

# Identity Fraud Financial Reimbursement TERMS AND CONDITIONS

## Summary of Benefit

These Terms and Conditions are provided to inform you that as a member of a **Participating Identity Fraud Membership Program**, that includes identity theft insurance wherein you are entitled to benefits under the Policy as issued to Array US Inc. and described in these Terms and Conditions. **Participating Identity Protection Membership Program** means an identity fraud membership program for which coverage has been extended to under a group or blanket policy issued to Array US Inc, or its respective affiliates, and for which coverage has been paid by Array US Inc. Various provisions in these Terms and Conditions and in the Policy restrict coverage. Read the entire Terms and Conditions carefully to determine rights, duties and what is and is not covered.

**These Terms and Conditions do not state all the terms, conditions, and exclusions within the Policy. Your benefits will be subject to all the terms, conditions, and exclusions of the Policy as issued to Array US Inc, or as a Participating Identity Protection Membership Program provider extended coverage under the Policy. A complete copy of the Policy will be available upon request. If the Policy is terminated, your benefits under the Policy will cease effective that date. It is the obligation of your Participating Identity Protection Membership Program provider to inform you of any termination of the Policy.**

The Identity Fraud Expense Reimbursement benefit is underwritten and administered by American Bankers Insurance Company of Florida, an Assurant company, under a group or blanket policy issued to Array US Inc, or its respective affiliates for the benefit of its Members. To obtain a complete copy of the Policy contact Array US Inc at 866 232-5240. American Bankers Insurance Company of Florida administers all claims and is solely responsible to Members with respect to the Identity Fraud Expense Reimbursement benefit.

All references to **We, Us, and Our** throughout this Summary of Benefit means American Bankers Insurance Company of Florida.

### LIMITS OF INSURANCE

#### Coverage

#### Limit of Liability

Expense Reimbursement

\$1,000,000 per Single Membership per 12 Month Period

### DUTIES WHEN LOSS OCCURS

Upon knowledge or discovery of **loss** or of an **occurrence** which may give rise to a claim under the terms of this coverage, the **policyholder** is responsible for notifying the **member** of the following requirements:

- a. Give notice as soon as practicable to:
  - (1) the appropriate authority and affected institutions, if applicable; and
  - (2) call (833) 568-6249 to make a valid claim within sixty (60) days of the **date of discovery**, or as soon as reasonably possible.If the loss involves a violation of law, the **member** shall also notify the police. The **member** must submit a copy of the police report when filing a claim;
- b. File detailed proof of **loss**, duly sworn to, with **us** within sixty (60) days after the discovery of **loss**;
- c. Take all reasonable steps to mitigate **loss** resulting from **identity fraud** including, but not limited to, requesting a waiver for any applicable fees, loan application fees or credit bureau fees;
- d. Upon **our** request, submit to examination by **us**, and subscribe the same, under oath if required;
- e. Upon **our** request, cooperate to help **us** enforce legal rights against anyone who may be liable to the **member** to include giving evidence and attending depositions, hearing and trials;
- f. Immediately forward to **us** any notices, summons or legal papers received by the **member** in connection with the **loss** or the **identity fraud**;

- g. Produce for **our** examination all pertinent records;
- h. Cooperate with **us** in all matters pertaining to **loss** or claims;

all at such reasonable times and places as **we** shall designate.

The **member** shall not voluntarily assume or admit any liability, nor, except at said **member's** own cost, voluntarily make any payment or incur any expense without **our** prior written consent, such consent not to be unreasonably withheld.

The **member** shall keep books, receipts, bills and other records in such manner that we can accurately determine the amount of any **loss**. At any time, subsequent to the reporting of the **loss** to **us**, **we** may examine and audit the **member's** books and records as they relate to a **loss** under the Policy.

## COVERAGE

### Identity Fraud – Expense Reimbursement

**We** will reimburse the **member** for **expenses** and **legal costs** incurred by the **member**, up to the Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions as the direct result of the following:

1. **Fraud or Embezzlement**

For **loss** arising out of **fraud or embezzlement** perpetrated against the **member**, with an **occurrence date** during the term of the membership.

2. **Theft**

For **loss** resulting directly from theft of property related to the **member's** information, checkbook, savings record, ATM access or securities from the **member**, with an **occurrence date** during the term of the membership, by a person from whom the **member** purchased goods or services.

3. **Forgery**

For **loss**, with an **occurrence date** during the term of the membership, resulting directly from **forgery** or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay money that are:

- 1. Made or drawn by or drawn upon the **member's** account; or
- 2. Made or drawn by one purporting to act as the **member's** agent.

