

## ACCEPTANCE OF TERMS AND CONDITIONS

This is an Agreement between you and American Express Travel Related Services Company, Inc. ("American Express") regarding the CreditSecure® Monitoring Product ("Product"), including, without limitation, your access to and use of the products and information made available to you as part of the Product, including without limitation: (a) credit reports, credit scores and other related information (collectively, "Credit Monitoring"); and (b) calculators, credit resources, text, pictures, graphics, logos, button items, images, works of authorship and other information and all revisions, modifications, and enhancements thereto (collectively the "Content"). You agree that you have reviewed the information in your membership materials and that you understand that your American Express® Card account will be automatically charged at the current monthly or annual price. To ensure continuous membership, your Product membership will be renewed annually or monthly at the then current rate until you tell American Express to cancel it.

Each time you access or use the Product, you signify your acceptance and agreement, without limitation or qualification, to be bound by this Agreement. If you do not agree with each provision of this Agreement, you may not access or use the Product.

You confirm your authorization to allow American Express, through its provider, to obtain and monitor your credit reports from the three national credit reporting companies for the purpose of administering the CreditSecure® Monitoring Product.

Disclaimers: You acknowledge that the information provided to you through the PLUS Score® including the score factors derived from the elements in your credit report, may change over time as your credit report changes. You also acknowledge that the score factor information on how to monitor your credit position assumes there will be no adverse changes in your credit performance. American Express and ConsumerInfo.com, Inc. are not responsible for the accuracy or contents of your credit file, including but not limited to information delivered in the credit report and/or score products. Please note that pursuant to section 609f of the Fair Credit Reporting Act (FCRA) consumers can obtain their credit score at any time for a statutorily set fee.

**THIRD PARTY PROVIDERS.** The Product Content may contain information provided by one or more credit reporting agencies. In order to make available the Product, American Express works with third party service providers, including, without limitation, ConsumerInfo.com Inc., an Experian company. American Express reserves the right to change any service provider at any time. ConsumerInfo.com Inc., or any third party service provider designated by American Express in replacement thereof, is referred to herein as "Provider." The Product will be provided, delivered, and sold solely by Provider directly to the persons contracting for the purchase of the product and the compensation paid for the Product will be paid directly to the Provider, who will be directly responsible for collecting applicable sales taxes.

This Agreement also inures to the benefit of American Express' affiliates, service providers (including Provider) and suppliers.

The Product Content may contain a credit score explanation provided by one or more third-party

providers, as identified in your materials. AMERICAN EXPRESS AND PROVIDER DO NOT CONTROL AND ARE NOT RESPONSIBLE FOR THE INFORMATION PROVIDED BY ANY CREDIT REPORTING AGENCY.

#### YOUR USE.

You may use the Product membership only for non-commercial purposes. You may not use or order the Product membership for anyone else.

#### ONGOING MEMBERSHIPS.

If you have ordered an ongoing membership on a monthly or annual basis, you authorize American Express to bill your American Express Card each month or year at the then current rate, unless you tell American Express or Provider to cancel. You may cancel at any time by calling 1-866-617-1893, or by writing to Provider at ConsumerInfo.com, Inc., PO Box 9601, Van Buren, AR 72956. Monthly enrollments are not eligible for a refund upon cancellation. Product usage will be available through the end of the month and you will not be billed for future months. Annual enrollments are eligible for a prorated refund of the unused portion of your enrollment fee upon cancellation.

#### NO REPRESENTATIONS OR WARRANTIES.

THE PRODUCT MEMBERSHIP IS PROVIDED ON AN "AS IS" BASIS ONLY. PROVIDER AND AMERICAN EXPRESS DO NOT MAKE, AND EXPRESSLY DISCLAIM, ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESSED, IMPLIED, OR ARISING OUT OF COURSE OF DEALING OR USAGE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE WITH DATA, AVAILABILITY, OR THAT THE PRODUCT MEMBERSHIP IS ERROR FREE. YOU ARE SOLELY RESPONSIBLE FOR ANY USE YOU MAKE OF THE PRODUCT MEMBERSHIP OR ACTION OR DECISION YOU MAKE BASED ON IT.

#### LIMITATION OF LIABILITIES.

IN NO EVENT MAY PROVIDER OR AMERICAN EXPRESS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES ARISING FROM OR RELATED TO THE PRODUCT MEMBERSHIP, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. PROVIDER'S AND AMERICAN EXPRESS' TOTAL LIABILITY ARISING FROM OR RELATED TO THE PRODUCT MEMBERSHIP MAY NEVER EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT MEMBERSHIP.

#### CHANGES.

American Express in its sole discretion may modify or cancel the Product membership, or change the fees, at any time with a 30-day advance notification. American Express or Provider may modify these Terms of Use by posting the changes on the member Web site at AmericanExpress.com. The changes will be binding on you. If you do not agree with the modification in Terms of Use, you may call to cancel your enrollment in the Product.

