## 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 Protection Membership Program, that includes identity theft insurance wherein you are entitled to benefits under the Policy as issued to ConsumerInfo.com or CSIdentity Corporation and described in these Terms and Conditions. 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, exclusions and definitions within the Policy. Your benefits will be subject to all the terms, conditions, exclusions and definitions of the Policy as issued to ConsumerInfo.com, CSIdentity Corporation or as a Participating Identity Protection 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 ConsumerInfo.com, Inc. or CSIdentity Corporation, both Experian companies and also known collectively as Experian Consumer Services (hereinafter, "Experian"), or its respective affiliates for the benefit of its Members. To obtain a complete copy of the Policy contact the customer assistance center contained in your membership materials. 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

<u>Coverage</u> <u>Limit of Liability</u>

Expense Reimbursement Please see your participating identity protection membership

program fulfillment materials for your coverage limit per 12

Month Period

Cash Recovery (Cash Recovery only applicable if included in the **participating identity protection membership program**)

Please see your participating identity protection membership program fulfillment material for your Cash Recovery limit. Cash Recovery is not included in all identity theft plans.

## **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 the customer assistance number contained in your membership materials 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;

For Cash Recovery, the member must provide documentation from the financial institution that the funds were fraudulently removed and are non-recoverable from the financial institution.

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 their participating identity protection membership program fulfillment materials from 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.

#### 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. A **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.

## Cash Recovery

We will reimburse the member, up to the Limit of Liability as shown on the Limits of Insurance section of the member's identity protection membership program fulfillment materials when this benefit has been included, a Cash Recovery benefit limited to payment for one (1) occurrence within any twelve (12) consecutive months of the term of the membership, for recovery of traditional credit cards, pre-paid credit cards and debit card deductibles or in the event of an unauthorized electronic fund transfer, reimbursement for unrecoverable funds, exclusive of interest, directly drawn from or removed through an unauthorized electronic fund transfer from the member's mobile device (smart phone) or other financial account due to an act of fraud, embezzlement, theft, forgery or other data breach which have not been recovered.

Cash Recovery does not cover unrecoverable funds for which the **member** did not seek reimbursement from the financial institution, or other provider which issued the **access device** and holds the **account** from which funds were stolen, and for which the **member** has not received reimbursement from any other source.

The member will only be covered from an unauthorized removal of funds or an unauthorized electronic fund transfer if the loss first occurs on or after the effective date of the Policy under which this coverage is provided, while the member is an active and paid member of the policyholder, and the loss is reported to us within ninety (90) days of discovery.

The member is not covered if the unauthorized removal of funds or unauthorized electronic fund transfer first occurs after the termination of the Policy under which this coverage is provided, or the member is not an active member of the participating identity protection membership program.

For Family Plans, the Cash Recovery benefit is limited to payment for one (1) occurrence within twelve (12) consecutive months, not to exceed the Limit of Liability as shown on the Limits of Insurance section of the member's participating identity protection membership program fulfillment materials, when this benefit has been included.

The Cash Recovery benefit when included in **member's** identity protection membership program is part of, and not in addition to the Expense Reimbursement Limit of Liability. **We** will pay up to the Limit of Liability as shown on the Cash Recovery Limits of Insurance section of **member's participating identity protection membership program**.

For Cash Recovery, account means a cash, credit card, demand deposit (checking), savings, or money market account of the **member**, held directly or indirectly by a financial institution and established primary for personal, family or household purposes.

## **EXCLUSIONS**

Expense Reimbursement and the Cash Recovery do 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;

- 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** resulting from an **identity fraud** that was discovered prior to the effective date of the Policy under which this coverage is provided;
- i. loss arising out of business pursuits of the member;
- j. **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;
- k. property damage, bodily injury or personal injury;
- 1. **losses** incurred from financial performance of any investment of financial product;
- m. loss from games of chance;
- n. for Cash Recovery losses other than traditional credit cards, pre-paid credit cards and debit card deductibles
  or unrecoverable funds, exclusive of interest, directly drawn from or removed through an unauthorized
  electronic fund transfer from the member's mobile device (smart phone), or other financial account.. All
  other monetary devices are excluded;
- o. any **loss**, claims or damages that are not covered under the terms and provisions of the Policy under which this coverage is provided;
- p. legal fees in excess of \$125 per hour;
- q. any loss which occurred while the member was not an active member of the participating identity protection membership program
- r. this Policy does not cover loss resulting from unauthorized electronic transfers of digital currency or cryptocurrency such as Bitcoin, Ethereum, or Litecoin, or any currency not regulated or supervised by a government agency.

## **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 for the placement of up to twelve (12) credit freezes or credit thaws per 12 month period as a result of being notified of a data breach in which the member's personal information was compromised and payment for expenses 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 your participating identity protection membership program, 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 your **participating identity protection membership program** 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** includes electronic, telegraphic cable, teletype tele facsimile, telephone or written instructions which: purports to have been transmitted or written by the member, but which was in fact fraudulently transmitted or altered by someone else without **member's** knowledge or consent; or 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; and
- 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 **association 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 **association 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 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.

Participating Identity Protection Membership Program means an identity protection membership program for which coverage has been extended to under a group or blanket policy issued to ConsumerInfo.com, Inc. or CSIdentity Corporation, both Experian companies and also known collectively as Experian Consumer Services (hereinafter, "Experian"), or its respective affiliates, and for which coverage has been paid by Experian.

**Policyholder** means ConsumerInfo.com, Inc. or CSIdentity Corporation, both Experian companies and also known collectively as Experian Consumer Services (hereinafter, "Experian"), or its respective affiliates.

**Primary Member** means a customer who is enrolled in a Participating identity protection membership program that includes identity theft insurance who is in good standing:

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

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

Unauthorized Electronic Fund Transfer (UEFT) means an electronic fund transfer from the member's account, initiated by a person other than the member without the actual authority to initiate such transfer and from which the member receives no benefit.

