Identity Fraud Financial Reimbursement

TERMS AND CONDITIONS

Summary of Benefit

These Terms and Conditions are provided to inform you that as a customer of Equifax or its affiliates who are enrolled in an Equifax identity protection membership program that includes identity theft insurance, you are entitled to benefits under the Policy as issued to Equifax, Inc. 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 Equifax, Inc. Policy. Your benefits will be subject to all the terms, conditions, exclusions and definitions of the Policy as issued to Equifax, Inc. A complete copy of the Policy will be available upon request. If the Policy issued to Equifax, Inc. is terminated, your benefits under the Policy as issued by Equifax will cease effective that date. It is the obligation of Equifax, Inc. 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 group/blanket policies issued to Equifax, Inc. for the benefit of its Members. To obtain a complete copy of the Policy as issued to Equifax, Inc., contact Equifax at 1 (877) 474-8273.

American Bankers Insurance Company of Florida administers all claims and Equifax, Inc. shall have no responsibility to Members with respect to the Identity Fraud Expense Reimbursement benefit.

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

LIMITS OF INSURANCE

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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 1 (877) 474-8273 to make a valid claim within sixty (60) days of the date of discovery, or as soon as reasonably possible.

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

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

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

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

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

e. Upon our request, cooperate to help us enforce legal rights against anyone who may be liable to the member to include giving evidence and attending depositions, hearing and trials;
f. Immediately forward to us any notices, summons or legal papers received by the member in connection with the loss or the identity fraud;

g. Produce for our examination all pertinent records;

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

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

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

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

COVERAGE
Identity Fraud – Expense Reimbursement

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

Cash Recovery Aggregate 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 and paid member of the policyholder.

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

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

EXCLUSIONS

Expense Reimbursement and the Cash Recovery Aggregate does 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 of any access device, in whole or in part, to any person or entity;

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

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

f. indirect or consequential loss of any nature;

g. loss of potential income not realized by the member;
h. **loss** resulting from an **identity fraud** that was discovered prior to the effective date of the Policy under which this coverage is provided;

i. **loss** arising out of business pursuits of the **member**;

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

k. property damage, bodily injury or personal injury;

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. All other monetary devices are excluded;

o. any **loss**, claims or damages that are not covered under the terms and provisions of the Policy under which this coverage is provided;

p. legal fees in excess of $125 per hour;

q. any **loss** which occurred while the **member** was not an active and paid **member** of the **policyholder**.

r. For Cash Recovery Aggregate, this policy does not cover loss resulting from unauthorized electronic transfers of digital currency or cryptocurrency such as Bitcoin, Ethereum, or Litecoin, or any currency not regulated or supervised by a government agency.

**DEFINITIONS**

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

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

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

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

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

**Expenses** mean:

1. Costs incurred by the **member** for re-filing applications for loans, grants, or other credit that are rejected solely because the lender received from any source incorrect information as a result of the **identity fraud**;

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

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

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

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

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

7. Reasonable and necessary costs incurred by the **member** for ordering medical records for the purpose of amending and/or rectifying these documents as a result of an **identity fraud**.

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

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

10. Reasonable and necessary costs, up to a maximum of $125 per hour, incurred by the **member** associated with the use of any certified public accountant engaged to amend or rectify records as to the **member's** true name or identity as a result of an **identity fraud**. We reserve the right to select such certified public accountant; however, with our express prior written consent, **member** may elect such certified public accountant.
**Family Member** means the *primary member's spouse* or *domestic partner*, parent, siblings, children and/or any other member of, or dependent persons residing in the *primary member's household*. *Family member* also includes a *primary member's spouse* or *domestic partner'*s:

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

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

*Family Plan* means a membership program that: extends coverage, up to the Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions, 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 on the Limits of Insurance section of these Terms and Conditions will be the maximum amount we will pay for all covered *losses* per *Family Plan* regardless of the number of *losses* that occur for any one *member* per twelve (12) month period.

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

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

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

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

1. Defense of any legal action brought against the *member* by a merchant, creditor or collection agency or entity acting on their behalf for non-payment of goods or services or default on a loan as a result of the *identity fraud*;
2. Defense of or the removal of any civil judgments wrongly entered against the *member* as a result of *identity fraud*; and
3. Challenging the accuracy or completeness of any information in a *member's* consumer credit report, medical history or tax history, as a result of *identity fraud*; and
4. *Member's* initial consultation with a lawyer to determine the severity of and appropriate response to an *identity fraud*.

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

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

*Occurrence* means an incident of an actual or attempted fraudulent, dishonest or criminal act or series of related acts, whether committed by one or more persons.
Occurrence date means the earliest possible date of discovery.

Policyholder means Equifax.

Primary Member means a customer of Equifax or its affiliates who is enrolled in an Equifax identity protection membership program that includes identity theft insurance who is in good standing:
   1. for which the primary member membership fee/product fee has been paid; and
   2. whose name is shown on the membership.

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

Spouse means a person who is either:
   1. legally married to the primary member; or
   2. meets the definition of domestic partner to the primary member.

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

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

An unauthorized electronic fund transfer does not include an electronic fund transfer initiated:
   1. by a person who was furnished the access device to the member's account, unless the member had given prior notification to the financial institution that transfers by such person(s) are no longer authorized;
   2. with fraudulent intent by the member or any person acting in concert with the member;
   3. by the financial institution or its employees; or
   4. from any business or commercial account.

CONDITIONS

1. Limits of Insurance - Our maximum limit of liability for loss under these Terms and Conditions shall not exceed the applicable limit stated on the Limits of Insurance section of these Terms and Conditions.

   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 Limits of Insurance section of these Terms and Conditions 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.