



## Fresenius Medical Care

January 13, 2010

Private and Confidential Communication

Dear [REDACTED]

I am writing to inform you of a recent event that may impact you and your personal information as a current or former patient of Fresenius Medical Care North America (FMCNA), a provider of dialysis services.

On December 10, 2009, an FMCNA Billing Office was notified by the United Parcel Service (UPS) that the contents of a package intended for an internal Company office went missing while in transit. Your information was included in that package. The Company has worked with UPS, however to date the missing contents have not been found. Since Company policy requires record-keeping of all sensitive information that is shipped, we were able to identify the content of the missing information. The information that was lost while in transit included the following:

- Your Name
- Your Social Security Number
- Your Insurance Provider
- Limited Insurance Information
- Claim Detail
- Dates of Service
- Medical Information

We have no information to date indicating that the information in the communication has been retained or has been inappropriately used.

FMCNA takes its responsibility to protect your personal information very seriously, and we apologize for any inconvenience caused to you as a result of this event.

Attached please find some actions that you can take to help protect yourself against both financial and medical identity theft.

In addition, FMCNA has arranged to provide you with credit monitoring using the Debix Identity Protection Service for one year free of charge. If you would like to use this service, within the next 90

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New England Regional Office 248 Pleasant Street, Pillsbury Building Suite G 400, Concord, NH 03301

(P) 603-224-1738 (F) 603-225-1784



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days, you may either sign up on-line at [www.debix.com/FMCNA](http://www.debix.com/FMCNA), or you can complete and return the attached form to Debix Inc. 900 Congress Avenue, Suite 402, Austin, TX 78701 using the enclosed pre-addressed, postage paid envelope.

Note that whether you sign up for Debix by mail or online, you will need to use your activation code noted in the box below.

**Complimentary Debix Identity Protection**

Activation Code: [REDACTED]

Signup Link: <http://www.debix.com/FMCNA>

Please refer to the enclosed documents for additional information and if you have questions about this letter, please contact me, at (603) 224-1738.

Sincerely,

Kathryn M. Dickey  
Regional Vice President  
FMCNA New England Region



**CONTROL**

Only you know when it's really you applying for credit and when it's not. Debix gives you the power to approve or reject any applications for credit in your name.

**CONVENIENCE**

All you need is a phone for a creditor to contact you through our secure, automated phone network before opening any new accounts.

**PEACE OF MIND**

Your Social Security Number and other personal information become useless to identity thieves. No one can impersonate you with creditors.

**DEBIX PROTECTION INCLUDES:**

- **An Instant Authorization™ account** - puts you in charge of authorizing new credit accounts in your name. (Most banks support Instant Authorization, however some banks still use less protective measures.)
- **Strong security** - You'll always know that an Instant Authorization™ call is legitimate because you'll hear your own pre-recorded Voice Key message and no one can approve a new credit application without your pre-registered phone and 4-digit PIN.
- **OnCall Investigation Team** - is there for you when you need us most. When you receive an authorization call and suspect fraud, simply press the star key on your phone to connect to an OnCall Investigator who will gather the facts and engage law enforcement while the case is hot.
- **Theft insurance and recovery services** - One day, all institutions will ask for your authorization before using your identity. Until then, we provide insurance and recovery services to correct mistakes and protect your good name.
- **Your confidentiality is guaranteed** - Debix will never sell or share your information to anyone. We keep all sensitive and personal information encrypted and secure.

**HOW IT WORKS:**

Debix solves this problem by putting you in control of your identity. The idea behind the Debix Network is simple - a thief can convince a bank that he is you, but he can't convince you that he is you. The Debix Network puts the power to authorize new credit accounts in your hands.



1. A thief applies for a credit card using your stolen identity.



2. You get an Instant Authorization call through the secure Debix network.



3. You press the star key on your phone to prevent the account from being opened.

For one year of free Debix Identity Protection, you may sign up online at [www.debix.com/fmcna](http://www.debix.com/fmcna) or complete the attached mail-in registration form.