An unauthorized electronic fund transfer does not include an electronic fund transfer initiated:

- 1. by a person who was furnished the **access device** to the **member's account**, unless the **member** had given prior notification to the financial institution that transfers by such person(s) are no longer authorized;
- 2. with fraudulent intent by the member or any person acting in concert with the member;
- 3. by the financial institution or its employees; or
- 4. from any business or commercial account.

## **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 your **participating identity protection membership program**.

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 your participating identity protection membership program, or the Policy if in conflict, will be the maximum amount we will pay for all covered losses per primary member or family plan membership, 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;
- 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.**

# American Bankers Insurance Company of Florida A Stock Insurance Company 11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

## **IDENTITY FRAUD PROTECTION**

(Non-Contributory)

## **DECLARATIONS PAGE**

Policy Number: IFS-P2-IL-1	
Policyholder and Mailing Address:	
CSIdentity Corporation 955 American Lane Schaumburg, IL 60173 Participating Affiliate: ConsumerInfo.com, Inc	
Policy Period: From06/01/2019To	
In return for the payment of the premium, and s to provide Insurance as stated in this Policy.	ubject to all terms of this Policy, we agree with the Policyholder
Coverage/Deductible	Aggregate Limit <u>of Liability</u>
Package 1 Plan Type: Primary Association Member Only Expense Reimbursement Cash Recovery Aggregate	\$1,000,000 per Primary Association Member per 12 Month Period \$10,000 Sublimit (Part of and not in addition to Expense Reimbursement Aggregate Limit of Liability)
Package 2 Plan Type: Family Plan Expense Reimbursement Cash Recovery Aggregate	\$1,000,000 per Family Plan per 12 Month Period \$10,000 Sublimit (Part of and not in addition to Expense Reimbursement Aggregate Limit of Liability)
Package 3 Plan Type: Primary Association Member Only Expense Reimbursement Cash Recovery Aggregate	\$1,000,000 per Primary Association Member per 12 Month Period \$25,000 Sublimit (Part of and not in addition to Expense Reimbursement Aggregate Limit of Liability)
Package 4 Plan Type: Family Plan Expense Reimbursement Cash Recovery Aggregate	\$1,000,000 per Family Plan per 12 Month Period \$25,000 Sublimit (Part of and not in addition to Expense Reimbursement Aggregate Limit of Liability)
Package 5 Plan Type: Primary Association Member Only Expense Reimbursement Cash Recovery Aggregate	\$1,000,000 per Primary Association Member per 12 Month Period \$250,000 Sublimit (Part of and not in addition to Expense Reimbursement Aggregate Limit of Liability)
Package 6 Plan Type: Family Plan Expense Reimbursement Cash Recovery Aggregate	\$1,000,000 per Family Plan per 12 Month Period \$250,000 Sublimit (Part of and not in addition to Expense

Reimbursement Aggregate Limit of Liability)

Package 7

Plan Type: Primary Association Member Only

Expense Reimbursement Cash Recovery Aggregate

Package 8

Plan Type: Family Plan Expense Reimbursement Cash Recovery Aggregate

Package 9

Plan Type: Primary Association Member Only

Expense Reimbursement Cash Recovery Aggregate

Package 10

Plan Type: Family Plan Expense Reimbursement Cash Recovery Aggregate

Package 11

Plan Type: Primary Association Member Only

Expense Reimbursement Cash Recovery Aggregate

Package 12

Plan Type: Family Plan Expense Reimbursement Cash Recovery Aggregate

Package 13

Plan Type: Primary Association Member Only

Expense Reimbursement Cash Recovery Aggregate

Package 14

Plan Type: Family Plan Expense Reimbursement Cash Recovery Aggregate

Package 15

Plan Type: Primary Association Member Only

Expense Reimbursement Cash Recovery Aggregate

Package 16

Plan Type: Family Plan Expense Reimbursement Cash Recovery Aggregate

Package 17

Plan Type: Primary Association Member Only

Expense Reimbursement Cash Recovery Aggregate

Investment & HSA Cash Recovery

\$1,000,000 per Primary Association Member per 12 Month Period \$1,000,000 (Part of and not in addition to Expense Reimbursement Aggregate Limit of Liability)

\$1,000,000 per Family Plan per 12 Month Period

\$1,000,000 (Part of and not in addition to Expense

Reimbursement Aggregate Limit of Liability)

\$2,000,000 per Primary Association Member per 12 Month Period \$500,000 Sublimit (Part of and not in addition to Expense Reimbursement Aggregate Limit of Liability)

\$2,000,000 per Family Plan per 12 Month Period

\$500,000 Sublimit (Part of and not in addition to Expense

Reimbursement Aggregate Limit of Liability)

\$3,000,000 per Primary Association Member per 12 Month Period \$500,000 Sublimit (Part of and not in addition to Expense Reimbursement Aggregate Limit of Liability)

\$3,000,000 per Family Plan per 12 Month Period

\$500,000 Sublimit (Part of and not in addition to Expense

Reimbursement Aggregate Limit of Liability)

\$5,000,000 per Primary Association Member per 12 Month Period \$500,000 Sublimit (Part of and not in addition to Expense Reimbursement Aggregate Limit of Liability)

\$5,000,000 per Family Plan per 12 Month Period

\$500,000 Sublimit (Part of and not in addition to Expense

Reimbursement Aggregate Limit of Liability)

\$5,000,000 per Primary Association Member per 12 Month Period \$10,000 Sublimit (Part of and not in addition to Expense Reimbursement Aggregate Limit of Liability)

\$5,000,000 per Family Plan per 12 Month Period

\$10,000 Sublimit (Part of and not in addition to Expense

Reimbursement Aggregate Limit of Liability)

\$1,000,000 per Primary Association Member per 12 Month Period \$1,000,000 (Part of and not in addition to Expense Reimbursement Aggregate Limit of Liability)

\$1,000,000 (Part of and not in addition to Expense

Reimbursement Aggregate Limit of Liability)

Package 18

Plan Type: Family Plan

Expense Reimbursement \$1,000,000 per Family Plan per 12 Month Period

Cash Recovery Aggregate \$1,000,000 (Part of and not in addition to Expense

Reimbursement Aggregate Limit of Liability)