4. **Data Breach**

For **loss**, with an **occurrence date** during the term of the membership, resulting directly from the misuse of the **member's** information as a result of a data compromise of information from a financial institution, a credit reporting agency, a credit grantor, a securities firm, employer or other institution/company maintaining the **member's** personal information, that results in monies stolen from the **member's** accounts or misuse of data to obtain property, credit or monies using the **member's** information.

5. **Stolen Identity Event**

For **loss** resulting from a **stolen identity event**, including but not limited to a **stolen identity event** occurring on or arising out of the use of the Internet. The **occurrence date** must be during the term of the membership.

We will pay up to the Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions.

## EXCLUSIONS

Expense Reimbursement does not cover:

- a. **loss** due to any fraudulent, dishonest or criminal act by the **member** or any person acting in concert with the **member**, or immediate **family member**, whether acting alone or in collusion with others;
- b. **loss** resulting directly or indirectly from any errors or omissions occurring in the following actions:
  - 1. the input of data to any computer system; or
  - 2. the processing of data by any computer system; or
  - 3. the manual or electronic processing of any output produced by any computer system;
- c. **loss** resulting directly or indirectly from the voluntary surrendering by the **member** of any **access device**, in whole or in part, to any person or entity;
- d. **loss** resulting from any unintentional clerical error in the transfer from or debit of any account of the **member** which is initiated by a financial institution, or any employee(s) thereof. However, this exclusion shall not apply to a fraudulent act of an employee(s) of a financial institution where said employee(s) is acting without the permission or instruction of their employer;
- e. **loss** in connection with any pre-authorized transfer from any account to or for the benefit of a financial institution, or to any other account of the **member**;
- f. indirect or consequential **loss** of any nature;
- g. **loss** of potential income not realized by the **member**;
- h. **loss** other than **expenses**;
- i. **loss** resulting from an **identity fraud** that was discovered prior to the effective date of the Policy under which this coverage is provided;
- j. **loss** arising out of business pursuits of the **member**;
- k. **loss** of valuable papers, valuable documents, jewelry, silverware and other personal property including the philatelic value of stamps and the numismatic value of coins not in circulation;
- l. property damage, bodily injury or personal injury;
- m. **losses** incurred from financial performance of any investment of financial product;
- n. **loss** from games of chance;
- o. recovery of actual financial losses of any kind from acts of fraud or identity theft;
- p. any **loss**, claims or damages that are not covered under the terms and provisions of the Policy under which this coverage is provided;
- q. legal fees in excess of \$125 per hour;
- r. any **loss** which occurred while the **member** was not an active **member** of the **policyholder**.

## DEFINITIONS

**Access Device** means a card (including credit, debit and ATM cards), code, PIN, password, personal check or other similar means of access to the **member's** account at a financial institution that may be used by the **member** to gain access to said account for the purpose of withdrawing or transferring funds, making purchases, or making long distance or cellular/digital (wireless) telephone calls.

**Data Breach** means the misuse of the **member's** information as a result of a data compromise of information from a financial institution, a credit reporting agency, a credit grantor, a securities firm, employer or other

institution/company maintaining the **member's** personal information, that results in monies stolen from the **member's** accounts or misuse of data to obtain credit or monies using the **member's** information.

**Date of Discovery** occurs when the **member** first becomes aware of facts which would cause a reasonable person to assume that a **loss** covered by this insurance has been or will be incurred, even though the exact amount or details of **loss** may not then be known. Discovery also occurs when the **member** receives notice of an actual or potential claim against the **member** involving **loss** covered under this insurance.

**Domestic Partner** means a person designated in writing by the **primary member** who is registered as a **domestic partner** or legal equivalent under laws of the governing jurisdiction or who:

1. is at least 18 years of age and competent to enter into a contract;
2. is not related to the **primary member** by blood;
3. has exclusively lived with the **primary member** for at least twelve (12) consecutive months prior to the effective date of coverage;
4. is not legally married or separated; and
5. as of the date of coverage, has with the **primary member** at least two (2) of the following financial arrangements:
  - a. a joint mortgage or lease;
  - b. a joint bank account;
  - c. joint title or ownership of a home, motor vehicle or status as joint lessee on a motor vehicle lease;
  - d. a joint credit card account with a financial institution.

