Identity Fraud Financial Reimbursement
TERMS AND CONDITIONS
Summary of Benefits

These Terms and Conditions are provided to inform you that as a member of a Participating Identity Protection Membership Program, that includes identity theft insurance wherein you are entitled to benefits under the Policy as issued to ConsumerInfo.com or CSIdentity Corporation and described in these Terms and Conditions. Various provisions in these Terms and Conditions and in the Policy restrict coverage. Read the entire Terms and Conditions carefully to determine rights, duties and what is and is not covered.

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

The Identity Fraud Expense Reimbursement benefit is underwritten and administered by American Bankers Insurance Company of Florida, an Assurant company, under a group or blanket policy issued to ConsumerInfo.com, Inc. or CSIdentity Corporation, both Experian companies and also known collectively as Experian Consumer Services (hereinafter, "Experian"), or its respective affiliates for the benefit of its Members. To obtain a complete copy of the Policy contact the customer assistance center contained in your membership materials. American Bankers Insurance Company of Florida administers all claims and is solely responsible to Members with respect to the Identity Fraud Expense Reimbursement benefit.

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

LIMITS OF INSURANCE

Coverage	Limit of Liability
Expense Reimbursement	Please see your **participating identity protection membership program** fulfillment materials for your coverage limit per 12 Month Period
Cash Recovery (Cash Recovery only applicable if included in the **participating identity protection membership program**	Please see your **participating identity protection membership program** fulfillment material for your Cash Recovery limit. Cash Recovery is not included in all identity theft plans.
Cash Recovery Aggregate Investment & Health Savings Accounts	Please see your **participating identity protection membership program** fulfillment material for your Cash Recovery limit. Cash Recovery is not included in all identity theft plans
Cyber Extortion	Please see your **participating identity protection membership program** fulfillment material for your Cyber Extortion limit. Cyber Extortion is not included in all identity theft plans
Cyber Bullying	Please see your **participating identity protection membership program** fulfillment material for your Cyber Bullying limit. Cyber Bullying is not included in all identity theft plans

Deceased/Ghosting Identity Theft	Please see your **participating identity protection membership program** fulfillment material for your Deceased/Ghosting Identity Theft limit. Deceased/Ghosting is not included in all identity theft plans
Elder/Senior Fraud Expense Recovery	Please see your **participating identity protection membership program** fulfillment material for your Elder/Senior Fraud Expense Recovery limit. Elder/Senior Fraud Expense Recovery is not included in all identity theft plans
Employment/Application Identity Theft	Please see your **participating identity protection membership program** fulfillment material for your Employment/Application Idenity Theft limit. Employment/Application Identity Theft is not included in all identity theft plans
Emergency Cash/Lost Wallet $500	Please see your **participating identity protection membership program** fulfillment material for your Emergency Cash/ Lost Wallet limit. Emergency Cash/Lost Wallet is not included in all identity theft plans

DUTIES WHEN LOSS OCCURS

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

a. Give notice as soon as practicable to:
   (1) the appropriate authority and affected institutions, if applicable; and
   (2) call the customer assistance number contained in your membership materials to make a valid claim within sixty (60) days of the **date of discovery**, or as soon as reasonably possible.

   If the loss involves a violation of law, the **member** shall also notify the police. The **member** must submit a copy of the police report when filing a claim;

   For both Checking & Savings Account Cash Recovery and Investment and HSA Cash Recovery claims, the member must provide documentation from the financial institution that the funds were fraudulently removed and are non-recoverable from the financial institution.

   For Emergency Cash/Lost Wallet, the 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.

For Cyber Bullying., the following requirements are added:

a. Submit to **us** the signed and completed claim form accompanied by the Attending Physician's Statement and/or Employer Statement, if applicable, and any medical bills or documentation the **member** may have related to their **counseling and rehabilitation services**.

b. Submit to us copies of all relevant expense receipts and supporting documentation for our examination for **content removal services**, **counseling and rehabilitation services**, **digital forensic services**, and **legal costs**.

c. Submit to us all relevant **educational facility relocation costs** receipts and supporting documentation for our examination regarding temporary private tutoring, unreimbursed tuition, new school enrollment fees and increase in tuition, along with any termination notices.

e. For Loss of Wages: submit to **us**, for **our** examination, copies of **member's** paystubs or for gig works (e.g., Uber, lyft, DoorDash) or those who are self-employed, a balance sheet or copy of wages/deposits from the **member's** business or gig employer.

