

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

**IDENTITY FRAUD INSURANCE
CERTIFICATE OF INSURANCE**

INSURING AGREEMENT

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

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

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

COVERAGE

Identity Fraud - Expense Reimbursement

- I. We will reimburse the **association member** for **expenses** and **legal costs** incurred by the **association member** from our **legal network provider**, less any deductibles set forth 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
2. 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 or a securities firm 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** occurring on or arising out of the use of the Internet. The **occurrence** must be during the term of the membership.

- II. **Emergency Cash/Cash Recovery:** We will provide the **association member** an Emergency Cash or Cash Recovery benefit limited to payment for one occurrence within any 12 consecutive months of the term of the membership not to exceed the limit of liability shown on the Declarations Page in the event the **association member** experiences one of the following events:

- A. **Emergency Cash Association member** reports wallet lost or stolen to a law enforcement agency while traveling at least 100 miles from home;

Or

- B. **Cash Recovery** credit card deductibles, and/or funds directly drawn from the **association member's** checking or savings account should the **association member** have documented lost funds due to an act of **fraud, embezzlement, theft, forgery** or **data breach** which have not been recovered.

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

DEFINITIONS

We, Us, and Our means American Security Insurance Company.

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 Consumer Assist Network Association, Inc.

Association member means an **association member** who is in good standing with the **association**:

- a. who has paid the membership fee;
- b. whose name is shown on the enrollment/registration form; and

c. is named as certificate holder on the Declarations page.

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 or a securities firm 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.

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**;
2. Costs for notarizing affidavits or other similar documents, long distance telephone calls, 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**;
3. Costs 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; 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 12 months after discovery of an **identity fraud**.

Family member means the spouse, parent, siblings, children, relations by marriage and/or any other member of, or persons residing in the **association member's** household.

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, telefacsimile 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, telefacsimile, 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 the costs for reasonable fees for an attorney appointed by **us** from **our legal network provider** or costs, up to a maximum of \$75 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:

1. 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. 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.

Legal network provider means the entity contracted with **us** to provide access to a nationwide network of qualified attorneys to perform pre-negotiated services at a pre-negotiated rate.

Master Policyholder means the Association identified on the Declarations.

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**.

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

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 Certificate 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**;
- i. **loss** resulting from an **identity fraud** that was discovered prior to the effective date of this Certificate;
- j. **loss** arising out of business pursuits of the **association member**;
- k. **loss** of valuable papers, valuable documents, jewelry, silverware and other personal property including the philatelic value of stamps and the numismatic value of coins not in circulation;
- l. property damage, bodily injury or personal injury;
- m. **losses** incurred from financial performance of any investment of financial product;
- n. **loss** from games of chance;

- o. as to Coverage, Section I, items A – E, recovery of actual financial **losses** of any kind from acts of fraud or identity theft;
- p. as to Coverage, Section II, Emergency Cash/Cash Recovery, **losses** other than credit card deductibles, cash and funds directly drawn from a checking or savings account when not a result of an attempted transfer of funds to any other account by the **association member**. All other monetary devices are excluded.
- q. any **loss**, claims or damages that are not covered under the terms and provisions of this Certificate;
- r. **losses** or costs incurred for legal fees from any attorney not within **our** legal provider network;
- s. any **loss** which occurred while the **association member** was not an active and paid **association member** of the **association**.

CONDITIONS

1. **Limits of Insurance** - **Our** maximum limit of liability for **loss** under this Certificate shall not exceed the applicable limit stated in the Declarations Page.

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 **association member** regardless of the number of **losses** that occur for any one **association member** during the term of the membership.

2. **Coverage Period** - This insurance coverage will become effective on the date indicated on the Declarations of this Certificate at 12:01 A.M. Standard Time, at the **association member's** address stated in the Declarations.
3. **Loss Payment**
We will pay any **loss** covered under this Certificate within thirty (30) days after:
 - a. **We** reach agreement with the **association member**;
 - or
 - b. The entry of final judgement.
4. **Deductible** – Certain **losses** are subject to a deductible amount as shown on the Declarations Page. **We** will not pay for **loss** in any one occurrence until the amount of the loss exceeds the deductible shown on the Declarations Page. **We** will then pay the amount of the **loss** in excess of the deductible, up to the applicable limit of liability not exceeding the maximum amount of insurance shown on the Declarations Page.
5. **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**.

