

# Identity Fraud Financial Reimbursement

Summary of Benefits / Terms and Conditions

## SUMMARY OF COVERAGE

This Summary of Coverage contains information about your Coverage under Policy #EQX062017 (herein referred to as the "Policy") issued by American Bankers Insurance Company of Florida (herein called the "Insurer", "We", "Us" and "Our") to Equifax Canada Inc., (herein called the "Policyholder"). Please read it carefully and keep it in a safe place. Refer to the Definitions section or to the applicable description of benefits for the meanings of all capitalized terms.

This Summary of Coverage is provided to inform you that as a customer of the Policyholder, who is enrolled in an Equifax Canada, Inc. identity protection Membership program that includes identity theft insurance, you are entitled to benefits under the Policy as issued to Equifax Canada, Inc. as described in this Summary of Coverage. Identity Fraud Financial Reimbursement is an insurance coverage underwritten by American Bankers Insurance Company of Florida under Policy number EQX062017 issued by the Insurer to Equifax Canada, Inc. The above insurance coverage is hereinafter referred to as the "Coverage".

The terms, conditions and provisions of the Policy are summarized in the Summary of Coverage. All benefits are subject in every respect to the Policy, which alone constitutes the agreement under which benefits will be provided to you as an Additional Insured (herein referred to as "Member") in accordance with this Summary of Coverage. .

In no event will a corporation, partnership or business entity be eligible as an Additional Insured under the Policy.

American Bankers Insurance Company of Florida – Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

### I. LIMITS OF INSURANCE

<u>Coverage</u>	<u>Aggregate Limit of Liability</u>
Expense Reimbursement:	\$50,000 per Membership per 12 Month Period

### II. DEFINITIONS

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

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

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

**Dollars** and “\$” means Canadian dollars.

**Expenses** mean:

1. Costs incurred by the Member for re-filing applications for loans, grants, or other credit that are rejected solely because the lender received from any source incorrect information as a result of the Identity Fraud;
2. Costs for notarizing affidavits or other similar documents, long distance telephone calls, travel and postage reasonably incurred as a result of the Member's efforts to report an Identity Fraud or amend or rectify records as to the Member's true name or identity as a result of an Identity Fraud;
3. Reasonable costs incurred by the Member for up to six (6) credit reports from established credit bureaus (with no more than two (2) reports from any one credit bureau) dated within twelve (12) months after the Member's discovery of an Identity Fraud, and costs incurred for contesting the accuracy or completeness of any information contained in a credit report following an Identity Fraud;
4. Payment for reasonable Expenses incurred that were a result of recovery from an Identity Fraud such as; credit freeze, credit thaw costs, transcript costs, appeal bond, court filing fees, expert witness or courier fees;
5. Actual lost base wages that would have been earned, for time reasonably and necessarily taken off work solely as a result of efforts to amend or rectify records as to the Member's true name or identity as a result of an Identity Fraud. Actual lost wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days and excludes sick days, business interruption and future earnings of a self-employed professional. Coverage is limited to base wages within twelve (12) months after discovery of an Identity Fraud. Base wages must be supported by and based on the prior year tax return.
6. Child or elderly care costs that would have otherwise not been incurred, resulting from time reasonably and necessarily taken away from providing such care as a result of efforts to amend or rectify records as to the Member's identity as a result of an Identity Fraud.
7. Reasonable and necessary costs incurred by the Member for ordering medical records for the purpose of amending and/or rectifying these documents as a result of an Identity Fraud.
8. Reasonable and necessary costs incurred by Member for the replacement of identification cards, driver licenses and passports as a result of an Identity Fraud.
9. Reasonable and necessary costs, up to a maximum of \$125 per hour, incurred by the Member for use of any investigative agency or private investigator engaged to amend or rectify records as to the Member's true name or identity as a result of an Identity Fraud. We reserve the right to select such investigative agency or private investigator; however, with Our express prior written consent, Member may elect such investigative agency or private investigator.
10. Reasonable and necessary costs, up to a maximum of \$125 per hour, incurred by the Member associated with the use of any certified public accountant engaged to amend or rectify records as to the Member's true name or identity as a result of an Identity Fraud. We reserve the right to

select such certified public accountant; however, with Our express prior written consent, **member** may elect such certified public accountant.

