

American Bankers Insurance Company of Florida

A Stock Insurance Company
11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

IDENTITY FRAUD CERTIFICATE OF INSURANCE

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INSURING AGREEMENT

We will provide the insurance described in this Certificate of Insurance to **association members** in return for:

- a. the payment of premium; and
- b. compliance with all applicable provisions of this Certificate of Insurance.

Various provisions in this Certificate of Insurance restrict coverage. Read the entire Certificate of Insurance carefully to determine rights, duties and what is and is not covered.

COVERAGE

Identity Fraud - Expense Reimbursement

We will reimburse the **association member** for **expenses** and **legal costs** incurred by the **association member**, less any **association member deductible**, up to the Aggregate Limit of Liability shown on the Declarations Page, as the direct result of the following:

- A. Fraud or Embezzlement**
For **loss** arising out of **fraud or embezzlement** perpetrated against the **association member**, during the term of the membership.
- B. Theft**
For **loss** resulting directly from **theft** of property related to the **association member's** information, checkbook, savings record, ATM access or securities from the **association member**, during the term of the membership, by a person from whom the **association member** purchased goods or services.

C. Forgery

For **loss** resulting directly from **forgery** or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay money that are:

1. Made or drawn by or drawn upon the **association member's** account; or
2. Made or drawn by one purporting to act as the **association member's** agent.

D. Data Breach

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

E. Stolen Identity Event

For **loss** resulting from a **stolen identity event**, including but not limited to a **stolen identity event** occurring on or arising out of the use of the Internet. The **occurrence** must be during the term of the membership.

We will pay up to the limit of insurance shown on the Declarations Page.

DEFINITIONS

In this Certificate of Insurance, **you** and **your** refer to the **certificate holder** shown on the Declarations Page. **We, us** and **our** means American Bankers Insurance Company of Florida.

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

Association means an eligible **association**, sponsor, employer, business or entity named as **master policyholder** on the Declarations Page.

Association Member means the **primary association member** and **primary association member's spouse** or **domestic partner** if the **primary association member** is enrolled in or elects a **Spouse Plan** membership program or **primary association member's family member** if the **primary association member** is enrolled in or elects a **Family Plan** membership program.

Association Member Deductible means any **primary association member, Spouse Plan** or **Family Plan** deductible as specified on the Declarations Page for which the **association member** is responsible in connection with a **loss**.

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

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

Direct Loss means a **loss** which occurs directly and immediately when a covered cause of **loss** affects covered property.

Domestic Partner means a person designated in writing by the **primary association 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 association member** by blood;
3. has exclusively lived with the **primary association 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 association 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; or
 - d. a joint credit card account with a financial institution.

Expenses mean:

1. Costs incurred by the **association member** for re-filing applications for loans, grants, or other credit that are rejected solely because the lender received from any source incorrect information as a result of the **identity fraud**;
2. Costs for notarizing affidavits or other similar documents, long distance telephone calls, travel and postage reasonably incurred as a result of the **association member's** efforts to report an **identity fraud** or amend or rectify records as to the **association member's** true name or identity as a result of an **identity fraud**;
3. Reasonable costs incurred by the **association 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 **association 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 **association member's** identity as a result of an **identity fraud**. Actual lost wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days but not for sick days or any cost arising from time taken from self-employment. Coverage is limited to base wages within twelve (12) months after discovery of an **identity fraud**. Base wages must be supported by and based on 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 **association member's** identity as a result of an **identity fraud**.
7. Reasonable and necessary costs incurred by **association 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 **association member** for the replacement of identification cards, driver licenses and passports as a result of an **identity fraud**.

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

1. unmarried children (including those who the **association member** is their legal guardian) under twenty-one (21) years of age.
2. unmarried children (including those who the **association 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 **association member** and who relies on the **association member** for maintenance and support.