b. File detailed **proof of loss**, duly sworn to, with us within sixty (60) days after the discovery of **loss**;

c. Take all reasonable steps to mitigate **loss** resulting from **identity fraud** including, but not limited to, requesting a waiver for any applicable fees, loan application fees or credit bureau fees;

d. Upon **our** request, submit to examination by **us**, and subscribe the same, under oath if required;

e. Upon **our** request, cooperate to help **us** enforce legal rights against anyone who may be liable to the **member** to include giving evidence and attending depositions, hearing and trials;

f. Immediately forward to **us** any notices, summons or legal papers received by the **member** in connection with the **loss** or the **identity fraud**;

g. Produce for **our** examination all pertinent records;

h. Cooperate with **us** in all matters pertaining to **loss** or claims;

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

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

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

COVERAGE

Identity Fraud – Expense Reimbursement

We will reimburse the **member** for **expenses** and **legal costs** incurred by the **member,** up to the Aggregate Limit of Liability as shown on the Limits of Insurance section of their participating identity protection membership program fulfillment materials from the direct result of the following:

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

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

3. **Forgery**
   For **loss**, with an **occurrence date** during the term of the membership, resulting directly from **forgery** or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay money that are:
   1. Made or drawn by or drawn upon the **member's** account; or
   2. Made or drawn by one purporting to act as the **member's** agent.

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

from the **member's** accounts or misuse of data to obtain property, credit or monies using the **member's** information.

5. **Stolen Identity Event**
For **loss** resulting from a **stolen identity event,** including but not limited to a **stolen identity event** occurring on or arising out of the use of the Internet. The **occurrence date** must be during the term of the membership. A **stolen identity event** means the theft, unauthorized, or illegal use of the **member's** name, social security number, or other method of identifying the member.

Cash Recovery

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

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

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

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

For Family Plans and Spouse Plans, the Investment & Health Savings Accounts Cash Recovery benefit not to exceed the limit of liability shown on the Declarations Page.

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

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

Investment & Health Savings Accounts Cash Recovery

We will reimburse the member, up to the Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions, an Investment & Health Savings Accounts Cash Recovery benefit, for unrecoverable funds, exclusive of interest, removed through an **unauthorized electronic fund transfer** from the **member's investment or health savings account**, due to an act of **fraud**, **embezzlement**, **theft**, **forgery** or other **data breach**, which have not been recovered.

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

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

The **member** is not covered if the **unauthorized electronic fund transfer** first occurs after the termination of the Policy under which this coverage is provided, or the **member** is not an active and paid **member** of the **policyholder.**

For Family Plans and Spouse Plans, the Investment & Health Savings Accounts Cash Recovery benefit not to exceed the limit of liability shown on the Declarations Page.

The Investment & Health Savings Accounts Cash Recovery benefit is part of, and not in addition to the Expense Reimbursement Aggregate Limit of Liability. For Investment & Health Savings Accounts Cash Recovery we will pay up to the Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions.

An **unauthorized electronic fund transfer** does not include an electronic fund transfer **i**nitiated:

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

Cyber Bullying

We will reimburse the **member,** up to the Aggregate Limit of Liability shown on the Limits of Insurance section of these Terms and Conditions, a Cyber Bullying benefit limited to payment for one (1) **occurrence** within any twelve (12) consecutive months, for recovery of **cyber bullying costs** incurred by the **member**, where such **cyber bullying costs** are incurred solely and directly because of a c**yber bullying** incident, within the six (6) months after the **cyber bullying** first started and where such **cyber bullying** costs are in addition to any otherwise covered or collectable costs.

The **member** will only be covered from a **cyber bulling** event if the **cyber bullying** act first occurs on or after the effective date of the Policy under which this coverage is provided, while the **member** is an active and paid **member** of the **policyholder**, and the loss is reported to **us** within thirty (30) days after the **cyber bullying** first started.

The **member** is not covered if the **cyber bullying** first occurs after the termination of the Policy under which this coverage is provided, or the **member** is not an active and paid **member** of the **policyholder.**

For **Family Plans**, the Cyber Bulling benefit is limited to payment for one (1) **occurrence** within twelve (12) consecutive months of the term of the Policy, not to exceed the Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions.