Investment & HSA Cash Recovery \$1,000,000 (Part of and not in addition to Expense

Reimbursement Aggregate Limit of Liability)

Association Member Deductible \$0 Policyholder Deductible \$0

Premium per primary association member

per month: See Attached Schedule Page

Form Numbers of Coverage Forms, Endorsements and other forms that are part of this Policy. IDFP0001P-1016 IDFP0016E-0717 N8051-0415 N1829-1010 IDFP0024E-0519 IDFP0003E-1016 IDFP0021E-0219 DF00965A-0419

## **American Bankers Insurance Company of Florida**

A Stock Insurance Company 11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

## IDENTITY FRAUD PROTECTION BLANKET POLICY

(Non-Contributory)

Insuring	Agreement	1
	ge – Identity Fraud Reimbursement	
Α.	Fraud or Embezzlement	1
В.	Theft	1
C.	Forgery	1
D.	Data Breach	1
E.	Stolen Identity Event	1
	ons	
	ons	
Deducti	ble	4-5
	ons	
	nits of Insurance	
	ss Payment	
	tice of Claim	
	tlement of Claims	
	nsfer of Rights of Recovery	
114	Against Others to Us	5

Duties When Loss Occurs
Assignment
Other Insurance
Action Against Us
Cancellation of Policy
Concealment or Misrepresentation
Conformity to Statute
Reporting6-
Premium
Examination of Books and Records
Appraisal
Changes
Liberalization Clause
Territory

## **INSURING AGREEMENT**

We will provide the insurance described in this Policy to association members in return for:

- a. the payment of premium; and
- b. compliance with all applicable provisions of this Policy.

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

## **COVERAGE**

## **Identity Fraud - Expense Reimbursement**

We will reimburse the association member for expenses and legal costs incurred by the association member, less any association member deductible, up to the Aggregate Limit of Liability shown on the Declarations Page, as the direct result of the following:

### A. Fraud or Embezzlement

For **loss** arising out of **fraud or embezzlement** perpetrated against the **association member**, during the term of the membership.

#### B. Theft

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

## C. Forgery

For **loss** 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 association member's account; or
- Made or drawn by one purporting to act as the association member's agent.

#### D. Data Breach

For loss resulting directly from the misuse of association 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 association member's personal information, that results in monies stolen from the association member's accounts or misuse of data to obtain property, credit or monies using the association member's information.

## E. 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** must be during the term of the membership.

We will pay up to the limit of insurance shown on the Declarations Page.

#### **DEFINITIONS**

In this Policy, **you** and **your** refer to the **policyholder** shown on the Declarations Page. **We, us** and **our** means American Bankers Insurance Company of Florida.

Access Device means a card (including credit, debit and ATM cards), code, PIN, password, personal check or other similar means of access to the association member's account at a financial institution that may be used by the association 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.

**Association** means an eligible **association**, sponsor, employer, business or entity named as **policyholder** on the Declarations Page.

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

Association Member Deductible means any primary association member, Spouse Plan or Family Plan deductible as specified on the Declarations Page for which the association member is responsible in connection with a loss.

Data Breach means the misuse of the association 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 association member's personal information, that results in monies stolen from the association member's accounts or misuse of data to obtain credit or monies using the association member's information.

Date of Discovery occurs when the association 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 association member receives notice of an actual or potential claim against the association member involving loss covered under this insurance.

**Direct Loss** means a **loss** which occurs directly and immediately when a covered cause of **loss** affects covered property.

**Domestic Partner** means a person designated in writing by the **primary association 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;
- is not related to the **primary association member** by blood:
- 3. has exclusively lived with the **primary association 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 association 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 **association 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**;
- Costs for notarizing affidavits or other similar documents, long distance telephone calls, travel and postage reasonably incurred as a result of the association member's efforts to report an identity fraud or amend or rectify records as to the association member's true name or identity as a result of an identity fraud;
- Reasonable costs incurred by the **association 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 **association 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 **association member's** identity as a result of an **identity fraud**. Actual lost wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days but not for sick days or any cost arising from time taken from self-employment. 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 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 **association** member's identity as a result of an identity fraud.
- Reasonable and necessary costs incurred by association 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 **association member** for the replacement of identification cards, driver licenses and passports as a result of an **identity fraud**.

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

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

Any family member who does not reside at the primary association member's home is not eligible for coverage, except unmarried children (including those who the association 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 under this Policy, up to the Aggregate Limit of Liability shown on the Declarations Page of this Policy, to the primary association 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 Declarations Page of this Policy 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 **association 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 **association member**, but which was in fact fraudulently transmitted by someone else without the **association member's** knowledge or consent; or
- 2. A written instruction issued by the **association member**, which was altered by someone other than the **association member**, or purported to be issued by the **association member** but was forged or fraudulently issued without the **association member's** knowledge or consent; or
- 3. An electronic, telegraphic, cable, teletype, tele facsimile, telephone or written instruction initially received by the association member which purports to have been transmitted by an employee but which was in fact fraudulently transmitted by someone else without the

association member's or the employee's knowledge or consent.

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

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

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

- Defense of any legal action brought against the association 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. Defense of or the removal of any criminal or civil judgments wrongly entered against the **association member** as a result of **identity fraud**; and
- 3. Challenging the accuracy or completeness of any information in a consumer credit report.

**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 the entity identified on the Declarations Page of this Policy.

**Policyholder Deductible** means any deductible as specified on the Declarations Page that is applicable to the **policyholder**.

**Policy Period** means the period commencing on the effective date specified on the Declarations Page of this Policy. This period ends in the event of cancellation or non-renewal of this Policy, on the date specified in such cancellation or non-renewal notice.

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

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

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

**Primary Association Member** means a member, customer, cardholder, borrower, or employee of the **policyholder** who is in good standing with the **policyholder**:

- 1. for which the **primary association member** premium has been paid for by the **policyholder**; and
- 2. whose name is shown on the enrollment/registration form, account or membership.