Any **family member** who does not reside at the **primary association member's** home is not eligible for coverage, except unmarried children (including those who the **association 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 under this Certificate of Insurance, up to the Aggregate Limit of Liability shown on the Declarations Page of this Certificate of Insurance, to the **primary association 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 Declarations Page of this Certificate of Insurance 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 **association 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 means:

1. An electronic, telegraphic, cable, teletype, tele facsimile or telephone instruction which purports to have been transmitted by the **association member**, but which was in fact fraudulently transmitted by someone else without the **association member's** knowledge or consent; or
2. A written instruction issued by the **association member**, which was altered by someone other than the **association member**, or purported to be issued by the **association member** but was forged or fraudulently issued without the **association member's** knowledge or consent; or
3. An electronic, telegraphic, cable, teletype, tele facsimile, telephone or written instruction initially received by the **association member** which purports to have been transmitted by an employee but which was in fact fraudulently transmitted by someone else without the **association member's** or the employee's knowledge or consent.

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

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

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

1. Defense of any legal action brought against the **association member** by a merchant, creditor or collection agency or entity acting on their behalf for non-payment of goods or services or default on a loan as a result of the **identity fraud**;
2. Defense of or the removal of any criminal or civil judgments wrongly entered against the **association member** as a result of **identity fraud**; and
3. Challenging the accuracy or completeness of any information in a consumer credit report.

Master Policyholder means the entity identified on the Declarations Page of this Certificate of Insurance.

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**.

Policy Period means the period commencing on the effective date specified on the Declarations Page of this Certificate of Insurance. This period ends in the event of cancellation or non-renewal of the Master Policy on the date specified in such cancellation or non-renewal notice.

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

Spouse means a person who is either:

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

Primary Association Member means a member, customer, cardholder, borrower, or employee of the **policyholder** who is in good standing with the **policyholder**:

1. for which the **primary association member** membership fee/ product fee has been paid;
2. whose name is shown on the enrollment/registration form or membership; and
3. is named as certificate holder on the Declarations Page.

Spouse Plan means a membership program that extends coverage under this Certificate of Insurance, up to the Aggregate limit of Liability shown on the Declarations Page of this Certificate of Insurance, to the **primary association member** and their **spouse** or **domestic partner** and for which the **Spouse Plan** membership fee/product fee is paid.

The Aggregate limit of Liability shown on the Declarations Page of this Certificate of Insurance will be the maximum amount **we** will pay for all covered **losses** per **spouse plan** regardless of the number of **losses** that occur for any one **association member** per twelve (12) month period.

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

EXCLUSIONS

This Certificate of Insurance does not cover:

- a. **loss** due to any fraudulent, dishonest or criminal act by the **association member** or any person acting in concert with the **association member**, or immediate **family member**, whether acting alone or in collusion with others;
- b. **loss** resulting directly or indirectly from any errors or omissions occurring in the following actions:
 - 1. the input of data to any computer system; or
 - 2. the processing of data by any computer system; or
 - 3. the manual or electronic processing of any output produced by any computer system;
- c. **loss** resulting directly or indirectly from the voluntary surrendering by the **association member** of any **access device**, in whole or in part, to any person or entity;
- d. **loss** resulting from any unintentional clerical error in the transfer from or debit of any account of the **association member** which is initiated by a financial institution, or any employee(s) thereof. However, this exclusion shall not apply to a fraudulent act of an employee(s) of a financial institution where said employee(s) is acting without the permission or instruction of their employer;
- e. **loss** in connection with any pre-authorized transfer from any account to or for the benefit of a financial institution, or to any other account of the **association member**;
- f. indirect or consequential **loss** of any nature;
- g. **loss** of potential income not realized by the **association member**;
- h. **loss** other than **expenses**;
- i. **loss** resulting from an **identity fraud** that was discovered prior to the effective date of this Certificate of Insurance;
- j. **loss** arising out of business pursuits of the **association member**;
- k. **loss** of valuable papers, valuable documents, jewelry, silverware and other personal property including the philatelic value of stamps and the numismatic value of coins not in circulation;
- l. property damage, bodily injury or personal injury;
- m. **losses** incurred from financial performance of any investment of financial product;
- n. **loss** from games of chance;
- o. recovery of actual financial **losses** of any kind from acts of fraud or identity theft;

- p. any **loss**, claims or damages that are not covered under the terms and provisions of this Certificate of Insurance;
- q. legal fees in excess of \$125 per hour;
- r. any **loss** which occurred while the **association member** was not an active and paid **association member** of the **association**.

DEDUCTIBLE

The **association member** shall be responsible for the applicable **association member deductible** amount set forth on the Declarations Page of this Certificate of Insurance.