The Cyber Bulling benefit is part of, and not in addition to the Expense Reimbursement Aggregate Limit of Liability. **We** will pay up to the Limits of Insurance section of these Terms and Conditions.

Cyber Extortion

We will reimburse the **member** for **cyber extortion expenses** incurred by the **member** up to the Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions, as the direct result of recovering from a **cyber extortion/ransomware** attack affecting **member's** connected device, with an occurrence date during the term of the membership.

Cyber Extortion Expense Reimbursement will not cover any ransom or extortion monies paid by the **member**.

Deceased/Ghosting Identity Theft

We will reimburse the **member** for **expenses** and **legal costs** incurred by the **member**, up to the Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions**,** as the direct result of **fraud** or **embezzlement, forgery**, or **stolen identity event**, arising out of **identity fraud** of **a member's deceased family member**, with an **occurrence date** during the term of the membership.

Deceased/Ghosting Identity Theft will not cover any **expenses** or **legal costs** incurred by the **member:**

1. not arising out of a direct result of **identity fraud** of an **member's deceased family member**; and
2. for which the **deceased family member's** estate, executor, or a party or individual, other than the **association member**, is obligated to pay.

The Deceased/Ghosting Identity Theft benefit is part of, and not in addition to the Expense Reimbursement Aggregate Limit of Liability. **We** will pay up to the Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions.

Elder/Senior Fraud Expense Recovery

We will reimburse the **member** for **expenses** and **legal costs** incurred by the **member**, up to the Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions, as the direct result of **fraud or embezzlement**, t**heft**, **forgery**, **data breach** or **stolen identity event** of a **member's senior family member**, with an **occurrence date** during the term of the membership.

Elder/Senior Fraud Expense Recovery will not cover any **expenses** or **legal costs** incurred by the **association member** not arising out of a direct result of **identity fraud** of **a member's senior family member.**

The Elder/Senior Fraud Expense Recovery benefit is part of, and not in addition to the Expense Reimbursement Aggregate Limit of Liability. **We** will pay up to the Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions.

Employment/Application Identity Theft

We will reimburse the **member** for **expenses** and **legal costs** incurred by the **member**, up to the Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions, as the direct result of **fraud or embezzlement**, **forgery**, or **stolen identity event**, resulting in **member's professional identity theft**, with an **occurrence date** during the term of the membership.

Employment/Application Identity Theft will not cover any **expenses** or **legal costs** incurred by the **member** not arising from a **professional identity theft.**

Employment/Application Identity Theft benefit is part of, and not in addition to the Expense Reimbursement Aggregate Limit of Liability. **We** will pay up to the Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions.

Emergency Cash/Lost Wallet

We will provide the **member** an Emergency Cash benefit up to the Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions, in the event the **member** reports their wallet lost or stolen to a law enforcement agency while traveling at least 100 (one-hundred) miles from home. The **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.

EXCLUSIONS

Expense Reimbursement and the Cash Recovery do not cover:

a. **loss** due to any fraudulent, dishonest or criminal act by the **member** or any person acting in concert with the **member**, or immediate **family member**, whether acting alone or in collusion with others;

b. **loss** resulting directly or indirectly from any errors or omissions occurring in the following actions:
   1. the input of data to any computer system; or
   2. the processing of data by any computer system; or
   3. the manual or electronic processing of any output produced by any computer system;

c. **loss** resulting directly or indirectly from the voluntary surrendering by the **member** or **member's deceased family member** of any **access device**, in whole or in part, to any person or entity;

d. **loss** resulting from any unintentional clerical error in the transfer from or debit of any account of the **member** or **member's deceased family member** which is initiated by a financial institution, or any employee(s) thereof. However, this exclusion shall not apply to a fraudulent act of an employee(s) of a financial institution where said employee(s) is acting without the permission or instruction of their employer;

e. **loss** in connection with any pre-authorized transfer from any account to or for the benefit of a financial institution, or to any other account of the **member** or **member's deceased family member**

f. indirect or consequential **loss** of any nature;

g. **loss** of potential income not realized by the **member** or **member's deceased family member**

h. **loss** resulting from an **identity fraud** that was discovered prior to the effective date of the Policy under which this coverage is provided;

i. **loss** arising out of business pursuits of the **member** or **member's deceased family member**

j. **loss** of valuable papers, valuable documents, jewelry, silverware and other personal property including the philatelic value of stamps and the numismatic value of coins not in circulation;