## Debix, Inc. End User License Agreement

This agreement ("**Agreement**") is made as of the date we receive it from you by and between Debix, Inc., 900 Congress Avenue, Ste. 402, Austin, TX 78701 ("**Debix**"), and you ("**you**"). The parties agree that:

- 1. The Service.** – "**Service**" means our Debix Identity Protection Network ("**IPN**") Service. Subject to the terms and conditions of this Agreement and to payment for the Service (which may come from a 3rd party), we will provide you with the Service, delivered via the Internet at [www.Debix.com](http://www.Debix.com) (the "**Site**"). References to the Service include use of the Site. You may use the Service solely for its intended purpose in accordance with this Agreement and the terms of service posted on the Site, as we may update from time to time ("**Terms of Service**"). By enrolling in the Service, you enroll in the Debix IPN, and our software will set your fraud alerts at major credit bureaus. You will be assigned a Debix Safe Number.
- 2. Restrictions.** – You will use the Service only for your benefit. You will not, and will not permit any third party to: (a) except as expressly set forth in this Agreement, use, copy, modify, create derivative works of, distribute, sell, sublicense, or transfer the Service; (b) remove or alter any Debix notices or markings, or add any other notices or markings to the Service; (c) decrypt or attempt to decrypt the Service; (d) derive or attempt to derive the source code of or decompile the Service; or (e) disassemble or reverse engineer the Service. If statutory rights make any part of this section void, you will provide us with detailed information regarding any such activity.
- 3. Ownership.** – This Agreement confers no ownership rights to you and is not a sale of rights in the Service. Ownership of all right, title, and interest in or to the Service and all Feedback and all intellectual property rights embodied therein are and will remain our exclusive property. You will take all reasonable actions to perfect our ownership, including without limitation executing instruments of assignment. We reserve all rights in the Service and the intellectual property rights embodied therein not expressly granted hereby. The Service contains Debix proprietary and confidential information. You will hold such information in confidence and not to use or disclose it in any way except as expressly permitted hereunder, using no less than reasonable care. If you provide feedback and/or generate data in using the Service ("**Feedback**") you hereby assign all right, title, and interest in it to us. If such assignment is ineffective, you agree to grant to us a non-exclusive, perpetual, irrevocable, royalty free, worldwide license to use, reproduce, sublicense, distribute, modify and otherwise exploit such Feedback without restriction.
- 4. Support.** – In connection with the Service we will provide the support specified on the Site from time to time.
- 5. Disclaimer of Warranties.** – THE SERVICE IS PROVIDED TO YOU "AS IS," WITHOUT WARRANTY, AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, NON-INTERFERENCE, ACCURACY, AND NON-INFRINGEMENT ARE DISCLAIMED. WE DO NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION, BE ERROR-FREE, OR ACHIEVE SPECIFIC RESULTS. THE SERVICE IS NOT A CREDIT COUNSELING SERVICE. WE DO NOT PROMISE TO HELP YOU IMPROVE YOUR CREDIT RECORD, HISTORY, OR RATING. By registering for the Debix Identity Theft Protection Network service, you assert that you have a good faith suspicion that you have been or are about to become a victim of fraud of a related crime, including identity theft. Such a suspicion might occur if your wallet was stolen; you responded to a phishing email; you were notified that a company experienced a data breach and lost some of your data. The Fair and Accurate Credit Transactions Act of 2003 states that all banks and creditors should call you before opening new credit accounts. However, there are exceptions and some creditors still ask personal questions or send letters requesting additional verification. In all cases, they must take extra precaution to make sure the credit application is not the result of identity theft. If Debix is unable to set your fraud alert, Debix will contact you to inform you we were unable to set your fraud alert and investigate why your fraud alert was not set.
- 6. Limitation of Liability.** – WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION COST OF COVER), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT BE LIABLE FOR ANY 3RD PARTY CLAIMS. AND OUR CUMULATIVE LIABILITY WILL BE LIMITED TO WHAT WAS PAID FOR THE SERVICE IN THE 12 MONTHS BEFORE THE CLAIM. THIS SECTION IS A FUNDAMENTAL PART OF THE BASIS OF OUR BARGAIN, WITHOUT WHICH WE WOULD NOT BE ABLE TO PROVIDE THE SERVICE, AND WILL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. If some or all of the limitations and exclusions in Sections 5 and 6 are held unenforceable, our liability will be limited to the greatest extent permitted under applicable law.
- 7. Compliance with Law.** – You warrant that in using the Service, you will comply with all applicable law, including without limitation with all regulations of agencies of the U.S. Government regarding export and re-export restrictions. You will hold harmless and defend, at our option, Debix from any third party claim against us arising from your failure to comply with this paragraph.
- 8. Term and Termination.** – This Agreement terminates upon the earlier of (i) the last day of the term specified at the time of order and (ii) your election to terminate this Agreement, which may occur at any time. Upon any termination or expiration of this Agreement, all terms will cease, except Sections 2, 3, 5, 6, 8, and 9, which survive.
- 9. General.** – Any notice hereunder will be in writing and sent by mail, return receipt requested, by e-mail, or by reputable courier addressed to the other party at (i) if to Debix, the address set forth above or at [support@debix.com](mailto:support@debix.com), and (ii) if to you, at the address or e-mail address you provide when you register for the Service, or at such other address of which you give notice. Notice will be deemed to have been given when delivered (as confirmed by receipt or other confirmation) or, if delivery is not accomplished by fault of the addressee, when tendered. This Agreement will be governed by the laws of TX, without regard to conflict of laws. The U.N. Convention on Contracts for the International Sale of Goods does not apply. All disputes will be brought only in a court located in Travis County, TX, and you consent to the jurisdiction of and waive any objection to venue of, such courts. If any provision hereof is held unenforceable, the remaining provisions will be unaffected. Your rights may not be assigned without our written consent. We may assign this Agreement. Failure or delay in enforcing this Agreement will not be deemed a waiver. This Agreement may be signed in counterparts, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements with respect to its subject matter. This Agreement may not be amended except in writing.