Regardless of the number of covered **identity fraud occurrences** first discovered by the **association member** during the policy period, the **association member** shall be responsible for only a single **association member deductible** per twelve (12) month period.

For **spouse plans** and **family plans**, the **spouse plan** or **family plan** deductible shown on the Declarations Page of this Certificate of Insurance will be the maximum deductible for all covered **losses** per **spouse plan** or **family plan** regardless of the number of **losses** that occur for any one **association member** per twelve (12) month period.

CONDITIONS

- 1. **Limits of Insurance - Our** maximum limit of liability for **loss** under this Certificate of Insurance shall not exceed the applicable limit stated on the Declarations Page. **We** shall only be liable for the amount of loss that exceeds the applicable deductible set forth on the Declarations Page of this Certificate of Insurance.

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

Our total Aggregate Limit of Liability shown on the Declarations Page will be the maximum amount **we** will pay for all covered **losses** per **primary association member**, **family plan** or **spouse plan**, regardless of the number of **losses** that occur for any one **association member** per twelve (12) month period.

- 2. **Loss Payment**
We will pay any **loss** covered under this Certificate of Insurance within thirty (30) days after:
 - a. **We** reach agreement with the **association member**; or
 - b. The entry of final judgment.
- 3. **Deductible** – Certain losses are subject to a deductible amount shown on the Declaration Page. **We** will not pay for a **loss** in any once occurrence until the amount of the **loss** exceeds the deductible shown on the Declarations Page. **We** will then pay the amount of the **loss** in excess of the deductible, up to the applicable limit of liability not

exceeding the maximum amount of insurance shown on the Declarations Page.

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

5. **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.

6. **Duties When Loss Occurs** - Upon knowledge or discovery of **loss** or of an **occurrence** which may give rise to a claim under the terms of this Certificate of Insurance, the **association** is responsible for notifying the **association member** of the following requirements:

- Give notice as soon as practicable to:
 - the appropriate authority and affected institutions, if applicable; and
 - us** or any of **our** authorized agents;

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

- File detailed proof of **loss**, duly sworn to, with **us** within sixty (60) days after the discovery of **loss**;
- 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;
- Upon **our** request, submit to examination by **us**, and subscribe the same, under oath if required;
- Upon **our** request, cooperate to help **us** enforce legal rights against anyone who may be liable to the **association member** to include giving evidence and attending depositions, hearing and trials;
- Immediately forward to **us** any notices, summons or legal papers received by the **association member** in connection with the **loss** or the **identity fraud**;
- Produce for **our** examination all pertinent records;
- Cooperate with **us** in all matters pertaining to **loss** or claims;
all at such reasonable times and places as **we** shall designate.

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

The **association member** shall keep books, receipts, bills and other records in such manner that **we** can accurately determine the amount of any **loss**. At any time subsequent

to the reporting of the **loss** to **us**, **we** may examine and audit the **association member's** books and records as they relate to a **loss** under this Certificate of Insurance.

7. **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 Certificate of Insurance or any other Certificate of Insurance issued by **us** with respect to the same **loss** is prohibited.

8. **Assignment** - This Certificate of Insurance may not be assigned to another person without **our** written consent. **We** will have no liability under this Certificate of Insurance in the case of assignment without such written consent.

9. **Other Insurance** - This insurance is excess in the event coverage is provided under any other Master Policy/Certificate of Insurance.

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

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

10. **Action Against Us** - No action may be brought against **us** unless there has been full compliance with all of the terms and conditions of this Certificate of Insurance 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 **association member**.

11. **Cancellation of Certificate of Insurance** - This Certificate of Insurance may be cancelled by the **association member** by surrender thereof to **us** or any of **our** authorized agents or by mailing to **us** written notice stating when thereafter the cancellation shall be effective. Cancellation will be effective the last day of the month that the cancellation is received in our office.

Upon cancellation of this Certificate of Insurance, coverage will remain in effect until all premium is fully earned, for any contracts that were issued and not cancelled, and for which the premium was paid to **us** and not refunded by **us**, during the term of the Certificate of Insurance or until **we** are notified of **primary association member's** cancellation or inactive status, whichever occurs first.

