

American Bankers Insurance Company of Florida

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

DECLARATIONS PAGE

Policyholder and Mailing Address:

CSIdentity Corporation, a Delaware Corporation
1501 South Mopac Expressway, Suite 200
Austin, TX 78746

Policy Period: From **July 1st, 2015** To: **July 1st, 2016**
12:01 a.m. standard time at your mailing address shown above.

In return for the payment of the premium, and subject to all terms of this Policy, **we** agree with the Policyholder to provide Insurance as stated in this Policy.

Summary of Coverages:

Type of Coverage	Aggregate Limit of Liability	Deductible
I. Expense Reimbursement A. Fraud or Embezzlement B. Theft C. Forgery D. Data Breach E. Stolen Identity Event	\$1,000,000.00 per member	No Deductible
II. Emergency Cash (A) / Cash Recovery (B)	Not Applicable	Not Applicable

Premium: Paid for by the Policyholder

Form Numbers of Coverage Forms, Endorsements and other forms that are part of this Policy.

Identity Fraud Blanket Policy AJ9012PKK-0414
Privacy Notice DF00244A-0415

Countersigned at: _____

This _____ day of _____, 20_____.

AUTHORIZED REPRESENTATIVE

American Bankers Insurance Company of Florida

A Stock Insurance Company

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

IDENTITY FRAUD BLANKET POLICY

INSURING AGREEMENT

The **occurrence** must be during the term of the membership.

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

I. We will reimburse the **association member** for **expenses** and **legal costs** incurred by the **association member**, 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.

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 the following event:

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

Association member mean 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.

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, 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**;
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; 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 12 months after discovery of an **identity fraud**.
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**.

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 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. 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.

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.

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.

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 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**;
- i. **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**;
- 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, to 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, to **losses** other than traditional credit cards, pre-paid credit cards, and debit card deductibles, cash and funds

directly drawn from a mobile device (smart phone), checking or savings account. All other monetary devices are excluded;

- q. any **loss**, claims or damages that are not covered under the terms and provisions of this Policy;
- r. for legal fees in excess of \$75 per hour;
- 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 Policy shall not exceed the applicable limit stated on 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. **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.
3. **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**;
- 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, the **association member** must authorize the financial institution to provide certified documentation directly to **us**, signed by an authorized financial institution representative. This documentation must indicate that funds were fraudulently removed, the amount of the loss, the type of the loss suffered, and confirmation that funds 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 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.
- 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.
- 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 **association member** stating when thereafter the cancellation shall be effective.

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

We may cancel this Policy by mailing to the **policyholder**, at the mailing address shown in the policy and to each affected association member at their last known address, 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.

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 in the Declarations, 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.

All coverage under this Policy will terminate at the same time as the Policy.

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 avoidance 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 **association members** 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. **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.
- 15. **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.

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.



SECRETARY



PRESIDENT



ASSURANT
Solutions®



ASSURANT
Specialty
Property®

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 Solutions and Assurant Specialty Property companies and other insurers that operate under this Privacy Notice (“we”) provide insurance, service contracts 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 or mortgage companies.

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 Solutions or Assurant Specialty Property 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 nonaffiliated 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, 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 similar 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.

Notice of Insurance Information Practices

We may collect personal information from persons other than the individual or individuals proposed for coverage. Personal information as well as other personal or privileged information subsequently collected by us may in certain circumstances be disclosed to a third party without your authorization. You have the right to access and correct all personal information collected. A more complete Notice of Insurance Information Practices will be furnished to you upon request.

New Mexico and Vermont Residents

As required by state law, we will not share your financial or health data without your permission except as allowed by applicable New Mexico or Vermont law.

The following companies underwrite or market services under the Assurant Solutions or Assurant Specialty Property service marks 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 Solutions/Assurant Specialty Property Privacy Office, Post Office Box 979047, Miami, FL 33197-9047 or e-mail us your question at theprivacyoffice@assurant.com.

Affiliates:

American Bankers General Agency, Inc.
American Bankers Insurance Company of Florida
American Bankers Life Assurance Company of Florida
American Bankers Management Company, Inc.
American Memorial Life Insurance Company
American Reliable Insurance Company
Assurant Payment Services, Inc.
American Security Insurance Company
Assurant Service Protection, Inc.
Assurant Services of Puerto Rico, Inc.
Caribbean American Life Assurance Company
Caribbean American Property Insurance Company
Consumer Assist Network Association, Inc.
Federal Warranty Service Corporation
Insureco, Inc.

Insureco Agency & Insurance Services, Inc.
National Insurance Agency
Reliable Lloyds Insurance Company
Standard Guaranty Insurance Company
Sureway, Inc.
The Signal, L.P.
Time Insurance Company
Tracksure Insurance Agency, Inc.
Union Security Insurance Company
Union Security Life Insurance Company of New York
United Service Protection, Inc.
United Service Protection Corporation
U.S. Insurance Services, Inc.
Voyager Indemnity Insurance Company
Voyager Service Warranties, Inc.

Non-Affiliates:

American Collectors Insurance, Inc.
IA American Life Insurance Company
Ranchers and Farmers Mutual Insurance Company

Republic Lloyds
Southern County Mutual Insurance Company
Hallmark County Mutual Insurance Company
American Hobbyist Insurance, Inc.