

## American Bankers Insurance Company of Florida

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 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.

**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 one year 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**.

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. Premium for the month in which cancellation is effective is fully earned and no return premium will be paid for that month.

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:

- a. intentionally concealed or misrepresented a material fact or circumstance;
- b. engaged in fraudulent conduct; or
- c. 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.

which is written for an indefinite term. Proof of mailing will be sufficient proof of notice.

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

15. **Conformity to Statute:** This Certificate is amended to comply with the statutes of the jurisdiction:
- a. where it is issued; and
  - b. 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

**IDENTITY FRAUD INSURANCE  
MANDATORY AMENDATORY ENDORSEMENT - NEW YORK**

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

Coverage, **Identity Fraud – Expense Reimbursement**, items I. and 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 deductibles 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 or 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, **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**, item 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. for legal fees in excess of \$75 per hour;

Condition 7. **Duties When Loss Occurs**, item g. is deleted and replaced by the following:

- 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 loss suffered, and confirmation that funds are non-recoverable from the financial institution; and

Condition 11. **Action Against Us** is deleted and replaced by the following:

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 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**.

Condition 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 the **association member** request cancellation, the return premium will be computed pro rata.

**We** may cancel this Certificate by mailing to the **association member** at their last known mailing address to **us**, at least 45 days, or 20 days if based upon non-payment of premium, before the date cancellation takes effect.

When this Certificate has been in effect for 60 days or more, or at any time it is a renewal with **us**, **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 misrepresent in the obtaining of the Certificate or in the presentation of a claim thereunder;
- d. after issuance of the Certificate or after the last renewal date, discovery of an act or omission that substantially and materially increases the hazard insured against, and which occurred subsequent to the inception of the current Certificate coverage period;
- e. material physical change in the property insured, occurring after issuance or last renewal date of the Certificate which results in the property becoming uninsurable in accordance with **our** objective, uniformly applied underwriting standards in effect at the time the Certificate was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal, which causes the risk of loss to be substantially or materially increased beyond that contemplated at the time the Certificate was issued or last renewed;
- f. a determination by the superintendent that continuation of **our** present premium volume would jeopardize **our** solvency or be hazardous to the interests of **our** policyholders, creditors or the public;
- g. a determination by the superintendent that the continuation of the Certificate would violate or would place **us** in violation of any provision of the New York Insurance Laws; and

h. where **we** have reason to believe, in good faith and with sufficient cause, that there is a probable risk or danger that the **association member** will destroy or permit to be destroyed the insured property for the purpose of collecting the insurance proceeds, provided, however, that:

- (1) notice of cancellation on this ground will inform the **association member** in plain language that the **association member** must act within ten days if review by the department is desired; and
- (2) notice of cancellation on this ground will be provided simultaneously by **us** to the department; and
- (3) upon written request to the department by the **association member**, the department will undertake a review of the grounds for cancellation to determine whether or not **we** have satisfied the criteria for cancellation as specified; if after such review the department finds no sufficient cause for cancellation the notice of cancellation will be deemed null and void.

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**.

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

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

Condition 16. **Appraisal** is added as follows:

16. **Appraisal** – In case the **association member** and **we** shall fail to agree as to the actual cash value, the extent of the loss or damage or the amount of the loss or damage, 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 disinterested umpire; and failing for fifteen days to agree upon such umpire, then on request of the **association member** 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 the actual cash value, the extent of the loss or damage and the amount of the loss or damage 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 the actual cash value, the extent of the loss or damage and the amount of the loss or damage. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**