

**Identity Fraud Insurance  
TERMS AND CONDITIONS**

The Identity Fraud Insurance described herein is underwritten by Voyager indemnity Insurance Company, an Assurant company.

Various provision in these Terms and Conditions restrict coverage. Read the entire Terms and Conditions carefully to determine rights, duties and what is and is not covered.

**I. LIMITS OF INSURANCE**

Coverage	Aggregate Limit of Liability
Plan Type: Primary Association Member Only	
Expense Reimbursement:	\$100,000 per Primary Association Member 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 **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** or **Policyholder** means TrustedSite, LLC.

**Association Member** means the **primary association member**

**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;
  - d. a joint credit card account with a financial institution.

**Effective Date** refers to the date that the primary association member is enrolled in the membership program that includes this Identity Fraud Insurance coverage.

**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.

**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.

**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**.

**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; and
2. whose name is shown on the enrollment/registration form or membership.

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

**Spouse** means a person who is either:

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

**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**.

**We, Us** and **Our** means the company providing this insurance, which is Voyager Indemnity Insurance Company, an Assurant company.

### III. COVERAGE

**We** will reimburse the **association member** for **expenses** and **legal costs** incurred by the **association member**, up to the Aggregate Limit of Liability 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 **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 Limits of Insurance section of these Terms and Conditions.

**IV. EXCLUSIONS**

Identity Fraud 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:
  - I. the input of data to any computer system; or
  - II. the processing of data by any computer system; or
  - III. 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 primary association member's effective date, or the effective date of Identity Fraud Blanket Policy under which this coverage is provided;
- 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 these Terms and Conditions;
- 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**.

## V. 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 association member**, 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 these Terms and Conditions within thirty (30) days after:

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

3. **Notice of Claim** must be given to **us** by the **association 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 these Terms and Conditions, the **association member** is responsible for the following requirements:

- a. Give notice as soon as practicable to:

- (1) the appropriate authority and affected institutions, if applicable; and
- (2) call 1 (866) 237-5240 to make a valid claim within 60 days of the covered **loss**, or as soon as reasonably possible. If the claim is reported after 60 days of the **loss**, **association member's** claim may be denied.

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;

- b. File detailed proof of **loss**, duly sworn to, with **us** within sixty (60) days after the discovery of **loss**;
- c. Take all reasonable steps to mitigate **loss** resulting from **identity fraud** including, but not limited to, requesting a waiver for any applicable fees, loan application fees or credit bureau fees;
- d. Upon **our** request, submit to examination by **us**, and subscribe the same, under oath if required;

- e. Upon **our** request, cooperate to help **us** enforce legal rights against anyone who may be liable to the **association 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 **association 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 **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 coverage.

- 6. **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.
- 7. **Other Insurance** - This insurance is excess in the event coverage is provided under any other policy/certificate.

Should **association member** be enrolled in more than one membership program insured by **us**, **we** will reimburse the **association 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 **association member** under any membership program insured by **us**.
- 8. **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 Policy 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**.

Identity Fraud Expense Reimbursement is provided under a Blanket Policy issued to TrustedSite, LLC. by Voyager Indemnity Insurance Company, an Assurant company in all states, except NY, MN and TX.

To obtain a complete copy of the Blanket Policy as issued to TrustedSite, LLC., contact Assurant at 1 (866) 237-5240.