

# 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

<u>Coverage</u>	<u>Aggregate Limit of Liability</u>
Expense Reimbursement	\$500,000 per Membership per 12 Month Period

### 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:

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 90 days of the discovery of **loss**, or as soon as reasonably possible. If the claim is reported after 90 days of the discovery of **loss**, **member's** claim may be denied.

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;

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

**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. **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.

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.

**Occurrence date** means the earliest possible **date of discovery** which occurs when the member first becomes aware of facts which would cause **member** to assume that a **loss** covered by this insurance has been or will be incurred, even though the exact amount or details of the **loss** may not be known, or when member receives notice of an actual or potential claim involving **loss** covered under this insurance.

### Legal Costs

Subject to the Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions, the following are included as **legal costs** covered under the policy:

**Legal Costs** means costs, up to a maximum of \$125 per hour, for reasonable 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**;
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**.

### Expenses

Subject to the Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions, the following are included as **expenses** covered under the policy:

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 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.

## 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.

**Family Plan** means a Membership program that: extends coverage under the Policy, 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, as defined by the Policyholder, 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 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.**