' fees, costs of additional credit reports, long distance telephone calls, postage and handling fees, fees for notarizing affidavits, and document and filing fees for grants or credit applications rejected as a result of a stolen identity event. Lost wages due to time off from work are also covered.

For a list of complete terms and conditions for the Identity Fraud Recovery services, and to review the Identity Theft Expense Reimbursement Insurance Evidence of Coverage, please visit our website at www.berkshirebank.com.

Entitlement to Credit Monitoring

Owning a Berkshire Direct Checking account provides you with an entitlement to credit monitoring with up to daily alerts of any changes to your credit file which may signal identity theft. The entitlement is applicable to individuals age 18 and older who have a valid credit file. You may choose whether or not you use this entitlement to obtain the credit monitoring service. There is no cost to you for taking advantage of this offer either now or in the future. When you become eligible for this service, you will receive an email from our partner company providing instructions for activation, or you may visit our website at www.berkshirebank.com for more information.

* 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.

LYNDON SOUTHERN INSURANCE COMPANY

[Administrative Office: 100 West Bay Street, Jacksonville, FL 32202]
[(800) 888-2738]

Identity Theft Expense Reimbursement Evidence of Coverage

DEFINITIONS: Throughout this document, “You” and “Your” refer to the individual or Family Member who is a Berkshire Direct Checking accountholder of Berkshire Bank as defined by the terms and conditions for evado|PROTECT PlusSM. The Berkshire Direct Checking account must be active. “We” and “Us” refer to Lyndon Southern Insurance Company. In addition, when in bold certain words and phrases are defined as follows:

- **Administrator** means **SOURCE INTERNATIONAL, INC.** You may contact them if you have questions regarding this coverage or would like to make a claim. They can be reached by phone at **888-663-1536**, mail at ID THEFT, 712B North Pine Avenue, Green Cove Springs, FL 32043, or email at **IDTHEFT@source-intl.com**.
- **Coverage Period** means the period starting on the **Coverage Effective Date**. Coverage will continue for as long as Your Berkshire Direct Checking account is active. (This standing is defined by the terms and conditions for evado|PROTECT PlusSM.) Coverage will stop if You or evado|PROTECT PlusSM cancel Your Berkshire Direct Checking account.
- **Domestic Partner** means an unmarried person in an intimate, committed relationship of mutual caring. They must share responsibility for basic living expenses with You. They must be at least eighteen (18) years old and not currently married and/or committed to another person.
- **Evidence of Coverage (EOC)** means this document. It describes the terms, conditions, and exclusions. The **EOC** is the entire agreement between You and Us. Representations or promises made by anyone that are not contained in this EOC are not a part of Your coverage.
- **Family Member** means spouse or domestic partner or the member and includes dependents under the age of 25 who have the same permanent address. Any handicapped adult living in the same household who requires assistance from the family to manage their affairs, and parents (mother or father) of the member who have the same permanent address as the member, or who are registered in a senior assisted living facility, skilled nursing home, hospice, or who have been deceased for twelve months or less.
- **Identity Theft** means the use of Your name, address, Social Security number (SSN), bank or credit card account number, or other identifying information without Your knowledge to commit fraud or other crimes.
- **Identity Theft Expenses** mean the following:
 - 1) **Legal Expenses:** Reasonable and necessary attorney fees or court costs associated with defending any suit brought against You by merchants, financial institutions or other credit grantors, or their collection agencies, or the removal of any criminal or civil judgment wrongly entered against You as a result of **Identity Theft**;
 - 2) **Lost Wages:** Actual U.S. wages or salary You lose as a direct result of time off work taken by You to report or address the effects of **Identity Theft**;
 - 3) **Miscellaneous:** Loan applications fees, long distance telephone costs, mailing and postage costs, costs of having affidavits or other documents notarized. Costs to purchase up to four (4) credit reports from any of the three major credit bureaus (Experian, Equifax, or TransUnion). The credit reports may be purchased only after the Identity Theft has occurred and for the purpose of correcting inaccuracies that occur as a result of **Identity Theft**.]
- **Coverage Effective Date** means the date You were advised that coverage was effective by Berkshire Bank.

COVERAGE AGREEMENT

We will reimburse You or a **Family Member** for **Identity Theft Expenses** You incur as a result of an **Identity Theft** incident that occurs or was first known to You during the **Coverage Period**. Coverage is secondary to any other applicable insurance or coverage available to You. This **EOC** is not transferable to another person or entity.

LIMITATIONS

Coverage is limited to Your actual **Identity Theft Expenses**, not to exceed a total of \$25,000. Coverage is further limited to

- \$500.00 USD per week, for up to four (4) weeks for Lost Wages.
- There is a limit of one (1) **Identity Theft** incident per twelve (12) month period.

DEDUCTIBLE

There is a \$0.00 USD deductible per claim.

EXCLUSIONS

Coverage does not apply to:

- Any **Identity Theft Expense** not listed in “DEFINITIONS”;
- Any act of theft, 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 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 credit card company, bank, creditor, etc. is legally liable;
- **Identity Theft Expenses** that were incurred or commenced from a known **Identity Theft** incident that occurred prior to the **Coverage Period**;
- Damages or losses of any type resulting from fraudulent charges or withdrawal of cash from a debit or credit card or financial/bank/investment account;
- Any incident involving a loss or potential loss not notified to the relevant police authority within seventy-two (72) hours from the date You had knowledge of the loss;
- Fees or costs associated with the use of any investigative agencies or private investigators.
- **Identity Theft** caused by a family member.