**Family Plan** means a Membership program that: extends coverage under the Policy, up to the Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions, to the Primary Member and their family members, as defined by the Policyholder, and for which the Family Plan Membership fee/ product fee is paid.

The Aggregate Limit of Liability shown on the Limits of Insurance section of these Terms and Conditions will be the maximum amount we will pay for all covered Losses per Family Plan regardless of the number of Losses that occur for any one Member per twelve (12) month period.

**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 Member, but which was in fact fraudulently transmitted by someone else without the Member's knowledge or consent; or
2. A written instruction issued by the Member, which was altered by someone other than the Member, or purported to be issued by the Member but was forged or fraudulently issued without the Member's knowledge or consent; or
3. An electronic, telegraphic, cable, teletype, tele facsimile, telephone or written instruction initially received by the Member which purports to have been transmitted by an employee but which was in fact fraudulently transmitted by someone else without the 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 Member with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of Federal, provincial or local law.

**Loss** means the Expenses and Legal Costs incurred by the 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 Member and related court fees, incurred by the Member with Our consent, for:

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

**Member** or Additional Insured means a Primary Member or Primary Member's family member if the Primary Member is enrolled in or elects a Family Plan Membership program.

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

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

**Proof of Loss** means receipts for reasonable out of pocket Expenses and Legal Costs.

**Primary Member** means a Member, customer or employee of the Policyholder who is in good standing with the Policyholder:

1. for which the Primary Member premium has been paid for by the Policyholder; and;
2. whose name is shown on the enrollment/registration form, account or Membership.

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

### III. COVERAGE

We will reimburse the Member for expenses and legal costs incurred by the Member, up to the per member Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions, as the direct result of the following:

#### A. 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.

#### B. 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.

#### 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 Member's account; or
2. Made or drawn by one purporting to act as the Member's agent.

#### D. 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.

#### 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 Limits of Insurance section of these Terms and Conditions.

#### IV. EXCLUSIONS

The policy 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 family member, whether acting alone or in collusion with others;
- b. Loss resulting directly or indirectly from any errors or omissions occurring in the following actions:
  1. the input of data to any computer system; or
  2. the processing of data by any computer system; or
  3. the manual or electronic processing of any output produced by any computer system;
- c. Loss resulting directly or indirectly from the voluntary surrendering by the Member of any Access Device, in whole or in part, to any person or entity;
- d. Loss resulting from any unintentional clerical error in the transfer from or debit of any account of the Member which is initiated by a financial institution, or any employee(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;
- f. indirect or consequential **Loss** of any nature;
- g. Loss of potential income not realized by the Member;
- h. Loss other than Expenses and Legal Costs;
- i. Loss resulting from an Identity Fraud that was discovered prior to the effective date of the Policy under which this coverage is provided;
- j. Loss arising out of business pursuits of the 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 these Terms and Conditions and the Policy under which this coverage is provided;
- q. legal fees, certified public account fees, investigative agency or private investigator fees in excess of \$125 per hour;
- r. any Loss which occurred while the Member was not an active and paid Member of the Policyholder

#### V. GENERAL PROVISIONS AND STATUTORY CONDITIONS

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this Summary of Coverage.

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

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

Our total aggregate limit of liability shown on the Limits of Insurance section of these Terms and Conditions will be the maximum amount We will pay for all covered Losses per Primary Member or Family Plan Membership, regardless of the number of Losses that occur for any one Member per twelve (12) month period.

## 2. **Loss Payment**

We will pay any Loss covered under the Policy under which this coverage is provided, within thirty (30) days after:

- a. We reach agreement with the Member; or
- b. The entry of final judgment.

## 3. **Notice of Claim** must be given to Us by the Member:

- a. in writing; and
- b. within a reasonable time period after the Date of Discovery.

## 4. **Settlement of Claims**

We will pay all covered claims within ninety (90) days from the date We receive acceptable proof of Loss at Our office.

## 5. **Duties When Loss Occurs** - Upon knowledge or discovery of Loss or of an Occurrence which may give rise to a claim under the terms of this coverage, the Policyholder is responsible for notifying the Member of the following requirements:

- a. Give notice as soon as practicable to:
  - (1) the appropriate authority and affected institutions, if applicable; and
  - (2) call (877) 493-8785 to make a valid claim within ninety (90) days of the discovery of Loss, or as soon as reasonably possible. If the claim is reported after ninety (90) days of the discovery of Loss, Member's claim may be denied.