We may cancel this Certificate of Insurance by mailing to the **primary association member**, at their last known mailing address to **us**, at least sixty (60) days, or ten (10) days based upon non-payment of premium, before the date cancellation takes effect. The written notice will state the reason for cancellation.

When this Certificate of Insurance has been in effect for sixty (60) days or more, or at any time it is a renewal with **us**, **we** may cancel for one or more of the following reasons:

- a. nonpayment of premium;
- b. conviction of a crime arising out of acts increasing the hazard insured against;
- c. discovery of fraud or material misrepresentation in the obtaining of the Certificate of Insurance or in the presentation of a claim thereunder;
- d. fraud;
- e. failure to comply with loss control recommendations;
- f. loss of or changes in reinsurance;
- g. material increase in hazard due to changes in statutory or case law;
- h. loss of or change in capacity;
- i. any other reasons approved by the commissioner.

Upon cancellation claim (s) for coverages under this Certificate of Insurance that have a proven **occurrence date** during the Certificate of Insurance coverage dates will be covered, should the claim be filed within ninety (90) days post cancellation and within sixty (60) days from **date of discovery**.

Coverage will remain in effect until all premium is fully earned, for any contracts that were issued and not cancelled, and for which the premium was paid to **us** and not refunded by **us**, during the term of the Certificate of Insurance or until **we** are notified of **primary association member's** cancellation or inactive status, whichever occurs first.

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

12. **Concealment or Misrepresentation** - This Certificate of Insurance is void as to any **association member** if, at any time, said **association member** has:
- a. intentionally concealed or misrepresented a material fact or circumstance;
 - b. engaged in fraudulent conduct; or
 - c. made false statements;

relating to this Certificate of Insurance.

We shall not be liable to any **association member** for loss suffered as a result of action or inaction by the **association member**, including such action or inaction as may result in avoidance of coverage.

13. **Nonrenewal** – We may elect not to renew this Certificate of Insurance. We may do so by delivering to the **association member** at their address shown in the Declarations Page, written notice at least thirty (30) days before the anniversary date of this Certificate of Insurance which is written for an indefinite term. Proof of mailing will be sufficient proof of notice.

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

14. **Conformity to Statute** – This Certificate of Insurance is amended to comply with the statutes of the jurisdiction:
- a. where it is issued; and
 - b. on the effective date.

15. **Appraisal** – In the case the **association member** and **we** shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen (15) days to agree upon such umpire, then on request of the **association member** or **us**, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and failing to agree, such submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with **us** shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

16. **Territory** - Coverage under this Certificate of Insurance is extended to **association members** residing in the United States, its territories and possessions, Puerto Rico and Canada.

WITNESS WHEREOF, **we** have caused this Certificate of Insurance to be signed by its authorized Company officers and countersigned (where required by law) on the Declarations Page by a duly authorized representative.


SECRETARY


PRESIDENT

American Bankers Insurance Company of Florida

A Stock Insurance Company
11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

IDENTITY FRAUD MANDATORY AMENDATORY ENDORSEMENT - NEW YORK

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

COVERAGE, Identity Fraud – Expense Reimbursement, is deleted in its entirety and replaced with the following:

We will reimburse the **association member** for **expenses** and **legal costs** incurred by the **association member**, less any **association member deductible**, up to the Aggregate Limit of Liability shown on the Declarations Page, as the direct result of the following:

A. Fraud or Embezzlement

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

B. Theft

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

C. 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 **association member's** account; or
2. Made or drawn by one purporting to act as the **association member's** agent.

D. Data Breach

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

E. Stolen Identity Event

For **loss** resulting from a **stolen identity event**, 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.

We will pay up to the limit of insurance shown on the Declarations Page.

DEFINITIONS, Expenses, 5. is deleted and replaced with the following and 9. and 10. are added.

5. Actual lost base wages that would have been earned in the United States, for time reasonably and necessarily taken off work solely as a result of efforts to amend or rectify records as to the **association member's** 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 earning 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 prior year tax return.
9. Reasonable and necessary costs, up to a maximum of \$125 per hour, incurred by **association member** associated with the use of any investigative agency or private investigator engaged to amend or rectify records as to **association 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, **association member** may elect such investigative agency or private investigator.
10. Reasonable and necessary costs, up to a maximum of \$125 per hour, incurred by **association member** associated with the use of any certified public accountant engaged to amend or rectify records as to **association 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, **association member** may elect such certified public accountant.