WHAT TO DO IF YOU ARE A VICTIM OF IDENTITY THEFT

- Contact NXG Strategies at 615-823-1311 and select “customer service” for assistance upon discovery of Your **Identity Theft** problem.
- Notify the Administrator within ten (10) days of discovery of Your **Identity Theft** problem.
- Notify the police in Your local jurisdiction within seventy-two (72) hours from the date You had knowledge of the **Identity Theft** loss. Obtain a copy of the police report, if available.

HOW TO FILE A CLAIM

To file a claim, You or a **Family Member** must contact the **Administrator** by phone or email within thirty (30) days of the date of the **Identity Theft**. Otherwise, the claim may be denied. A claim form will be sent to You. The fully completed claim form must be returned to the **Administrator** at ID THEFT, 712B North Pine Avenue, Green Cove Springs, FL 32043 with:

1. Completed and signed claim form.
2. Proof that a fraud alert was placed with each major credit bureau (Experian, Equifax, TransUnion, etc.) immediately after discovery of **Identity Theft**;
3. Copy of the complaint filed with the Federal Trade Commission (FTC);
4. Copy of settlement reached by each party (creditors, collection agency, banks, etc.) involved with Your **Identity Theft** incident;
5. Copy of a police report from Your local jurisdiction;
6. Copy of all receipts, bills or other records that support the **Identity Theft Expenses** incurred by You;
7. Any other documentation that may be reasonably requested to validate a claim.

All these required items, including the claim form, must be postmarked within sixty (60) days of the date of the loss. Otherwise, the claim may be denied.

GENERAL PROVISIONS

Coverage is provided under a Group Policy issued by Lyndon Southern Insurance Company. This **EOC** is a summary of benefits provided to You.

- **Cancellation and Non-Renewal.** MEMBERS LOYALTY TRUST, NXG-Berkshire Bank, or Lyndon Southern Insurance Company can cancel or choose not to renew this coverage upon the expiration of coverage. If this happens, NXG-Berkshire Bank will notify You at least sixty (60) days in advance of the expiration of this coverage. Such notices need not be given if substantially similar replacement coverage takes effect without interruption and is provided by the same insurer. If the Group Policy for this **EOC** is canceled or non-renewed by either MEMBERS LOYALTY TRUST or Lyndon Southern Insurance Company, the coverage benefits will continue to be in force for the period for which premium has already been paid to Lyndon Southern Insurance Company.
- **Claims.** Benefits payable under this **EOC** for any **Identity Theft Expenses** will be paid upon receipt of due proof of the **Identity Theft**, and all required information necessary to support the claim.
- **Misrepresentation and Fraud.** Coverage for You or a **Family Member** may be cancelled if You or a **Family Member** have concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof, or the interest of You or a **Family Member** therein. Coverage may also be cancelled if You or a **Family Member** commit fraud or false swearing in connection with any of the above.

- **Other Insurance.** Coverage is secondary to any other applicable insurance or indemnity available to You or a **Family Member**. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.
- **Legal Actions.** No action at law or in equity shall be brought to recover under this **EOC** prior to the expiration of sixty (60) days after proof of the **Identity Theft** has been furnished in accordance with the requirements of this coverage.
- **Subrogation.** If payment is made under this **EOC**, We are entitled to recover such amounts from other parties or persons. You must transfer to Us Your rights to recovery against any other party or person. You must also do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from You.
- **Dispute Resolution.** evado|PROTECT PlusSM benefits are subject to the terms and conditions outlined and include certain restrictions, limitations, and exclusions. In the event of any conflict between the **EOC** and the Group Policy, the Group Policy will govern. The Group Policy is on file at the offices of the **Administrator**. The **EOC** shall be interpreted and enforced according to the laws of the state of Delaware.



Terms and Conditions of Group Identity Fraud Detection and Recovery Services

1. Consumers who are eligible for the group identity fraud detection and recovery service ("Services") include all named accountholders who participate in a Berkshire Direct Checking with Berkshire Bank ("Eligible Consumer"). This is known as the "Eligibility Requirement". Berkshire Bank 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.berkshirebank.com.
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. Group Members have been pre-registered with the Service Provider (typically name and email address only) for the sole purpose of enabling Eligible Consumers to activate their entitlement to credit monitoring services ("Credit Monitoring Entitlement"). The Service Provider will not ask for any payment nor is there any cost to Eligible Consumers now or in the future for utilizing the Credit Monitoring Entitlement. 3G Family members are NOT eligible for the Credit Monitoring Entitlement. Regardless of status as an Eligible Consumer, the Credit Monitoring Entitlement is applicable only to individuals age 18 and older who have a valid credit file. The Eligible Consumer must proactively activate their Credit Monitoring Entitlement to receive the benefit of credit monitoring. If an Eligible Consumer does not utilize the Credit 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 are available to help Eligible Consumers activate the Credit Monitoring Entitlement.
7. 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 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.berkshirebank.com.
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. 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.
10. 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.
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 fraud 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, Group Members can contact the local branch office of their Program Sponsor or call 1-866-762-7868.
15. The Services are offered through an Agreement with NXG Strategies, LLC, www.nxgstrategies.com. Other Service Providers are subject to change and include Merchants Information Solutions, Inc., www.merchantsinfo.com, and TransUnion®, www.transunion.com. Collectively these organizations are referred to as the "Service Provider".