6. **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.

7. **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 Certificate, 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 60 days after the discovery of **loss**;
- c. Upon **our** request, submit to examination by **us**, and subscribe the same, under oath if required;
- d. 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;
- e. Produce for **our** examination all pertinent records;
- f. Cooperate with **us** in all matters pertaining to **loss** or claims;
- g. For Cash Recovery, provide documentation from the financial institution that the funds were fraudulently removed and are non recoverable from the financial institution; and
- h. For Emergency Cash, the **association member** must submit a copy of a police report from a law enforcement agency within the jurisdiction in which the wallet was lost or stolen.

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 Certificate.

8. **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.

9. **Assignment** - This Certificate may not be assigned to another person without **our** written consent. **We** will have no liability under this Certificate in the case of assignment without such written consent.

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

11. **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 Certificate and suit is filed within at least two year after an occurrence. No one will have the right to join **us** as a party to any against the **policyholder** or **association member**.

12. **Cancellation of Certificate** - This Certificate may be cancelled by the **association member** by surrender thereof to **us** or any of **our** authorized agents or by mailing to **us** written notice stating when thereafter the cancellation shall be effective. Cancellation will be effective the last day of the month that the cancellation is received in **our** office.

If **we** cancel, the return premium will be computed pro rate. If the **master policyholder** or **association member** requests cancellation, the return premium will be computed pro rata.

When the Certificate has been in effect for more than sixty (60) days, **we** may cancel or non-renew for one or more of the following reasons:

- a. nonpayment of premium;
- b. misrepresentation or fraud made with the knowledge of the insured;
- c. risk materially increased by an act or omission of the insured;
- d. physical changes that are not corrected resulting in property becoming uninsurable; or
- e. nonpayment of dues to an association or organization when payment of dues is a prerequisite to continuing coverage.

If the **association member** fails to pay the monthly premium this Certificate will automatically terminate 30 days after due date of premium.

We may cancel this Certificate by mailing to the **association member**, at the last address known to **us**, written notice at least 30 days prior to the date cancellation is to take effect.

All Certificates of Insurance will terminate at the same time as the Master Policy.

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

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

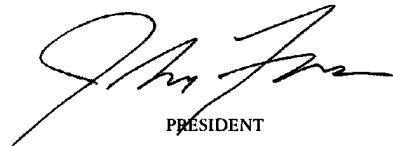
We shall not be liable to any **association member** for loss suffered as a result of action or inaction by the **association**

member, including such action or inaction as may result in avoidance of coverage.

14. **Nonrenewal** – **We** may elect not to renew this Certificate. **We** may do so by delivering to the **association member** at their address shown in the Declarations, written notice at least 30 days before the anniversary date of this Certificate which is written for an indefinite term. Proof of mailing will be sufficient proof of notice.
15. **Conformity to Statute:** This Certificate is amended to comply with the statutes of the jurisdiction:
- where it is issued; and
 - on the effective date.

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


SECRETARY


PRESIDENT

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

IDENTITY FRAUD INSURANCE

MANDATORY AMENDATORY ENDORSEMENT - MINNESOTA

THIS ENDORSEMENT CHANGES THE CERTIFICATE OF INSURANCE. PLEASE READ IT CAREFULLY.

COVERAGE, Identity Fraud – Expense Reimbursement, item I., the first paragraph is and item II. B., are deleted and replaced by the following:

I. We will reimburse the **association member** for **expenses** and **legal costs** incurred by the **association member**, less any deductible set forth on the Declarations Page, as the direct result of the following:

II.B. **Cash Recovery** traditional credit cards, pre-paid credit cards, and debit card deductibles, and/or funds directly drawn from the **association member's** mobile device (smart phone), or checking or savings account should the **association member** have documented lost funds due to an act of **fraud, embezzlement, theft, forgery**, or other data breach which have not been recovered.