DEFINITIONS, Legal Costs, 2. and 3. are replaced by the following and 4. is added.

2. Defense of or the removal of any civil judgments wrongly entered against the **association member** as a result of **identity fraud**;
3. Challenging the accuracy or completeness of any information in **association member's** consumer credit report, medical history or tax history, as a result of **identity fraud**;
4. **Association Member's** initial consultation with a lawyer to determine the severity of and appropriate response to an **identity fraud**;

CONDITIONS, 6. b. Duties When Loss Occurs is deleted and replaced by the following:

- b. The event should be reported as soon as possible or failure to give such notice as soon as reasonably practical shall not invalidate coverage of such claim.

CONDITIONS, 11. Cancellation of Certificate of Insurance is deleted and replaced by the following:

11. Cancellation of Certificate of Insurance – This Certificate of Insurance may be cancelled by the **association member** by mailing or delivering to **us** advance written notice of cancellation.

- a. When this Certificate has been in effect for sixty (60) days or less and is not a renewal with **us**, **we** may cancel for any reason by letting **you** know at least:
- (1) thirty days (30) before the effective date of cancellation if **we** cancel for any reason not included in items b. (1) through (8).
 - (2) twenty days (20) before the effective date of cancellation if **we** cancel for any reasons included in items b. (1) through (8).
- b. When this Certificate has been in effect for more than sixty (60) days, or if this Certificate is a renewal or continuation of a Certificate **we** issued, **we** may cancel only for any of the reason(s) listed below, provided **we** mail the **association member** written notice, including the reason(s) for cancellation. The **master policyholder** shall be responsible for giving each affected **association member** written notice of cancellation under this Master Policy at least fifteen (15) days before the effective date of cancellation for:
- (1) nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the **maser policyholder** of the amount due;
 - (2) conviction of a crime arising out of acts increasing the hazard against;
 - (3) discovery of fraud or material misrepresentation in the obtaining of the Certificate or in the presentation of a claim thereunder;
 - (4) after issuance of the Certificate or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to the inception of the current policy period;
 - (5) material physical change in the property insured, occurring after issuance or last renewal date of the Certificate which results in the property becoming uninsurable in accordance with **our** objective, uniformly applied underwriting standards in effect at the time the Certificate was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last renewal, which causes the risk of **loss** to be substantially or materially increased beyond that contemplated at the time the Certificate was issued or last renewed.
 - (6) a determination by the Superintendent that continuation of the present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholder, creditors or the public;
 - (7) a determination by the Superintendent that the continuation of the Certificate would violate or

would place **us** in violation of any provision of the New York Insurance Laws; and

- (8) where **we** have reason to believe, in good faith and with sufficient cause, that there is a probable risk or danger that **you** will destroy or permit to be destroyed the insured property for the purpose of collecting the insurance proceeds. If **we** cancel for this reason, **you** may make a written request to the Department of Financial Services, within ten (10) days of receipt of this notice, to review **our** cancellation decision. Also, **we** will simultaneously send a copy of this cancellation notice to the Department of Financial Services.

- c. If this Certificate is cancelled, **we** will send the **master policyholder** any premium refund due. If **we** cancel the refund will be pro rata. If the **association member** cancels, the refund may be less than pro rata. However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, **we** will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if **we** have not made or offered a refund.

Upon cancellation claim(s) for coverages under this Certificate that have proven **occurrence date** during the Certificate coverage dates will be covered, should the claim be filed within ninety (90) days post cancellation and within sixty (60) days from **date of discovery**.

- d. **We** may elect not to renew this Certificate. **We** may do so by delivering to the **association member** at their address shown on the Declarations, written notice at least sixty (60) days but no more than one hundred twenty (120) days before:
- (1) the expiration date;
 - (2) the anniversary date if this is a continuous policy.

The written notice will state the specific reason(s) for nonrenewal. If the notice is mailed proof of mailing will be sufficient proof of notice. The **master policyholder** shall be responsible for giving each affected **primary association member** written of non-renewal under this Certificate.