k. property damage, bodily injury or personal injury;

l. **losses** incurred from financial performance of any investment of financial product;

m. **loss** from games of chance;

n. for Cash Recovery Aggregate **losses** other than traditional credit cards, pre-paid credit cards and debit card deductibles or unrecoverable funds, exclusive of interest, directly drawn from or removed through an **unauthorized electronic fund transfer** from the **member's** mobile device (smart phone), or other financial **account**. , and for Investment & Health Savings Accounts Cash Recovery **losses** other unrecoverable funds, exclusive of interest, removed through an **unauthorized electronic fund transfer** from the **member's investment or health savings account**. All other monetary devices are excluded;
o. any **loss,** claims or damages that are not covered under the terms and provisions of the Policy under which this coverage is provided;

p. legal fees in excess of $350 per hour;

q. any **loss** which occurred while the **member** was not an active **member** of the **participating identity protection membership program**

Investment & Health Savings Account Cash Recovery does not cover:

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

b. **unauthorized electronic fund transfers** resulting from the financial institution's or the **HSA Custodian/ Administrator's**, and/or the **member's** failure to comply with standard or customary transfer instruction verification and approval processes and procedures, including verification and approval by the financial institution, or the **HSA Custodian/Administrator**, and/or the **member** on subsequent changes to transfer instructions.

c. This policy does not cover loss resulting from unauthorized electronic transfers of digital currency or cryptocurrency such as Bitcoin, Ethereum, or Litecoin, or any currency not regulated or supervised by a government agency.

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

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

The member is not covered if the unauthorized removal of funds or unauthorized electronic fund transfer first occurs after the termination of the Policy under which this coverage is provided, or the member is not an active and paid member of the policyholder

Cyber Bullying does not cover:

a. **loss** other than **cyber bullying costs**;
b. **loss** resulting from a **cyber bullying** first occurring prior to the effective date of the Policy under which this coverage is provided;
c. **legal costs** in excess of $350 per hour.

Limit of liability is the lesser of 10% of base limit or $100,000

DEFINITIONS

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

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

Connected Devices means laptops, tablets, personal computers and smartphones. **Connected devices** also includes home **connected devices** such as smart TV's, smart TV boxes, game consoles, refrigerators, thermostats, washers, dryers, speakers, virtual assistants (i.e. Alexa, Google Assist and Amazon Echo), and dishwashers.

Content Removal Services means the services of a specialist service provider for the purposes of removing or attempting to remove online content from public websites where such content has been deemed a part of a campaign of **cyber bullying** against the **member**.

Counseling and Rehabilitation Services means specialist **counseling and rehabilitation services** as prescribed by a physician, psychologist or other mental health professional who is not the association member or the association member's family member, received within six (6) months after the cyber bullying begins.

Cyber Bullying means three or more similar or related acts of harassment or intimidation including defamation of character, invasion of privacy or threats of violence that are:

a. committed against the **member**;
b. received by a computer, telephone, portable device such as a smartphone, electronic tablet or handheld computer, or any similar device. Cyberbullying methods include, but are not limited to, the use of texting,

instant messaging, chat rooms, and messages, photos and other content posted on the Internet or social networking sites; and

c. results in the **member's**
   i. wrongful termination, false arrest or wrongful discipline by a governing official or body of a primary or secondary school, institution of higher education or private school; or
   ii. debilitating shock, mental anguish or mental injury that has been diagnosed by a licensed physician, psychologist, or other authorized mental health professional, other than the **member** or the **member's** family member, leading to the **member's** inability to attend school or work full-time for more than one week.

Any series of such similar or related **cyber bullying** acts committed by any person or group of persons acting in concert or in which any person or group of persons is involved or implicated will be considered as one act of **cyber bullying** occurring at the time of the first such act. A **cyber bullying** event does not mean an act against the **member** arising out of the **member's** business activities, or where the **member** or the **member's** family member are in pursuit of or holding a public office, or where the act against the **member** involves a family member.

Cyber Bullying Costs mean reasonable and necessary costs for:

a. **Content Removal Services**
b. **Counseling and Rehabilitation Services**
c. **Digital Forensic Services**
d. **Educational Facility Relocation Costs**
e. **Legal Costs**
f. **Lost Wages**

Cyber Extortion/Ransomware means a malicious software, or malware, designed to deny member access to their connected device or connected device's data until a ransom is paid.