**Expenses** mean:

1. Costs incurred by the **member** for re-filing applications for loans, grants, or other credit that are rejected solely because the lender received from any source incorrect information as a result of the **identity fraud**;
2. Costs for notarizing affidavits or other similar documents, long distance telephone calls, travel and postage reasonably incurred as a result of the **member's** efforts to report an **identity fraud** or amend or rectify records as to the **member's** true name or identity as a result of an **identity fraud**;
3. Reasonable costs incurred by the **member** for up to six (6) credit reports from established credit bureaus (with no more than two (2) reports from any one credit bureau) dated within twelve (12) months after the **member's** discovery of an **identity fraud**, and costs incurred for contesting the accuracy or completeness of any information contained in a credit report following an **identity fraud**;
4. Payment for reasonable **expenses** incurred that were a result of recovery from an **identity fraud** such as; credit freeze, credit thaw costs, transcript costs, appeal bond, court filing fees, expert witness or courier fees;
5. Actual lost base wages that would have been earned, for time reasonably and necessarily taken off work solely as a result of efforts to amend or rectify records as to the **member's** true name or identity as a result of an **identity fraud**. Actual lost wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days and excludes sick days, business interruption and future earnings of a self-employed professional. Coverage is limited to base wages within twelve (12) months after discovery of an **identity fraud**. Base wages must be supported by and based on the prior year tax return.
6. Child or elderly care costs that would have otherwise not been incurred, resulting from time reasonably and necessarily taken away from providing such care as a result of efforts to amend or rectify records as to the **member's** identity as a result of an **identity fraud**.
7. Reasonable and necessary costs incurred by the **member** for ordering medical records for the purpose of amending and/or rectifying these documents as a result of an **identity fraud**.
8. Reasonable and necessary costs incurred by **member** for the replacement of identification cards, driver licenses and passports as a result of an **identity fraud**.

9. Reasonable and necessary costs, up to a maximum of \$125 per hour, incurred by the **member** for use of any investigative agency or private investigator engaged to amend or rectify records as to the **member's** true name or identity as a result of an **identity fraud**. **We** reserve the right to select such investigative agency or private investigator; however, with **our** express prior written consent, **member** may elect such investigative agency or private investigator.
10. Reasonable and necessary costs, up to a maximum of \$125 per hour, incurred by the **member** associated with the use of any certified public accountant engaged to amend or rectify records as to the **member's** true name or identity as a result of an **identity fraud**. **We** reserve the right to select such certified public accountant; however, with our express prior written consent, **member** may elect such certified public accountant.

**Family Member** means the **primary member's spouse** or **domestic partner**, parent, siblings, children and/or any other member of, or dependent persons residing in the **primary member's** household. **Family member** also includes a **primary member's spouse** or **domestic partner's**:

1. unmarried children (including those who the **member** is their legal guardian) under twenty-one (21) years of age.
2. unmarried children (including those who the **member** is a legal guardian) under twenty-six (26) years of age if a full-time student at an accredited college or university.
3. dependent(s) with documented disabilities who have the same primary residence as the **member** and who relies on the **member** for maintenance and support.

Any **family member** who does not reside at the **primary member's** home is not eligible for coverage, except unmarried children (including those who the **member** is a legal guardian) under twenty-six (26) years of age if a full-time student at an accredited college or university.

**Family Plan** means a membership program that: extends coverage, up to the Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions, to the **primary member** and their **family members** and for which the **Family Plan** membership fee/product fee is paid.

The Aggregate Limit of Liability shown on the Limits of Insurance section of these Terms and Conditions will be the maximum amount we will pay for all covered **losses** per **Family Plan** regardless of the number of **losses** that occur for any one **member** per twelve (12) month period.

**Forgery** means the signing of the name of another person or organization with intent to deceive. It does not mean a signature, which consists in whole or in part of one's own name signed, in any capacity, for any purpose.

**Fraud or Embezzlement** means:

1. An electronic, telegraphic cable, teletype tele facsimile or telephone instruction which: purports to have been transmitted by the **member**, but which was in fact fraudulently transmitted or altered by someone else without **member's** knowledge or consent; or
2. A written instruction issued by the **member**, which was altered by someone other than the **member**, or purported to be issued by the **member** but was forged or fraudulently issued without the **member's** knowledge or consent; or
3. An electronic, telegraphic, cable, teletype, tele facsimile, telephone or written instruction initially received by the **member** which purports to have been transmitted by an employee but which was in fact fraudulently transmitted by someone else without **member's** or employee's knowledge or consent.

**Identity Fraud** means the act of knowingly transferring or using, without lawful authority, a means of identification of the **member** with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of Federal, State or local law.