**Spouse Plan** means a membership program that extends coverage under this Policy, up to the Aggregate limit of Liability

shown on the Declarations Page of this Policy, to the **primary association 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 Declarations Page of this Policy 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 **association member** per twelve (12) month period.

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

## **EXCLUSIONS**

This Policy does not cover:

- a. loss due to any fraudulent, dishonest or criminal act by the association member or any person acting in concert with the association 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 **association 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 **association 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 **association member**;
- f. indirect or consequential loss of any nature;
- g. loss of potential income not realized by the association member;
- h. loss other than expenses;
- loss resulting from an identity fraud that was discovered prior to the effective date of this Policy;
- j. loss arising out of business pursuits of the association member;
- 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;
- 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 this Policy;
- q. legal fees in excess of \$125 per hour;
- any loss which occurred while the association member was not an active and paid association member of the association.

## **DEDUCTIBLE**

A. The **association member** shall be responsible for the applicable **association member deductible** amount set forth on the Declarations Page of this Policy.

Regardless of the number of covered **identity fraud occurrences** first discovered by the **association member** during the **policy period**, the **association member** shall be responsible for only a single **association member deductible** per twelve (12) month period.

For Spouse Plans and Family Plans, the Spouse Plan or Family Plan deductible shown on the Declarations Page of this Policy will be the maximum deductible for all covered losses per Spouse Plan or Family Plan regardless of the number of losses that occur for any one association member per twelve (12) month period.

B. The **policyholder** shall be responsible for the applicable **policyholder deductible** amount set forth on the Declarations Page of this Policy.

The policyholder shall be responsible for the applicable policyholder deductible for each covered identity fraud occurrence first discovered by the association member during the policy period. The policyholder shall be responsible for only one (1) policyholder deductible per association member's covered identity fraud loss per twelve (12) month period.

For Spouse Plans and Family Plans, the policyholder shall be responsible for the applicable policyholder deductible for each covered identity fraud occurrence first discovered by the association member during the policy period. The policyholder shall be responsible for only one (1) policyholder

deductible per Spouse Plan or Family Plan covered identity fraud loss per twelve (12) month period.

## CONDITIONS

 Limits of Insurance - Our maximum limit of liability for loss under this Policy shall not exceed the applicable limit stated on the Declarations Page. We shall only be liable for the amount of loss that exceeds the applicable deductible set forth on the Declarations Page of this Policy.

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 Declarations Page will be the maximum amount we will pay for all covered losses per primary association member, Family Plan or Spouse Plan, regardless of the number of losses that occur for any one association member per twelve (12) month period.

## 2. Loss Payment

**We** will pay any **loss** covered under this Policy within thirty (30) days after:

- a. We reach agreement with the association member; or
- b. The entry of final judgment.
- Notice of Claim must be given to us by the association 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. 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 Policy, the association is responsible for notifying the association member of the following requirements:
  - a. Give notice as soon as practicable to:
    - (1) the appropriate authority and affected institutions, if applicable; and
    - (2) us or any of our authorized agents;

If the **loss** involves a violation of law, the **association member** shall also notify the police. The **association 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**;
- 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;

- 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 **association 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 **association 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 **association member** shall not voluntarily assume or admit any liability, nor, except at said **association 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 **association 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 **association member's** books and records as they relate to a **loss** under this Policy.

6. 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.

- 7. **Assignment** This Policy may not be assigned to another person without **our** written consent. **We** will have no liability under this Policy in the case of assignment without such written consent.
- 8. **Other Insurance** This insurance is excess in the event coverage is provided under any other policy/certificate.

Should **association member** be enrolled in more than one membership program insured by **us**, **we** will reimburse the **association 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 association member under any membership program insured by us.
- 9. 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 Policy 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 association member.
- 10. Cancellation of Policy This Policy may be cancelled by the policyholder for any reason upon thirty (30) days written notice to us and each effected primary association member stating when thereafter the cancellation shall be effective.

Upon cancellation of this Policy, coverage will remain in effect until all premium is fully earned, for any contracts that were issued and not cancelled, and for which the premium was paid to **us** and not refunded by **us**, during the term of the Policy or until **we** are notified of **primary association member's** cancellation or inactive status, whichever occurs first.

We may cancel this Policy by mailing to the policyholder, at the mailing address shown in the Policy, written notice at least sixty (60) days, or ten (10) days based upon non-payment of premium, before the date cancellation takes effect. The written notice will state the reason for cancellation. The policyholder shall be responsible for giving each affected primary association member written notice of cancellation under this Policy.

Upon notice of cancellation and to be communicated within the notice of cancellation, **we** reserve the right to no longer accept and cover new or additional **association members** of the **policyholder** from the date of notice of cancellation to the effective cancellation date.

When this Policy has been in effect for sixty (60) days or more, **we** may cancel for one or more of the following reasons:

- a. nonpayment of premium;
- b. conviction of a crime arising out of acts increasing the hazard insured against;
- c. discovery of fraud or material misrepresentation in the obtaining of the Policy or in the presentation of a claim thereunder;
- d. fraud;
- e. failure to comply with loss control recommendations;
- f. loss of or changes in reinsurance;
- g. material increase in hazard due to changes in statutory or case law;
- h. loss of or change in capacity;
- i. any other reasons approved by the commissioner.

Upon cancellation claim (s) for coverages under this Policy that have a proven **occurrence date** during the Policy coverage dates will be covered, should the claim be filed within ninety (90) days post cancellation and within sixty (60) days from **date of discovery**.

We may elect not to renew this Policy. We may do so by delivering to the policyholder at their address shown on the Declarations Page, written notice at least sixty (60) days before the anniversary date of this Policy which is written for an indefinite term. The written notice will state the reason for nonrenewal. Proof of mailing will be sufficient proof of notice. The policyholder shall be responsible for giving each affected primary association member written notice of non-renewal under this Policy.