#### USE OF THE PRODUCTS

In consideration of your use of the Content and Products, you agree to provide true, accurate and current information about yourself as prompted by the registration and application forms for the Products. By registering for the Products, you certify that you are eighteen (18) years of age or older. If any information you provide is untrue, inaccurate or not current, or if American Express or Provider has reasonable grounds to suspect that such information is untrue, inaccurate or not current, either American Express or Provider, at its discretion, has the right to suspend or terminate your use of any Product and refuse all current or future use of the Content and Products or suspend or terminate any portion thereof. Further, you agree that American Express or Provider will not be liable to you or any third party if American Express or Provider suspends or terminates your use of the Product for any reason.

You understand that by submitting your order you are providing "written instructions" in accordance with the Fair Credit Reporting Act, as amended ("FCRA"), for American Express and /or Provider to obtain information from your personal credit profile from Experian or any other credit reporting company. You authorize American Express and fulfillment Provider to use your social security number to access your personal credit profile to verify your identity and to provide credit monitoring, reporting and scoring products.

#### GENERAL.

These Terms of Use are governed by the laws of the State of New York, USA, exclusive of its choice of law principles. Any claim arising out of or relating to the Product membership shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association on an individual basis not consolidated with any other claim. Any party, however, may seek interim injunctive relief in a court of competent jurisdiction. Neither you nor we shall be entitled to join or consolidate claims in arbitration by or against other consumers or arbitrate any claim as a representative or member of a class or in a private attorney general capacity. The parties voluntarily and knowingly waive any right they have to a jury trial.

#### TRADEMARK AND COPYRIGHT.

CreditSecure is a federally registered trademark of American Express. Experian is a federally registered trademark of Experian. ConsumerInfo.com, Inc. is licensed to use the Experian trademark. The following is a trademark of a third party: Equifax is a registered trademark of Equifax, Inc.; TransUnion is a registered trademark of TransUnion, Inc.

#### PLUS SCORE®

The PLUS Score, with scores ranging from 330 to 830, is a user-friendly credit score model developed by Experian to help you see and understand how lenders view your credit worthiness. It is not used by lenders, but it is indicative of your overall credit risk. Higher scores represent a greater likelihood that you'll pay back your debts so you are viewed as being a lower credit risk. A lower score indicates that you may be a higher credit risk.

There are three different major credit reporting agencies, Experian, TransUnion, and Equifax that maintain a record of your credit history known as your credit file. Your Credit Score is based on the information in your credit file at the time it is requested. Your credit file information can vary from agency to agency because some lenders report your credit history to only one or two of the

agencies. So your credit score can vary if the information they have on file for you is different. And since the information in your file can change over time, your Credit Score may be different from day-to-day.

Lenders and insurers use several different credit scoring models so don't be surprised if your lender gives you a score that's different from the PLUS Score you receive online. Just remember that your associated risk level is generally the same even if the number is not. If the lender's score is lower than your online score, it is possible that this difference can lead to higher interest rates and sometimes credit denial.

## FCRA DISCLOSURES

The FCRA allows you to obtain all of the information in your consumer credit file disclosure from any consumer credit reporting company for a reasonable charge. The FCRA also states that you are entitled to receive a disclosure directly from the consumer credit reporting company free of charge under the following circumstances:

- You have been denied credit, insurance or employment in the past 60 days as a result of your report
- You certify in writing that you are unemployed and intend to apply for employment in the 60-day period beginning on the day you make the certification
- You are a recipient of public welfare assistance
- You have reason to believe that your file at the credit reporting company contains inaccurate information due to fraud

The FCRA also permits you to dispute inaccurate information in your credit report without charge. Accurate information cannot be changed. You do not have to purchase your credit report or other information from American Express and Provider to dispute inaccurate or incomplete information in your credit file or to receive a copy of your consumer credit report.

The credit report you are requesting from American Express and Provider is not intended to constitute the disclosure of Experian information required by the FCRA or similar state laws. Experian's National Consumer Assistance Center provides a proprietary consumer disclosure that is different from the consumer credit report provided by ConsumerInfo.com, Inc. This disclosure report must be obtained directly from Experian by going to [www.experian.com/dispute](http://www.experian.com/dispute).

The FCRA allows consumers to get one free comprehensive disclosure of all of the information in their credit file from each of the three national credit reporting companies once every 12 months through a central source. Georgia residents can receive two disclosures per year. To request your free annual report under the FCRA, you must go to [www.annualcreditreport.com](http://www.annualcreditreport.com). The Product is not related to the free FCRA disclosure that you are or may be entitled to.

Although comprehensive, the credit reports from each of the three national credit reporting companies that are available from Provider may not have the same information as a credit report obtained directly from the three national credit reporting companies or through the central source. In addition, the credit reports offered to consumers are not related to the free annual FCRA disclosure that you are entitled to.