Cyber Extortion Expenses means reasonable and customary expenses incurred by the **member** for:

1. cost of hiring expert to negotiate with hacker, up to a maximum of $125 per hour;
2. cost for technical support for restoring **connected device** from backups after a **ransomware** attack affecting the device; and
3. cost for technical support for reinstalling laptop, tablet, or personal computer operating system after a **ransomware** attack affecting the device.

Data Breach means the misuse of the **member's** information as a result of a data compromise of information from a financial institution, a credit reporting agency, a credit grantor, a securities firm, employer or other institution/company maintaining the **member's** personal information, that results in monies stolen from the **member's** accounts or misuse of data to obtain credit or monies using the **member's** information.

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

Deceased Family Member means the **member's spouse** or **domestic partner**, parent, siblings, children and/or any other member of, or dependent persons who resided in the **member's** household who has been declared dead. **Deceased Family Member** also includes the **member's** deceased:

1. unmarried children (including those who the **member** is their legal guardian)
2. dependent(s) with documented disabilities who relied on the **member** for maintenance and support.
3. parents or grandparents of the **member**.

Digital Forensic Services means the services of a specialist **digital forensic service** provider for the purposes of collecting information to be used by the member to aid in the identification of or prosecution of the perpetrator of a cyber bullying campaign against the member.

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

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

Educational Facility Relocation Costs means the costs of reasonable and necessary temporary private tutoring due to a **minor member** being unable to attend school, or new school enrollment fees and/or the increase in tuition to transfer the **minor member** to another. alternative but similar school, provided such costs are incurred within six (6) months after the cyber bullying begins

Educational Transcript means a document produced and certified by a learning institution providing a complete and unaltered list of all study completed by the member which usually includes member's personal information, qualification(s) completed (including date completed/conferred), qualification(s) still in progress, course(s) of study attempted or completed by year, course weighting and grades attained, key to grading scale used by the institution, and the official seal of the institution.

Employment/Application Identity Theft means the use of **member's** personal information to rent living accommodations, conceal a criminal past, or secure a job by the unauthorized use of **member's** personal information, personal professional license numbers and/or credentials, to determine **member's** eligibility for employment or housing.

Expenses mean**:**

1. Costs incurred by the **member** for re-filing applications for loans, grants, or other credit that are rejected solely because the lender received from any source incorrect information as a result of the **identity fraud**;
   For Employmnet/Application Identity Theft, costs incurred by the **member** for refiling job or rental applications rejected solely on incorrect information contained in **member's** background check report, as a result of the **identity fraud**;

2. Costs for notarizing affidavits or other similar documents, long distance telephone calls, travel and postage reasonably incurred as a result of the **member's** efforts to report an **identity fraud** or amend or rectify records as to the **member's** or **member's deceased family member's** true name or identity as a result of an **identity fraud**;

3 Reasonable costs incurred by the **member** for up to six (6) credit reports from established credit bureaus (with no more than two (2) reports from any one credit bureau) dated within twelve (12) months after the **member's** discovery of an **identity fraud**, and costs incurred for contesting the accuracy or completeness of any information contained in a credit report following an **identity fraud**;

4. Payment for reasonable **expenses** incurred for the placement of up to twelve (12) credit freezes or credit thaws per 12 month period as a result of being notified of a data breach in which the member's personal information was compromised and payment for expenses that were a result of recovery from an **identity fraud** such as; credit freeze, credit thaw costs, transcript costs, appeal bond, court filing fees, expert witness or courier fees; For Deceased/Ghosting Identity Theft, payment for reasonable **expenses** incurred that were a result of recovery from an **identity fraud** such as; credit

freeze, credit thaw costs, ordering of death certificate costs, transcript costs, appeal bond, court filing fees, expert witness or courier fees;

5. Actual lost base wages that would have been earned, for time reasonably and necessarily taken off work solely as a result of efforts to amend or rectify records as to the **member's** or **member's deceased family member's** true name or identity as a result of an **identity fraud**. Actual lost wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days and excludes sick days, business interruption and future earnings of a self-employed professional. Coverage is limited to base wages within twelve (12) months after discovery of an **identity fraud.** Base wages must be supported by and based on the prior year tax return.