**Legal Costs** means costs, up to a maximum of \$125 per hour, for reasonable fees for an attorney fees for an attorney selected by the **member** and related court fees, incurred by the **member** with **our** consent, for:

1. Defense of any legal action brought against the **member** by a merchant, creditor or collection agency or entity acting on their behalf for non-payment of goods or services or default on a loan as a result of the **identity fraud**;
2. Removal of any civil judgments wrongly entered against the **member** as a result of **identity fraud**;
3. Challenging the accuracy or completeness of any information in a **member's** consumer credit report, medical history or tax history, as a result of **identity fraud**; and
4. **Member's** initial consultation with a lawyer to determine the severity of and appropriate response to an **identity fraud**.
5. Defending criminal charges brought against the **member** as a result of **identity fraud**; provided, however, **we** will only pay criminal defense related fees and **expenses** after it has been established that the **member** was not in fact the perpetrator.

**Loss** means the **expenses** and **legal costs** incurred by the **member** as the direct result of a covered transaction.

**Member** means the **primary member** and **primary member's spouse** or **domestic partner** if the **primary member** is enrolled in or elects a **Spouse Plan** membership program or **primary member's family member** if the **primary member** is enrolled in or elects a **Family Plan** membership program.

**Occurrence** means an incident of an actual or attempted fraudulent, dishonest or criminal act or series of related acts, whether committed by one or more persons.

**Occurrence Date** means the earliest possible **date of discovery**.

**Policyholder** means Array US, Inc or its respective affiliates.

**Primary Member** a **member** of the **policyholder** who is in good standing with the **policyholder**:

1. for which the **primary member** membership fee/ product fee has been paid; and
2. whose name is shown on the enrollment/registration form or membership.

**Proof of Loss** means receipts for reasonable out of pocket **expenses**.

**Spouse** means a person who is either:

1. legally married to the **primary member**; or
2. meets the definition of **domestic partner** to the **primary member**.

**Spouse Plan** means a membership program that extends coverage, up to the Aggregate limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions, to the **primary member** and their **spouse** or **domestic partner** and for which the **Spouse Plan** membership fee/product fee is paid.

The Aggregate Limit of Liability shown on the Limits of Insurance section of these Terms and Conditions will be the maximum amount we will pay for all covered **losses** per **Spouse Plan** regardless of the number of **losses** that occur for any one **member** per twelve (12) month period.

**Stolen Identity Event** means the theft, unauthorized, or illegal use of the **member's** name, social security number, or other method of identifying the **member**.

**We, us** and **our** means American Bankers Insurance Company of Florida

## CONDITIONS

1. **Limits of Insurance** - **Our** maximum limit of liability for **loss** under these Terms and Conditions shall not exceed the applicable limit stated on the Limits of Insurance section of these Terms and Conditions.

All **loss** incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts, whether committed by one or more persons, shall be deemed to arise out of one **occurrence**.

**Our** total aggregate limit of liability shown on the Limits of Insurance section of these Terms and Conditions will be the maximum amount **we** will pay for all covered **losses** per **primary member, Family Plan or Spouse Plan**, regardless of the number of **losses** that occur for any one **member** per twelve (12) month period.

**2. Loss Payment**

**We** will pay any **loss** covered under the Policy under which this coverage is provided, within thirty (30) days after:

- a. **We** reach agreement with the **member**; or
- b. The entry of final judgment.

**3. Notice of Claim** must be given to **us** by the **member**:

- a. in writing; and
- b. within a reasonable time period after the **date of discovery**.

**4. Settlement of Claims**

**We** will pay all covered claims within ninety (90) days from the date **we** receive acceptable proof of loss at **our** office.

**5. Transfer of Rights of Recovery Against Others to Us** - If any person or organization to or for whom **we** make payment under this insurance has rights to recover damages from another, those rights are transferred to **us**. That person or organization must do everything necessary to secure **our** rights and must do nothing to impair them.

Recovery against persons or organizations also insured under this Policy or any other Policy issued by **us** with respect to the same **loss** is prohibited.

**6. Other Insurance** - This insurance is excess in the event coverage is provided under any other policy/certificate.

Should **member** be enrolled in more than one membership program insured by **us**, **we** will reimburse the **member** under each membership:

- a. subject to the applicable deductibles and limits of liability of each membership;
- b. but in no event shall the total amount reimbursed under all memberships exceed the actual amount of **loss**; and
- c. in no event shall the limit of liability under all memberships exceed the largest limit of liability available to the **member** under any membership program insured by **us**.

**7. Action Against Us** – No action may be brought against **us** unless there has been full compliance with all of the terms and conditions of this Summary of Benefits and suit is filed within twenty-four (24) months from the date of occurrence. No one will have the right to join **us** as a party to any against the **policyholder** or **member**.