We also reserve the right to extend only a conditional renewal of this Policy that requires the **policyholder's** acceptance of changes to the Policy's terms and or premium rates upon renewal. If we decide to extend only a conditional renewal of this Policy, we will mail written notice of the conditional renewal no less than sixty (60) days before the Policy's anniversary date to the **policyholder** at the mailing address shown in the Policy.

Coverage will remain in effect until all premium is fully earned, for any contracts that were issued and not cancelled, and for which the premium was paid to **us** and not refunded by **us**, during the term of the Policy or until **we** are notified of **primary association member's** cancellation or inactive status, whichever occurs first.

All notices of cancellation and nonrenewal will contain the specific reason for cancelation and nonrenewal.

- 11. **Concealment or Misrepresentation** This Policy is void as to any **policyholder** if, at any time, said **policyholder** or any **association member** has:
  - a. intentionally concealed or misrepresented a material fact or circumstance;
  - b. engaged in fraudulent conduct; or
  - c. made false statements; relating to this Policy.

We shall not be liable to any association member for loss suffered as a result of action or inaction by the policyholder, including such action or inaction as may result in voidance of coverage.

- 12. **Conformity to Statute** This Policy is amended to comply with the statutes of the jurisdiction:
  - a. where it is issued; and
  - b. on the effective date.
- 13. **Reporting** The **association** is to send **us** reports on a form provided by **us**. This form will include the names and addresses of the **primary association members**, and **primary association member's** plan type, which identifies those entitled to the benefits under this Policy. The **association** is to send the report no later than the fifteenth (15) day of the month following the reporting period.
- 14. Premium Premium is adjustable. The earned premium is calculated for each reporting period based on the applicable rates and exposures. The policyholder must keep records of the information we need to calculate the premium and

send **us** a list of all covered **association members** for each reporting period.

Policyholder will provide a complete listing of all covered primary association members upon which coverage is provided including pertinent primary association member information deemed required by us such as: association member name, coverage type, plan type and amount of premium due. Payment of total net premium is due and payable upon receipt.

**Policyholder** is responsible for the payment of all premium when due. Premium is due and payable for each covered **association member**, monthly upon the covered **primary association member's** effective date.

We reserve the right to increase or decrease the premium for coverage issued under this Policy if one of the following occurs:

- a. A change in the insurance provided under this Policy;
- b. A division, subsidiary or affiliated company of the **policyholder** is added or deleted;
- c. A new law or change to an existing law is enacted which affects the insurance provided under this Policy; or
- d. Any other material change in risk or hazard insured; or
- e. The number of **primary association members** changes by twelve percent (12%) or more.

We will mail written notice of the increase or decrease in premium no less than sixty (60) days before:

- a. the Policy's anniversary date; or
- b. on any premium due date after the first anniversary date.
- 15. **Examination of Books and Records We** may examine and audit the **association's** books and records as they relate to this Policy at a mutually agreed time and place during the coverage period and up to three (3) years afterward.

- 16. **Appraisal** In the case the **policyholder** and **we** shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days of such demand. The appraisers shall first select a competent and disinterest umpire; and failing for fifteen (15) days to agree upon such umpire, then on request the policyholder or us, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and failing to agree, such submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with us shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.
- Changes This Policy's terms can be amended or waived only by endorsement issued by us and made part of this Policy.
- 18. **Liberalization Clause** If **we** make a change which broadens coverage under this edition of the Policy without additional premium charge, that change will automatically apply to **your** insurance as of the date **we** implement the change in your state, provided that this implementation date falls within 60 days prior to or during the **policy period** stated on the Declarations Page.

This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of the Policy.

19. **Territory** – Coverage under this **Policy** is extended to **association members** residing in the United States, its territories and possessions, Puerto Rico and Canada.

WITNESS WHEREOF, we have caused this Policy to be signed by its authorized Company officers and countersigned (where required by law) on the Declarations Page by a duly authorized representative.

Chamie aragon Cur

PRESIDENT

## **American Bankers Insurance Company of Florida**

A Stock Insurance Company 11222 Quail Roost Drive, Miami, FL 33157-6596•305. 253.2244

# IDENTITY FRAUD PROTECTION CERTIFIED ACTS OF TERRORISM COVERAGE AND CAP ON CERTIFIED ACTS LOSSES

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Your policy covers certified acts of terrorism.

"certified act of terrorism" - means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act.

The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- 1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- 2. The act is a violent act or an act that is:
  - (a) Dangerous to human life, property or infrastructure; and
  - (b) Is committed by an individual or individuals as part of an effort to:
    - i. Coerce the civilian population of the United States; or
    - ii. To influence the policy or affect the conduct of the United States Government by coercion.

The United States Government, Department of Treasury, will pay a share of terrorism losses insured under the federal program. Under the formula the United States Government generally reimburses a percentage, as shown in the schedule below, of covered terrorism losses exceeding the statutorily established deductible paid by Us. However, if aggregate insured losses attributable to certified acts of terrorism exceed \$100 billion in a calendar year the Treasury will not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Federal Share of Terrorism Losses	Year
85%	2015
84%	2016
83%	2017
82%	2018
81%	2019
80%	2020

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met Our insurer deductible under the Terrorism Risk Insurance Act:

- 1. We shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion; and
- 2. Insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

This endorsement does not create coverage for any loss that would be otherwise excluded under the War or Nuclear exclusion in Your policy.

## ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

## DISCLOSURE NOTICE – APPLICANT OR POLICYHOLDER PURSUANT TO TERRORISM RISK INSURANCE ACT

Coverage for acts of terrorism is already included in your current policy or new/renewal premium quotation.

The premium that is attributable to coverage for acts of terrorism has been waived for the current policy term. Future premium charges for terrorism coverage, if any, will be made at the time of your next policy renewal.

