Identity Fraud Financial Reimbursement
TERMS AND CONDITIONS

Summary of Benefit

These Terms and Conditions are provided to inform you that as a customer of ID Rehab Corporation d/b/a ID Watchdog or its affiliates who are enrolled in an ID Rehab Corporation d/b/a ID Watchdog identity protection membership program that includes identity theft insurance, you are entitled to benefits under the Policy as issued to ID Rehab Corporation d/b/a ID Watchdog 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 ID Rehab Corporation d/b/a ID Watchdog Policy. Your benefits will be subject to all the terms, conditions, exclusions and definitions of the Policy as issued to ID Rehab Corporation d/b/a ID Watchdog. A complete copy of the Policy will be available upon request. If the Policy issued to ID Rehab Corporation d/b/a ID Watchdog is terminated, your benefits under the Policy as issued by ID Rehab Corporation d/b/a ID Watchdog will cease effective that date. It is the obligation of ID Rehab Corporation d/b/a ID Watchdog 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 ID Rehab Corporation d/b/a ID Watchdog for the benefit of its Members. To obtain a complete copy of the Policy as issued to ID Rehab Corporation d/b/a ID Watchdog, contact ID Rehab Corporation d/b/a ID Watchdog at 1(800) 970-5182. American Bankers Insurance Company of Florida administers all claims and ID Rehab Corporation d/b/a ID Watchdog 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

Coverage	Aggregate Limit of Liability
Expense Reimbursement	$2,000,000 per Membership per 12 Month Period
Checking & Savings Account Cash Recovery Aggregate Investment & Health Savings Accounts (HSA) Cash Recovery	$1,000,000 per Membership per 12 Month Period (Part of and not in addition to Expense Reimbursement Aggregate Limit of Liability) $1,000,000 Sublimit per Single or Family Membership per 12 Month Period (Sublimit is part of and not in addition to Expense Reimbursement Aggregate Limit of Liability)
Senior Expense Reimbursement (Not available to NY Residents)	$2,000,000 (Part of and not in addition to Expense Reimbursement Aggregate Limit of Liability)
Home Title Identity Theft (Not available to NY Residents)	$2,000,000 (Part of and not in addition to Expense Reimbursement Aggregate Limit of Liability)
Cyber Extortion (Not available to NY Residents)	$2,000,000 (Part of and not in addition to Expense Reimbursement Aggregate Limit of Liability)
Reverse Record/Professional Identity Theft (Not available to NY Residents)	$2,000,000 (Part of and not in addition to Expense Reimbursement Aggregate Limit of Liability)
Ghosting (Not available to NY Residents)	$2,000,000 (Part of and not in addition to Expense Reimbursement Aggregate Limit of Liability)
Emergency Cash/Lost Wallet	$500 per Single/Family 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(800) 970-5182 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.

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.

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.

Checking and Savings Account Cash Recovery

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. The Checking & Savings Account Cash Recovery benefit is limited to payment for one (1) occurrence within any twelve (12) consecutive months of the term of the membership, not to exceed the Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions.

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 limited to payment for one (1) occurrence within any twelve (12) consecutive months of the term of the membership, 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.

Check and Savings Account Cash Recovery and Investment & Health Savings Accounts Cash Recovery do 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 or **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**, the Check and Savings Account Cash Recovery and Investment & Health Savings Accounts Cash Recovery benefits are 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 shown on the Declarations Page.

The Check and Savings Account Cash Recovery and Investment & Health Savings Accounts Cash Recovery are 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**.

Senior 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, 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.

Senior Expense Reimbursement 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 Senior Expense Reimbursement 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.

Home Title 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 **identity fraud**, resulting in **title theft or deed fraud** of **member's residential real estate**, with an **occurrence date** during the term of the membership.

Home Title Identity Theft Expense Reimbursement will not cover any **expenses** or **legal costs** incurred by the **member** not arising from an **identity theft event**.

The Home Title 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.

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**.

The Cyber Extortion 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

Ghosting

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.

Ghosting Expense Reimbursement will not cover any **expenses** or **legal costs** incurred by the **member:**

1. not arising out of a direct result of **identity fraud** of a **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 Ghosting 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.

Reverse Record/Professional 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 reverse record/professional identity theft**, with an **occurrence date** during the term of the membership**.**

Reverse Record/Professional Identity Theft Expense Reimbursement will not cover any **expenses** or **legal costs** incurred by the **member** not arising from a **reverse record/professional identity theft.**

The Reverse Record/Professional 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.

For **Family Plans,** the Emergency Cash 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 shown on the Limits of Insurance section of these Terms and Conditions.

EXCLUSIONS

Identity Fraud Financial Reimbursement 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** 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 and paid **member** of the **policyholder**.

r. 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.

Investment & Health Savings Account Cash Recovery does not cover:

a. **unauthorized electronic fund transfers** from **investment & heath 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.

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.

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.

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.**

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 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.

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 Reverse Record/Professional 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 Ghosting, 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**.

8. For Home Title Identity Theft, reasonable and necessary costs incurred by **member** for **residential real estate** title search and publication charges for the purpose of amending and/or rectifying **Title Theft or Deed Fraud**, as a result of an **identity fraud.**

9. For Reverse Record/Professional 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**;

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

    For Reverse Record/Professional Identity Theft, reasonable and necessary costs incurred by **member** for the replacement of identification cards, driver license, passports, **educational transcripts** and occupational licenses as a result of an **identity fraud**.

11. 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.

12. 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-six (26) years of age.
2. 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.

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** or **member's deceased family member**, but which was in fact fraudulently transmitted or altered by someone else without **member's** or **member's deceased family member's** 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, member's deceased family member's** or employee's knowledge or consent.

Guardian or Caregiver means the **member's** or, **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.

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** or **member's deceased family 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** or **member's deceased family member** as a result of **identity fraud**; and
3. Challenging the accuracy or completeness of any information in a **member's** or **member's deceased family 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 an appropriate response to an **identity fraud**.

   For Home Title Identity Theft, **member's** initial consultation with a lawyer to determine the severity of and appropriate response to an **identity fraud**, and case filing fee of uncontested **quiet title action**, as a result of **Title Theft or Deed Fraud** of **member's residential real estate;**. and

5. Defending criminal charges brought against the **association member** or **member's deceased family 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** or **member's deceased family member** was not in fact the perpetrator.

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 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.

Quiet Title or Quiet Title Action means a circuit court action or lawsuit that is filed with the intended purpose to establish or settle the title to a property.

Residential Real Estate means **member's** primary residence, second home, vacation home or investment residential properties, including vacant homes for which **association member's** name appears on the **residential real estate** property deed.

Reverse Record/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.

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

Senior family member **also includes the** primary association member's 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 association member's spouse **or** domestic partner**, if the** primary association member **is enrolled in or elects a** Spouse Plan **or** Family Plan **membership program**

Title Theft or Deed Fraud means an **identity theft event** resulting from the fraudulent recording of a forged deed, initiated by a person other than the **member**, without the actual authority to initiate a change in ownership of **member's residential real estate**, and from which the **member** receives no benefit.

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 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.

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.

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 ID Rehab Corporation d/b/a ID Watchdog, for the benefit of its Members. To obtain a complete copy of the Policy as issued to ID Rehab Corporation d/b/a ID Watchdog, contact Us at 1(800) 970-5182 American Bankers Insurance Company of Florida administers all claims and ID Rehab Corporation d/b/a ID Watchdog shall have no responsibility to Members with respect to the Identity Fraud Expense Reimbursement benefit.