DEFINITIONS, Association is deleted and replaced by the following:

Association means Consumer Assist Network Association, Inc., or any other eligible association, sponsor, employer, business or entity named as **Policyholder** on the Declarations Page.

DEFINITIONS, Association member is deleted and replaced by the following:

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

- a. who has paid the membership fee/product fee; and
- b. whose name is shown on the enrollment/registration form; and
- c. is named as certificate holder on the Declarations Page.

DEFINITIONS, Expenses items 2. and 4. are deleted and replaced by the following:

2. 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**;

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;

DEFINITIONS, Expenses, item 6. is added:

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**.

DEFINITIONS, Family member is deleted and replaced by the following:

Family member means the spouse, parent, siblings, children, relations by civil marriage and/or any other member of, or persons residing in the **association member's** household.

DEFINITIONS, Legal Costs item 2. is deleted and replaced by the following:

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

DEFINITIONS, Master Policyholder is deleted and replaced by the following:

Master Policyholder means the entity named on the Declarations Page.

EXCLUSIONS, items p. and r. are deleted and replaced by the following:

- p. as to Coverage, Section II. Emergency Cash/Cash Recovery, **losses** other than traditional credit cards, pre-paid credit cards, and debit card deductibles, cash and funds drawn directly from a mobile device (smart phone), checking or savings account. All other monetary devices are excluded;
- r. legal fees in excess of \$75 per hour;

CONDITIONS, item 3. **Loss Payment** is deleted and replaced by the following:

3. Loss Payment

We will pay any **loss** covered under this Certificate within five (5) business days after:

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

CONDITIONS, item 5. **Notice of Claim** is deleted and replaced by the following:

5. **Notice of Claim** must be given to **us** by the **association member** within a reasonable time period after the **date of discovery**.

Notice of Claim to an agent of **ours** is an acceptable notice to **us**.

CONDITIONS, item 8. **Transfer of Rights of Recovery Against Others to Us** is amended to add the following paragraph:

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.

CONDITIONS, item 12. **Cancellation of Certificate** is deleted and replaced by the following:

12. **Cancellation of Certificate** - This Certificate may be cancelled by the **association member** by surrender thereof to **us** or any of **our** authorized agents or by mailing to **us** written notice stating when thereafter the cancellation shall be effective. Cancellation will be effective the last day of the month that the cancellation is received in **our** office.

If we cancel, the return premium will be computed pro rata. If the **master policyholder** or **association member** requests cancellation, the return premium will be computed pro rata.

When the Certificate has been in effect for more than ninety (90) days, we may cancel for one or more of the following reasons:

- a. nonpayment of premium;
- b. misrepresentation or fraud made by or with the knowledge of the **master policyholder** or **association member** in obtaining the policy or in pursuing a claim under the policy;
- c. actions by the **master policyholder** or **association member** that have substantially

increased or substantially changed the risk insured;

- d. refusal of the **master policyholder** or **association member** to eliminate known conditions that increase the potential for loss after notification by **us** that the condition must be removed;
- e. determination by the commissioner that the continuation of the policy could place **us** in violation of the insurance laws of this state;
- f. loss of reinsurance; or
- g. nonpayment of dues to an association or organization when payment of dues is a prerequisite to continuing coverage.

If the **association member** fails to pay the monthly premium this Certificate will automatically terminate thirty (30) after due date of premium.

We may cancel this Certificate by mailing to the **association member**, at the last address known to **us**, written notice at least sixty (60) days prior to the date cancellation is to take effect.

All Certificates of Insurance will terminate at the same time as the Master Policy.

Upon cancellation claim(s) for coverages under this Certificate that have a proven **occurrence date** during the Certificate 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**.

CONDITIONS, item 13. **Concealment or Misrepresentation** is deleted and replaced by the following:

13. **Concealment or Misrepresentation** – No oral or written misrepresentation made by the **association member**, or in the **association member's** behalf, in the negotiation of insurance, shall be deemed material, or defeat or avoid the policy, or prevent its attaching, unless made with intent to deceive and defraud, or unless the matter misrepresented increases the risk of loss.