6. Child or elderly care costs that would have otherwise not been incurred, resulting from time reasonably and necessarily taken away from providing such care as a result of efforts to amend or rectify records as to the **member's** or **member's deceased family member's** identity as a result of an **identity fraud**.

7. Reasonable and necessary costs incurred by the **member** for ordering medical records for the purpose of amending and/or rectifying these documents as a result of an **identity fraud**.
   For Employment/Application Identity Theft, reasonable and necessary costs incurred by **member** for: ordering a background check report for the purpose of amending and/or rectifying the document as a result of an **identity fraud**;

8. Reasonable and necessary costs incurred by **member** for the replacement of identification cards, driver licenses, **educational transcripts**, occupational licenses, and passports as a result of an **identity fraud**.

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

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

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

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

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

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

The Aggregate Limit of Liability shown on the Limits of Insurance section of your **participating identity protection membership program** will be the maximum amount we will pay for all covered **losses** per **Family Plan** regardless of the number of **losses** that occur for any one **member** per twelve (12) month period.

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

Fraud or Embezzlement includes electronic, telegraphic cable, teletype tele facsimile, telephone or written instructions which: purports to have been transmitted or written by the member, but which was in fact fraudulently transmitted or altered by someone else without **member's** or **member's deceased family member**, knowledge or consent; or received by the **member** or **member's deceased family member**, which purports to have been transmitted by an employee but which was in fact fraudulently transmitted by someone else without member's or **member's deceased family member**, or employee's knowledge or consent.

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

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

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

Legal Costs means costs, up to a maximum of $350 per hour, for reasonable fees for an attorney fees for an attorney selected by the **member** and related court fees, incurred by the **member** with **our** consent, for:

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

For Cyber Bullying, **Legal Costs** means the services of a specialist legal firm up to a maximum of $350 per hour to provide legal services in relation to **cyber bullying** against the **member.**

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

Loss of Wages means actual lost base wages that would have been earned in the United States, for time taken off work to consult with content removal service providers, **counseling and rehabilitation service** providers, **digital forensic service** providers, educational facility, and legal services in relation to **cyber bullying** against the **member**. Actual lost wages include remuneration for vacation days, discretionary days, floating holidays, and paid personal days and excludes sick days, business interruption and future earning of a self-employed professional. Base wages must be supported by and based on prior year tax return.

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

Minor Association Member means the primary association member's or the **primary association member's spouse** or **domestic partner's** children including:

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

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. For Cyber Bullying, **Occurrence** means an incident of an actual cyber bullying act or series of related acts, whether committed by one or more persons.

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

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

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

Primary Guardian or Caregiver means the **primary member** or, **primary member's spouse** or **domestic partner**, who provides care or accepts guardianship of their elderly parents and/or grandparents and agrees to a higher level or responsibility including making medical and daily care decisions for the elderly parent or grandparent.

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

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

Professional Identity Theft means the use of **member's** personal information to rent living accommodations, conceal a criminal past, or secure a job by the unauthorized use of **member's** personal information, personal professional license numbers and/or credentials, to determine **member's** eligibility for employment or housing.

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

Senior Family Member means the **primary member's**, or their **spouse's** or **domestic partner's**, parents or grandparents living on their own, in a nursing home, or in an assisted living facility, who rely on the **primary member** for maintenance and support and for whom the **primary member** is the **Senior Family Member's primary guardian or caregiver**.

Spouse means a person who is either:

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

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

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

An **unauthorized electronic fund transfer** does not include an electronic fund transfer **i**nitiated:

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

CONDITIONS

1. **Limits of Insurance** - **Our** maximum limit of liability for **loss** under these Terms and Conditions shall not exceed the applicable limit stated on your **participating identity protection membership program**.

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

   Our total aggregate limit of liability shown on your **participating identity protection membership program**, or the Policy if in conflict, will be the maximum amount **we** will pay for all covered **losses** per **primary member** or **family plan** membership**,** regardless of the number of **losses** that occur for any one **member** per twelve (12) month period.

2. **Loss Payment**
   We will pay any **loss** covered under the Policy under which this coverage is provided, within thirty (30) days after:
   a. **We** reach agreement with the **member**; or
   b. The entry of final judgment.

3. **Notice of Claim** must be given to **us** by the **member**:
   a. in writing; and
   b. within a reasonable time period after the **date of discovery**.

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

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

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

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

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

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

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