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula the United States Government generally reimburses 85% through 2015; 84% beginning January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

American Bankers Insurance Company of Florida IFS-P2-IL-1

## **AMERICAN BANKERS INSURANCE COMPANY**

OF FLORIDA

11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244 Attention:

## **CONSUMER NOTICE**

This notice is to advise you that should any complaints arise regarding this insurance, you may contact the following:

American Bankers Insurance Company of Florida 11222 Quail Roost Drive Miami, Florida 33157

You may also contact the Illinois Department of Insurance by writing to:

Illinois Department of Insurance Consumer Division or Public Services Section Springfield, Illinois 62767

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## **American Bankers Insurance Company of Florida**

A Stock Insurance Company 11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

## IDENTITY FRAUD PROTECTION MANDATORY AMENDATORY ENDORSEMENT – ILLINOIS

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE, Identity Fraud - Expense Reimbursement, is deleted in its entirety and replaced with the following:

We will reimburse the association member for expenses and legal costs incurred by the association member, less any association member deductible, up to the Aggregate Limit of Liability shown on the Declarations Page, as the direct result of the following:

## A. Fraud or Embezzlement

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

## B. Theft

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

## C. 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 association member's account; or
- 2. Made or drawn by one purporting to act as the association member's agent.

#### D. Data Breach

For **loss**, with an **occurrence date** during the term of the membership, resulting directly from the misuse of **association 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 **association member's** personal information, that results in monies stolen from the **association member's** accounts or misuse of data to obtain property, credit or monies using the **association member's** information.

## E. 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 limit of insurance shown on the Declarations Page.

**DEFINITONS**, Expenses, 5. is deleted and replaced with the following and 9. and 10. are added.

- 5. Actual lost base wages that would have been earned in the United States, for time reasonably and necessarily taken off work solely as a result of efforts to amend or rectify records as to the **association 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 earning 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 prior year tax return.
- 9. Reasonable and necessary costs, up to a maximum of \$125 per hour, incurred by **association member** associated with the use of any investigative agency or private investigator engaged to amend or rectify records as to **association 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, **association member** may elect such investigative agency or private investigator.
- 10. Reasonable and necessary costs, up to a maximum of \$125 per hour, incurred by association member associated with the use of any certified public accountant engaged to amend or rectify records as to association 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, association member may elect such certified public accountant.

**DEFINITIONS**, Legal Costs, 2. and 3. are replaced by the following and 4. is added.

- 2. Defense of or the removal of any civil judgments wrongly entered against the association member as a result of identity fraud;
- 3. Challenging the accuracy or completeness of any information in **association member's** consumer credit report, medical history or tax history, as a result of **identity fraud**;
- 4. Association Member's initial consultation with a lawyer to determine the severity of and appropriate response to an identity fraud;

## **CONDITIONS**, item 4. **Settlement of Claims** is replaced:

4. **Settlement of Claims** – **We** will pay covered claims within thirty (30) days from the date **we** receive acceptable proof of **loss** at **our** office.

## CONDITIONS, item 9. Action Against Us, is replaced with the following:

9. Action Against Us -

The policyholder may not bring action against us unless:

- a. there has been full compliance with all of the terms of this Policy; and
- b. action is within one (1) year after the date the direct physical loss or damage occurred.

This one (1) year action will be extended by:

- a. the number of days between the date the proof of **loss** is filed; and
- b. the date the claim is denied in whole or in part.

## **CONDITIONS**, item 10. **Cancellation of Policy**, the fourth and sixth paragraphs are replaced with the following:

If this Policy has been in effect for less than sixty (60) days **we** may cancel this Policy by mailing to the **policyholder**, at the last mailing address shown in the Policy, written notice at least:

- 1. ten (10) days, before the effective date of cancellation if we cancel for nonpayment of premium;
- 2. thirty (30) days before the effective date of cancellation if we cancel for any other reason.

The written notice will state the reason for cancellation. The **policyholder** shall be responsible for giving each affected **primary** association member written notice of cancellation under this Policy.

If this Policy has been in effect for more than sixty (60) days **we** may cancel this Policy by mailing to the **policyholder**, at the last mailing address shown in the Policy, written notice at least:

- 1. ten (10) days, before the effective date of cancellation if we cancel for nonpayment of premium;
- 2. sixty (60) days, before the effective date of cancellation if we cancel for any other reason.

The written notice will state the reason for cancellation. The **policyholder** shall be responsible for giving each affected **primary** association member written notice of cancellation under this Policy.

When this Policy has been in effect for sixty (60) days or more, we may cancel for one or more of the following reasons:

- a. nonpayment of premium;
- b. material misrepresentation of fraud in connection with the application, Policy, or presentation of a claim;
- c. the **policyholder** has violated any of the terms and conditions of the Policy;
- d. a change in the condition of the risk that results in an increase in the hazard insured against;
- e. certification to the Director of Insurance of the **loss** of reinsurance by **us** which provided coverage to **us** in violation of the Illinois Insurance Laws.

## **CONDITIONS,** item 20. **Bankruptcy,** is added:

Insolvency or bankruptcy of the policyholder shall not release the company from its duties to pay under the Policy.

## ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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## **IDENTITY FRAUD PROTECTION**

(Non-Contributory)

## CASH RECOVERY AGGREGATE ENDORSEMENT

In consideration for premium, it is understood that this Policy is extended to provide the following coverage:

We will reimburse the association member, up to the Aggregate Limit of Liability shown on the Declarations Page, a Cash Recovery benefit limited to payment for one (1) occurrence within any twelve (12) consecutive months of the term of the Policy, for recovery of traditional credit cards, pre-paid credit cards, and debit card deductibles, or in the event of an unauthorized electronic fund transfer, we will reimburse the association member for unrecoverable funds, exclusive of interest, directly drawn from or removed through an unauthorized electronic fund transfer from the association member's mobile device (smart phone), or other financial account that first occurs during the policy period, due to an act of fraud, embezzlement, theft, forgery or other data breach, which have not been recovered.

Cash Recovery Aggregate does not cover unrecoverable funds for which the **association member** did not seek reimbursement from the financial institution, or other provider which issued the access device and holds the **account** from which funds were stolen, and for which the **association member** has not received reimbursement from any other source.