## Steps You Can Take to Protect Against Financial Identity Theft

The United States Federal Trade Commission ("FTC") recommends that consumers take the following steps when their Social Security number has been stolen, in order to prevent someone from using that information to open new credit accounts in the consumer's name.

1. Call the toll-free fraud number of any one of the three nationwide consumer reporting companies listed below and place an **initial fraud alert** on your credit reports. Once you notify one of the three companies, that one should notify the other two.

If you plan on using the Debix Identity Protection Service paid for by FMCNA, Debix will place the initial fraud alert for you, and you do not need to call any of the three companies.

- ✓ Debix will continue to place initial fraud alerts on your credit reports for one year.
  - ✓ After Debix has placed the initial fraud alerts, you may receive requests for additional information from the three nationwide consumer reporting companies. You do not need to reply to these requests in order for your fraud alert to be in place. If there is a problem setting your fraud alerts, Debix will call you.
2. Once the initial fraud alert has been placed on your credit reports, you will then be entitled to one **free credit report** from each of the three nationwide consumer reporting companies.

If you plan to use the Debix Identity Protection Service paid for by FMCNA, we recommend that you do the following:

- ✓ Request a free credit report from one of the nationwide consumer reporting companies immediately after receiving mail confirmation from any one of the companies that your initial fraud alert has been set up, and
  - ✓ Request another free credit report from another of the other nationwide consumer reporting companies 60 or more days after you activate the Debix Identity Protection Service. That way, you can confirm that no new unauthorized credit was set up in your name before the Debix Identity Protection Service started, but reported after your first credit report request.
  - ✓ You may need to provide additional information requested by the nationwide consumer reporting companies to those companies in order to receive your free credit report.
3. **Review your credit reports** to determine if anyone has used your information to open new credit accounts in your name. Look for inquiries from companies you haven't contacted, accounts you didn't open, and debts on your accounts that you can't explain. Check to be sure that information like your Social Security number, address(es), name or initials, and employers is correct.
  4. **Stay alert.** The FTC recommends that you review your credit report once every three months for the first year, and annually thereafter. There are commercially available services offered through each of the nationwide consumer reporting companies and major credit cards that can automatically monitor your credit reports and notify you of any changes.