We also reserve the right to extend only a conditional renewal of this Certificate that requires **your** acceptance of changes to this Certificate's terms and or premium rates upon renewal. If **we** decide to extend only a conditional renewal of this Certificate subject to:

- (1) a changes in limits;
- (2) a changes in type of coverage;
- (3) a reduction in coverage;
- (4) an increased deductible;
- (5) an addition of exclusion; or
- (6) increased premiums in excess of 10% exclusive of any premiums increase due to and commensurate with insured values added or increased exposure units; or as a result of experience, loss rating, retrospective rating or audit;

We will mail written notice of the conditional renewal stating the specific reason(s), including the amount of any premium increase for the conditional renewal and description of any other changes no less than sixty (60) but not more than one hundred twenty (120) days before this Certificate's anniversary date to the **association member**.

- e. If **we** violate any of the provisions above sending **you** incomplete or late conditional renewal notice or a late nonrenewal notice:
- (1) and if the notice is provided prior to the expiration date of this Certificate, coverage will remain in effect at the same terms and conditions of this Certificate at the lower of the current rates or the prior period's rates until sixty (60) days after such notice is mailed or delivered, unless the **association member**, during this sixty (60) day period, has replaced the coverage or elects to cancel;
 - (2) and if the notice is provided on or after the expiration date of this Certificate, coverage will remain in effect at the same terms and conditions of this Certificate for another policy period, at the lower of the current rates or the prior period's rates, unless the **association member** during this additional policy period, has replaced the coverage or elects to cancel.

If **you** elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:

- (1) upon expiration of the sixty (60) day period, unless item e. (2) applies; or
- (2) notwithstanding the provisions in items e. (1) and e. (2), as of the renewal date of the Certificate if the conditional renewal date of the Certificate conditional renewal notice was sent at least thirty (30) days prior to the expiration or anniversary date of the Certificate.

We will not send **you** notice of nonrenewal or conditional renewal if **you**, mail or deliver notice that the Certificate has been replaced or is no longer desired.

Coverage will remain in effect until all premium is fully earned, for any contracts that were issued and not cancelled, and for which the premium was paid to **us** and not refunded by **us**, during the term of the Master Policy or until **we** are notified of **primary association member's** cancellation or inactive status, whichever occurs first.

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

CONDITIONS, 15. **Appraisal** is deleted and replaced by the following:

15. **Appraisal** – In case the **association member** and **we** shall fail to agree as to the actual cash value, the extent of the **loss** or damage or the amount of the **loss** or damage, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days (20) of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days (15) to agree upon such umpire, then on request of the **association member** or **us**, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the **loss**, stating separately the actual cash value, the extent of the **loss** or damage and the amount of the **loss** or damage to each item; and failing to agree, such submit their differences, only, to the umpire. An award in writing, so itemized, of any two (2) when filed with **us** shall determine the amount of the actual cash value, the extent of the **loss** or damage and the amount of the **loss** or damage. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

American Bankers Insurance Company of Florida

A Stock Insurance Company
11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

IDENTITY FRAUD CASH RECOVERY AGGREGATE ENDORSEMENT

In consideration for premium, it is understood that this Certificate is extended to provide the following coverage:

We will reimburse the **association member**, up to the Aggregate Limit of Liability shown on the Declarations Page, a Cash Recovery benefit limited to payment for one (1) **occurrence** within any twelve (12) consecutive months of the term of the Certificate for recovery of traditional credit cards, pre-paid credit cards, and debit card deductibles or in the event of an **unauthorized electronic fund transfer** we will reimburse the **association member** for unrecoverable funds, exclusive of interest, directly drawn from or removed through an **unauthorized electronic fund transfer** from the **association 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 **association 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 **association member** has not received reimbursement from any other source.

The **association 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 this Certificate, while the **association member** is an active and paid **association member** of the **association**, and the loss is reported to us within ninety (90) days of discovery.

The **association member** is not covered if the unauthorized removal of funds or **unauthorized electronic fund transfer** first occurs after the termination of this Certificate or if the **association member** is not an active and paid **association member** of the **association**.

For **Family Plans** and **Spouse Plans**, the Cash Recovery Aggregate benefit is limited to payment for one (1) occurrence within twelve (12) consecutive months of the term of the Certificate, not to exceed the limit of liability shown on the Declarations Page.