The **association member** will only be covered from an unauthorized removal of funds or an **unauthorized electronic** fund transfer if the loss first occurs on or after the effective date of this Policy, while the **association member** is an active **association member** of the **association**, and the loss is reported to **us** within ninety (90) days of discovery.

The association member is not covered if the unauthorized removal of funds or unauthorized electronic fund transfer first occurs after the termination of this Policy or the association member is not an active association member of the association.

For **Family Plans** and **Spouse Plans**, the Cash Recovery Aggregate benefit is limited to payment for one (1) **occurrence** within twelve (12) consecutive months of the term of the Policy, not to exceed the limit of liability shown on the Declarations Page.

The Cash Recovery Aggregate benefit is part of, and not in addition to the Expense Reimbursement Aggregate Limit of Liability. **We** will pay up to the Aggregate Limit of Liability shown on the Declarations Page.

## SECTION - DEFINITIONS

For Cash Recovery Aggregate the following definitions are added:

ALL OTHER PROVISIONS OF THE POLICY REMAIN THE SAME.

**Account** means a cash, credit card, demand deposit (checking), savings, or money market **account** of the **association member's** held directly or indirectly by a financial institution and established primary for personal, family or household purposes.

Unauthorized Electronic Fund Transfer (UEFT) mean an electronic fund transfer from the association member's account initiated by a person other than the association member without the actual authority to initiate such transfer and from which the association member receives no benefit.

An unauthorized electronic fund transfer does not include an electronic fund transfer initiated:

- by a person who was furnished the access device to the association member's account, unless the association member had given prior notification to the financial institution that transfers by such person(s) are no longer authorized;
- with fraudulent intent by the association member or any person acting in concert with the association member;
- 3. by the financial institution or its employees; or
- 4. from any business or commercial **account**.

## SECTION - EXCLUSIONS

Exclusion h. is deleted in its entirety

Exclusion o. is deleted and replaced by the following:

 this Policy does not cover losses other than traditional credit cards, pre-paid credit cards and debit card deductibles or unrecoverable funds, exclusive of interest, directly drawn from or removed through an unauthorized electronic fund transfer from the association member's mobile device (smart phone), or other financial account. All other monetary devices are excluded;

## **SECTION - CONDITIONS**

For item 5. Duties When Loss Occurs, the following requirement is added:

The association member must provide documentation from the financial institution that the funds were fraudulently removed and are non-recoverable from the financial institution.

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## **IDENTITY FRAUD PROTECTION**

## INVESTMENT & HEALTH SAVINGS ACCOUNTS CASH RECOVERY ENDORSEMENT

In consideration for premium, it is understood that this Policy is extended to provide the following coverage:

We will reimburse the association member, up to the Limit of Liability shown on the Declarations Page, an Investment & Health Savings Account Cash Recovery benefit limited to payment for one (1) occurrence within any twelve (12) consecutive months of the term of the Policy, for unrecoverable funds, exclusive of interest, removed through an unauthorized electronic fund transfer from the association member's investment or health savings account that first occurs during the Policy period, due to an act of fraud, embezzlement, theft, forgery or other data breach, which have not been recovered.

Investment & Health Savings Accounts Cash Recovery does not cover unrecoverable funds for which the **association member** did not seek reimbursement from the financial institution, or other provider which issued the access device and holds the **investment or health savings account** from which funds were stolen, and for which the **association member** has not received reimbursement from any other source.

The association member will only be covered from an unauthorized electronic fund transfer if the loss first occurs on or after the effective date of this Policy, while the association member is an active and paid association member of the association, and the loss is reported to us within ninety (90) days of discovery.

The association member is not covered if the unauthorized electronic fund transfer first occurs after the termination of this Policy or the association member is not an active and paid association member of the association.

For Family Plans and Spouse Plans, the Investment & Health Savings Accounts Cash Recovery benefit is limited to payment for one (1) occurrence within twelve (12) consecutive months of the term of the Policy, not to exceed the limit of liability shown on the Declarations Page.

The Investment & Health Savings Accounts Cash Recovery benefit is part of, and not in addition to the Expense Reimbursement Aggregate Limit of Liability. For Investment & Health Savings Accounts Cash Recovery **we** will pay up to the Limit of Liability shown on the Declarations Page.

## **SECTION – DEFINITIONS**

For Investment & Health Savings Accounts Cash Recovery the following definitions are added:

HSA Custodian/Administrator means a bank, credit union, insurance company, brokerage or other IRS-approved organization that offers health savings accounts.

Investment or Health Savings Accounts means an individual retirement or employer sponsored, retirement or health savings account such as an IRA, Roth IRA, 401K, Roth 401K, Simple IRA, SEP IRA, Health Savings Account (HSA), Flexible Spending Account (FSA), or Health Reimbursement Account (HRA). Investment or Health Savings Accounts also includes Employee Stock Option Plans (ESOP) and taxable brokerage accounts such as individual and joint stocks, funds, bonds and derivatives accounts of the association member held directly or indirectly by a financial institution or HSA Custodian/Administrator and established primarily for personal, family or household purposes.

Unauthorized Electronic Fund Transfer (UEFT) means an electronic fund transfer from the association member's investment or health savings account initiated by a person other than the association member without the actual authority to initiate such transfer and from which the association member receives no benefit.

An **unauthorized electronic fund transfer** does not include an electronic fund transfer initiated:

- by a person who was furnished the access device to the association member's account, unless the association member had given prior notification to the financial institution that transfers by such person(s) are no longer authorized:
- 2. with fraudulent intent by the **association member** or any person acting in concert with the **association member**;
- 3. by the financial institution or its employees; or
- 4. from any business or commercial account.