CONDITIONS, item 14. **Nonrenewal** is deleted and replaced by the following:

14. **Nonrenewal** - We may elect not to renew this Certificate. We may do so by delivering to the **association member** at their address shown in the Declarations Page, written notice at least sixty (60) days before the anniversary date of this Certificate which is written for an indefinite term. Proof of mailing will be sufficient proof of notice.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

AMERICAN SECURITY INSURANCE COMPANY

Administrative Offices: 260 Interstate North Circle Atlanta, GA 30339

Home Office: Atlanta, Georgia

ARBITRATION PROVISION

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO OBTAIN REDRESS THROUGH COURTS.

As used in this Arbitration Provision, "You" and "Your" mean the policyholder or policyholders, insureds, or additional insureds, and all of his/her heirs, survivors, assigns and representatives. "We" and "Us" mean American Security Insurance Company.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise), including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Policy or Certificate or any prior Policy or Certificate issued by Us to You, (2) Any credit, loan or purchase transaction in connection with which this Policy or Certificate or any prior Policy or Certificate was issued by Us to You, or (3) the validity, scope, interpretation, or enforceability of this Provision or of the entire Policy or Certificate ("Claim"), shall be resolved by binding arbitration before a single arbitrator. Unless You and We mutually agree on an alternative, the arbitration will take place in the county and state where You live. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator after You have been unsuccessful in obtaining a waiver of fees and costs from the AAA. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive federal and state law and applicable statutes of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Arbitration Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision, except that in no event shall this Arbitration Provision be amended or construed to permit arbitration on behalf of a group or class.** For the purpose of this Arbitration Provision, American Security Insurance Company shall be deemed to include all of its affiliates, successors and assigns, including but not limited to American Security Insurance Company, their respective principals, partners, officers and directors and all of the dealers, licensees, agents, and employees of any of the foregoing entities. This Arbitration Provision shall inure to the benefit of and be binding on You and each of the aforementioned persons and entities. This Provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Policy or Certificate.

No Class Actions/No Joinder of Parties: You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. You also agree that You will not join with others to bring Claims in the same arbitration proceeding unless all such persons are named on Your Policy or Certificate.

YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.

AMERICAN SECURITY INSURANCE COMPANY

Administrative Offices: 260 Interstate North Circle, Atlanta, GA 30339

Home Office: Atlanta, Georgia

NOTICE CONCERNING POLICYHOLDER RIGHTS IN INSOLVENCY UNDER THE MINNESOTA GUARANTY ASSOCIATION LAW

The financial strength of your insurer is one of the most important things for you to consider when determining from whom to purchase a property or liability insurance policy. It is your best assurance that you will receive the protection for which you purchased the policy. If your insurer becomes insolvent, you may have protection from the Minnesota Insurance Guaranty Association as described below but to the extent that your policy is not protected by the Minnesota Insurance Guaranty Association or if it exceeds the guaranty association's limits, you will only have the assets, if any, of the insolvent insurer to satisfy your claim.

Residents of Minnesota who purchase property and casualty or liability insurance from insurance companies licensed to do business in Minnesota are protected, subject to limits and exclusions, in the event the insurer becomes insolvent. This protection is provided by the Minnesota Insurance Guaranty Association.

Minnesota Insurance Guaranty Association
7600 Parklawn Avenue, Suite 460
Edina, Minnesota 55435-5137
(952) 831-1908

The maximum amount that the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer is limited to \$300,000. This limit does not apply to workers' compensation insurance. Protection by the guaranty association is subject to other substantial limitations and exclusions. If your claim exceeds the guaranty association's limits, you may still recover a part or all of that amount from the proceeds from the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The Guaranty Association assesses insurers licensed to sell property and casualty or liability insurance in Minnesota after the insolvency occurs. Claims are paid from the assessment.

THE PROTECTION PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON PROTECTION BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF PROPERTY AND CASUALTY INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL PROPERTY AND CASUALTY INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.