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 shown on the Declarations Page.

SECTION - DEFINITIONS

For Cash Recovery Aggregate the following definitions are added:

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

Unauthorized Electronic Fund Transfer (UEFT) mean an electronic fund transfer from the **association member's account** initiated by a person other than the **association member** without the actual authority to initiate such transfer and from which the **association 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 **association member's account**, unless the **association 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 **association member** or any person acting in concert with the **association member**;
3. by the financial institution or its employees; or
4. from any business or commercial **account**.

SECTION – EXCLUSIONS

Exclusion h. is deleted in its entirety

Item o. is deleted and replaced by the following:

- o. this Certificate does not cover **losses** other than traditional credit cards, pre-paid credit cards and debit card deductibles, or unrecoverable funds, exclusive of interest drawn from or removed through an **unauthorized electronic fund transfer** from the **association member's** a mobile device (smart phone), or other financial **account**. All other monetary devices are excluded;

SECTION - CONDITIONS

For item 5. Duties When Loss Occurs, the following requirement is added:

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

ALL OTHER PROVISIONS OF THE CERTIFICATE OF INSURANCE REMAIN THE SAME.

American Bankers Insurance Company of Florida

A Stock Insurance Company
11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

IDENTITY FRAUD INVESTMENT & HEALTH SAVINGS ACCOUNTS CASH RECOVERY ENDORSEMENT

In consideration for premium, it is understood that this Certificate is extended to provide the following coverage:

We will reimburse the **association member**, up to the Aggregate Limit of Liability shown on the Declarations Page, 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 Certificate for an **unauthorized electronic fund transfer** from the **association 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 **association 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 **association member** has not received reimbursement from any other source.

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

The **association member** is not covered if the **unauthorized electronic fund transfer** first occurs after the termination of this Certificate or if the **association member** is not an active and paid **association member** of the **association**.

For **Family Plans** and **Spouse Plans**, the Investment & Health Savings Accounts Cash Recovery benefit is limited to payment for one (1) occurrence within twelve (12) consecutive months of the term of the Certificate, 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. We will pay up to the Limit of Liability shown on the Declarations Page.

SECTION - DEFINITIONS

For Investments & Health Savings Accounts Cash Recovery the following definitions are added:

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

Investment or Health Savings Accounts means an individual retirement or employer sponsored, retirement or health savings account such as an IRA, Roth IRA, 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) and taxable brokerage accounts such as individual and joint stocks, funds, bonds and derivatives accounts of the **association member** held directly or indirectly by a financial institution or **HSA Custodian/Administrator** and established primarily for personal, family or household purposes.

Unauthorized Electronic Fund Transfer (UEFT) means an electronic fund transfer from the **association member's investment or health savings account** initiated by a person other than the **association member** without the actual authority to initiate such transfer and from which the **association 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 **association member's account**, unless the **association 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 **association member** or any person acting in concert with the **association member**;
3. by the financial institution or its employees; or
4. from any business or commercial account.

SECTION – EXCLUSIONS

For Investment & Health Savings Accounts Cash Recovery the following exclusions are deleted in their entirety, replaced or added as follows:

EXCLUSIONS, item h. is deleted in its entirety

EXCLUSIONS, item o. is deleted and replaced by the following:

- o. this Certificate does not cover **losses** other unrecoverable funds, exclusive of interest drawn from or removed through an **unauthorized electronic fund transfer** from the **association member's investment or health savings account**. All other monetary devices are excluded;

The following **EXCLUSIONS** are added:

- s. **unauthorized electronic fund transfers** from **investment & health savings accounts** for which the **association**

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 is not been activated by the **association member**, or authentication is not required by the financial institution or the **HSA Custodian/Administrator**.

- t. **Unauthorized electronic fund transfers** resulting from the financial institution's or the **HSA Custodian/Administrator's**, and/or the **association 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 **association member** on subsequent changes to transfer instructions.

SECTION - CONDITIONS

Duties When Loss Occurs, item 5. the following requirement is added:

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

ALL OTHER PROVISIONS OF THE CERTIFICATE OF INSURANCE REMAIN THE SAME.