## **SECTION – EXCLUSIONS**

For Investment & Health Saving Accounts Cash Recovery, the following Exclusions are removed in their entirety, replaced or added as follows:

**EXCLUSIONS**, item h. is deleted in its entirety.

**EXCLUSIONS,** item o. is deleted and replaced by the following:

o. this Policy does not cover losses other than unrecoverable funds, exclusive of interest, removed through an unauthorized electronic fund transfer from the association member's investment or health savings account. All other monetary devices are excluded;

The following **EXCLUSIONS** are added:

- s. unauthorized electronic fund transfers from investment & heath savings accounts for which the association member activates online access, and a two-factor authentication, knowledge-based authentication (KBA) or other authentication process is provided by the financial institution or the HSA Custodian/Administrator and it is not been activated by the association member, or authentication is not required by the financial institution or the HSA Custodian/Administrator.
- t. unauthorized electronic fund transfers resulting from the financial institution's or the HSA Custodian/Administrator's, and/or the association member's failure

to comply with standard or customary transfer instruction verification and approval processes and procedures, including verification and approval by the financial institution, or the **HSA Custodian/Administrator**, and/or the **association member** on subsequent changes to transfer instructions.

## **SECTION - CONDITIONS**

**Duties When Loss Occurs**, item 5. the following requirement is added:

The association member must provide documentation from the financial institution that the funds were fraudulently removed and are non-recoverable from the financial institution.

## ALL OTHER PROVISIONS OF THE POLICY REMAIN THE SAME.



## **Privacy Notice**

You are a valued customer and we strive to meet your privacy concerns. We want to make sure your personal information is protected and that you understand the policies that protect you.

Assurant companies and other insurers that operate under this Privacy Notice ("We") provide various insurance products, including pre-funded funeral insurance, mobile insurance, credit insurance, and membership products. Our products may be sold directly to individuals, sold through our agents or offered on behalf of other companies. These other companies may be banks, finance companies, retailers, utilities, automobile dealers, manufactured housing, mortgage companies or funeral homes.

Pursuant to the United States Gramm-Leach Bliley Act, companies that qualify as financial institutions must provide their customers with a Privacy Notice on an annual basis. If you have asked not to be solicited, that request is still in effect. You do not need to contact us again. **This is not a solicitation.** You do not need to respond.

This Privacy Notice gives you examples of the types of data we lawfully collect, use, share or disclose; and the kinds of companies with whom we may lawfully share such data. These examples serve only as illustrations; they should not be considered all of the data we may lawfully collect, use or share. Below is our privacy pledge to you:

## **Our Privacy Principles:**

- We do not sell your personal information.
- We do not share your personal information with anyone outside the Assurant family of affiliated companies unless you expressly authorize the sharing, or it is permitted or required by law.
- We do not allow those with whom we do business to use our customer information for their own marketing purposes unless there is a valid joint marketing agreement.
- We will not collect, use, share or disclose any of your information if prohibited by law.
- We contractually require any person or business providing products or services on our behalf to safeguard our customer information.

## Information We May Collect

The level of information we may collect varies depending upon the type of services and products we offer you. Here are some examples of the types of information we may collect and how we gather it:

- From you (or provided to us on your behalf), on applications and other forms you submit to us; for example: your name, address, social security number, telephone number, employer and income.
- From your transactions with our companies or other non-affiliated parties; for example: your name, address, telephone number, age, credit card use, insurance coverage, transaction history, claims history and premiums.
- From consumer reporting agencies, public records and data collection agencies; for example: your obligations with others and your creditworthiness. However, we will not use your credit score, credit report or any other credit-related information in jurisdictions where it is prohibited by law.
- From health care providers, such as doctors and hospitals; for example: your past or present health condition. Health
  data will be collected only if we need to find out if you are eligible for coverage, process claims or prevent fraud, as
  authorized by you or as the law may permit or require. NOTE: We collect health data only to manage a health-related
  product or service; for example: life or disability insurance, for which you applied, or as otherwise permitted by law.
- From you when you enroll, request a service, or file a claim on one of our websites; for example: your name, address, contract number, credit card issuer and account number, personal identification number, e-mail address, service contract and claim information.
- From your visits to our internet websites; for example: session number and user ID. By reviewing our Online Privacy Policy along with the Legal Notice, Terms of Use, Site Agreement or similarly named link appearing on any of our websites, you may learn of any "cookies" utilized by us and of any additional information that may be collected from you on that site.

## Information We May Disclose or Share and With Whom

We may lawfully share customer information with other entities as needed to deliver products and services to you, provide customer service or handle your account.

## Disclosures Permitted by Law

We share customer information as described above and as permitted by law.

## Disclosures for Joint Marketing and Servicing

We may lawfully share customer information with persons or organizations inside or outside our family of companies that perform marketing services for us or with whom we have joint marketing agreements.

## Information Regarding Former Customers

We treat the information of prospective and former customers in the same manner as existing customers with respect to the use of personal information.

## **Our Security Procedures**

We restrict access to customer information to those employees whom we know have a valid business purpose to have access to such data. We maintain physical, electronic and procedural safeguards. We require those who provide services for us and to whom we provide your data to keep your information safeguarded and confidential.

## Changes to This Privacy Notice

We reserve the right to change this Privacy Notice at any time. If we make material changes, we will provide current customers a new notice that describes our new practices and will post it on our internet websites.

The following companies underwrite or market services under the Assurant service mark and adhere to this Privacy Notice. We value our relationship with you. Should you have any questions about our Privacy Notice, please write to us at The Assurant Privacy Office, P.O. Box 979047, Miami, FL 33197-9047.

### Affiliates:

American Bankers Insurance Company of Florida American Bankers Life Assurance Company of Florida American Memorial Life Insurance Company® American Security Insurance Company Caribbean American Life Assurance Company Caribbean American Property Insurance Company Consumer Program Administrators, Inc. (CPI) Dealers Performance, Inc. (DPI) John Alden Life Insurance Company

Reliable Lloyds Insurance Company Service Plan, Inc. (SPI) Standard Guaranty Insurance Company Time Insurance Company Union Security Insurance Company Union Security Life Insurance Company of New York Voyager Indemnity Insurance Company

National Product Care Company (NPCC)

Virginia Surety Company, Inc. (VSC)

## Non-Affiliates:

American Reliable Insurance Company Hallmark County Mutual Insurance Company IA American Life Insurance Company Ranchers and Farmers Mutual Insurance Company Republic Lloyds Southern County Mutual Insurance Company