FMCNA has arranged to provide you with the Debix Identity Protection Service, for one year free of charge. Debix is different than other monitoring services, in that Debix will call you on the phone if someone is trying to open credit in your name, before the credit is extended, rather than notify you after it has been set up. If you would like to use this service, you may sign up on-line at [www.debix.com/FMCNA](http://www.debix.com/FMCNA), or you can complete and return the attached form to Debix Inc. 900 Congress Avenue, Suite 402, Austin, TX 78701 using the enclosed pre-addressed, postage paid envelope. Note that whether you sign up for Debix on-line or using the mail in form, you will need to reference your Activation Code, which was provided to you in the letter that came with this document.

FMCNA recommends that you request an additional copy of your credit report on a periodic basis. The toll-free fraud number and other contact information for the three nationwide consumer reporting companies are:

- ✓ **Equifax:** 1-800-525-6285; [www.equifax.com](http://www.equifax.com);  
P.O. Box 740241, Atlanta, GA 30374-0241
- ✓ **Experian:** 1-888-397-3742; [www.experian.com](http://www.experian.com)  
P.O. Box 9532, Allen, TX 75013
- ✓ **Transunion:** 1-800-680-7289; [www.transunion.com](http://www.transunion.com)  
Fraud Victim Assistance Division, P.O. Box 6790, Fullerton, CA 92834

In addition, federal law requires that each of the nationwide consumer reporting companies provide you with a free copy of your credit report, at your request, once every 12 months. These requests can only be made by calling 1-877-322-8228 or by visiting [www.annualcreditreport.com](http://www.annualcreditreport.com).

To obtain more detailed information about how to get free credit reports go to the FTC web site at [www.consumer.gov/credit](http://www.consumer.gov/credit). There you can access the FTC publication "Your Access to Free Credit Reports."

For detailed information on preventing or recovering from identity theft, go to the FTC web site at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft). There you can access the FTC publication "Take Charge: Fighting Back Against Identity Theft."

If you find suspicious activity on your credit reports or have reason to believe your information is being misused, call your local police and file a police report. Get a copy of the report; many creditors want the information it contains to absolve you of the fraudulent debts. You also should file a complaint with the FTC at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or at 1-877-ID-THEFT (877-438-4338). Your complaint will be added to the FTC's Identity Theft Data Clearinghouse, where it will be accessible to law enforcers for their investigations.

As part of the Debix Identity Protection Service paid for by FMCNA, you receive AIG identity theft insurance coverage. If you find suspicious activity on your credit reports or have reason to believe your information is being misused, you should report the activity to AIG by calling 1-866-IDHelp2 (1-866-434-3572) within 90 days of discovering the suspicious activity.

AIG will provide you with identity restoration services as specified in their policy. In addition, subject to the terms of the AIG policy, you may receive reimbursement of up to \$25,000 for certain financial costs incurred by you for:

- ✓ Identity restoration costs,
- ✓ Legal defense expenses, and
- ✓ Lost wages.

The AIG insurance is not available to residents of New York.

## **Steps You Can Take to Protect Against Medical Identity Theft**

Medical Identity Theft may result in fraudulent medical bills that are paid by your insurer or by you. Medical Identity Theft may also result in the inclusion of the identity thief's medical information in your medical records.

Medical Identity Theft may be, but is not always, able to be detected by monitoring your credit report. In order to protect yourself against the potential for medical identity theft, FMCNA recommends that you:

1. Carefully review all Explanation of Benefits (EOB) forms sent to you by your insurer. Look at the services provided and payments made, and confirm that they are for services that you received.
2. Once a year, ask your health care insurer for a list of all benefits that it paid on your behalf. Look at the services provided and payments made, and confirm that they are for services that you received. This can help identify services provided to an identity thief if the thief changed the address to which your statements are mailed.
3. Review your credit file for debts owed to health care providers that were not incurred by you.

If you identify medical services that you believe were not provided to you, contact the insurer or the health care provider immediately.

In addition, if you sign up for the Debix Identity Protection Service paid for by FMCNA, and you identify medical services that you believe were not provided to you, you have AIG insurance coverage and should report the activity to AIG by calling 1-866-IDHelp2 (1-866-434-3572) within 90 days of discovering the suspicious activity.

Subject to the terms of the AIG policy, you may receive reimbursement of up to \$25,000 for certain financial costs incurred by you for:

- ✓ Identity restoration costs,
- ✓ Legal defense expenses, and
- ✓ Lost wages.

The AIG insurance is not available to residents of New York.