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

- b. File detailed proof of Loss, duly sworn to, with Us within ninety (90) days after the discovery of Loss;
- c. Take all reasonable steps to mitigate Loss resulting from Identity Fraud including, but not limited to, requesting a waiver for any applicable fees, loan application fees or credit bureau fees;
- d. Upon Our request, submit to examination by **Us**, and subscribe the same, under oath if required;
- e. Upon Our request, cooperate to help Us enforce legal rights against anyone who may be liable to the Member to include giving evidence and attending depositions, hearing and trials;
- f. Immediately forward to Us any notices, summons or legal papers received by the Member in connection with the Loss or the Identity Fraud;
- g. Produce for Our examination all pertinent records;
- h. Cooperate with Us in all matters pertaining to **loss** or claims;

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

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

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

6. **Cancellation of Policy** – The Policyholder or the Insurer has the right to cancel the Policy. If this happens, The Policyholder will notify the Member at least 30 days before the effective date of cancellation, and We will honour all valid claims arising before that date.
7. **Summary of Coverage and Changes:** Additional Insureds are not a party to the contract of insurance and have no right to give or receive notices under the Policy other than in respect of a claim by the named insured for benefits under the Policy and this Summary of Coverages.

8. **Subrogation** – Following payment of a Member's claim for Loss, We shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Member against any party in respect of such Loss, and shall be entitled, at Our own expense, to sue in the Member's name. The Member shall give Us all such assistance as is reasonably required to secure Our rights and remedies, including the execution of all documents necessary to enable Us to bring suit in the name of the Member.

Recovery against persons or organizations also insured under the Policy under which this coverage is provided, or any other Policy issued by Us with respect to the same Loss is prohibited.

9. **Legal Action** – every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in *the Insurance Act*, or other applicable legislation.

10. **False Claim** - If Member makes a false claim knowing it to be false or fraudulent in any respect, Member will not be entitled to the benefit of coverage under the Policy, nor to the payment of any claim made under the Policy.

11. **Other Insurance** - This insurance is primary coverage over any other insurance.

Should the **Member** be enrolled in more than one membership program insured by Us, We will reimburse the **Member** under each membership:

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

12. **Action Against Us** – No action may be brought against Us unless there has been full compliance with all of the terms and conditions as outlined in these Terms and Conditions, and suit is filed within twenty-four (24) months from the date of occurrence or such longer period as may be prescribed by applicable law.. No one will have the right to join **us** as a party to any against the Policyholder or Member.

13. **Assignment** – This Summary of Coverage may not be assigned by either Member or Us.

14. **The Policy and this Summary of Coverage** – this Summary of Coverage contains the terms of the Group Master

Policy as they relate to the Member's coverage. In the case of any conflict or inconsistency between this Summary of Coverage and the Policy, unless otherwise required by applicable law, it is the Policy that governs.

15. **Headings** – All section headings used in this Summary of Coverage are purely for convenience and shall not affect the interpretation of this Summary of Coverage.

**In Witness Whereof, American Bankers Insurance Company of Florida has caused this Summary of Coverage to be issued.**

The Identity Fraud Expense Reimbursement benefit is underwritten and administered by American Bankers Insurance Company of Florida, an Assurant company, under group/blanket policies issued to Equifax Canada Inc., for the benefit of its Members. To obtain a complete copy of the Policy as issued to Equifax Canada Inc., contact Us at 1 (877) 493-8785. American Bankers Insurance Company of Florida administers all claims and Equifax Canada Inc., shall have no responsibility to Members with respect to the Identity Fraud Expense Reimbursement benefit.

Assurant and affiliates may collect, use, and share personal information provided to them by you, and obtained from others with your consent. We may use the information to establish and serve you as a customer, or when required or permitted by law. Your information may be processed and stored in another country and may be subject to the laws of that country under applicable laws. By calling us at 1 (888) 778-8023, you may obtain a copy of our privacy code, ask about how your information will be used or disclosed, or ask about your options to refuse or withdraw consent.