## MODIFICATION OF PRODUCTS

American Express or Provider may, at its discretion, modify or discontinue any of the Products or Content or a portion thereof, with or without notice. You agree that American Express and Provider will not be liable to you or any third party for any modification or discontinuance of any of the Products or Content.

## NOTICE OF PROSECUTION

Failure to comply with the FCRA can result in state or federal enforcement actions, as well as private lawsuits. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution.

To enroll in the Product, you must complete a registration form, which includes an address within the United States, and you agree to be bound by these Terms of Use. We will then evaluate your complete registration information. We are not able to accept and process joint registration for a married couple.

## CREDIT MONITORING

You understand and agree that the Product is a credit monitoring product. Provider gives you a copy of your credit report and helps you understand the information contained in your credit report. Provider is not a credit repair organization. Provider cannot improve your credit report, credit history or credit score. Provider does not provide you with advice or assistance in improving your credit report, credit history or credit score. Accurate adverse information on your credit report cannot be changed. If you believe that your credit report contains inaccurate information, it is your responsibility to contact the relevant credit reporting company, and follow the appropriate procedures for notifying the credit reporting company that you believe that your credit report contains an inaccuracy. Any information provided to you regarding the procedures followed by the various credit reporting companies related to the removal of inaccurate information is provided without charge to you and is available for free. Any such information is not included as part of the Product but is provided free of charge to all consumers, regardless of whether they are members of the credit monitoring product.

Please note, there are different processing times across the credit reporting companies, therefore you may not be enrolled in all of them at the same time. It may take 7-10 days for you to be enrolled in the credit monitoring programs across the credit reporting companies. Provider does not control and is not responsible for the enrollment process. Your enrollment in credit monitoring is dependent on the credit bureau being able to enroll you in credit monitoring. If you are not able to be enrolled in credit monitoring, you will not receive alerts of changes to your credit report. If you are successfully enrolled in credit monitoring, alerts will be delivered to the email address that is given to Provider when you enroll in credit monitoring. It is your responsibility to update your email address if it should change.

Disclaimers: You acknowledge that the information provided to you through the PLUS Score product, including the score factors derived from the elements in your credit history, may change over time as your credit history changes. You also acknowledge that the score factor information on how to manage your credit position assumes there will be no adverse changes in your credit performance. American Express and Provider are not responsible for the accuracy or contents of

your credit file, including but not limited to information delivered in the credit report and/or score products.

#### FRAUD RESOLUTION

Obtaining Assistance: There are certain steps that you **MUST FOLLOW** in order to obtain assistance from a fraud resolution representative ("Assistance"). These steps include contacting a Customer Care Representative by calling 1-866-617-1893.

If you are a victim of identity theft, which is hereby defined as the act of knowingly transferring or using, without lawful authority, a means of identification with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of federal law or a felony under applicable state or local law ("Identity Theft"), and you incur problems or suffer damages, you should call us at 1-866-617-1893 and make a request for Assistance. Upon acceptance of your request, a Provider fraud resolution representative will contact you.

**DISCLAIMERS: AMERICAN EXPRESS AND PROVIDER ARE NOT OBLIGATED, NOR DO THEY PROMISE OR GUARANTEE THAT THEY WILL PROTECT YOU AND/OR YOUR INFORMATION FROM IDENTITY THEFT. THE PRODUCT IS DESIGNED TO HELP YOU PROTECT YOURSELF FROM IDENTITY THEFT VULNERABILITIES. THE PRODUCT IS PROVIDED IN ADDITION TO ANY PRECAUTIONS YOU SHOULD REASONABLY BE EXPECTED TO TAKE, INCLUDING PROTECTING YOUR ACCOUNT NAMES, PASSWORDS, SOCIAL SECURITY NUMBER AND OTHER PERSONALLY IDENTIFYING INFORMATION. THE PRODUCT'S FRAUD RESOLUTION SERVICES DO NOT CONSTITUTE A POLICY OR CONTRACT OF INSURANCE. PROVIDER AND AMERICAN EXPRESS DO NOT GUARANTEE THE ACCURACY OF LIEN, JUDGMENT, INVESTMENT, OR CRIMINAL SEARCHES EITHER OF THEM MAY PERFORM ON YOUR BEHALF.**

Neither American Express nor Provider is obligated or responsible for providing Assistance for any request based on (a) an act of fraud, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you, or by any authorized representative of you, whether acting alone or in collusion with you or others, (b) authorized charges that you have disputed based on the quality of goods or services, (c) authorized account transactions or trades that you have disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions, (d) losses, damages or expenses arising out of any business pursuits, (e) losses, damages or expenses that were incurred or commenced prior to the membership, or (f) theft or damage of traveler's checks, tickets of any kind, negotiable instruments, cash or its equivalent, circulating currency, passports, documents, real property, animals, living plants or consumable items, motorized vehicles of any type, watercraft, aircraft, and items intended for storage, transport, display or habitation.

Reservation of Rights: American Express and Provider, including their respective agents, independent contractors, assigns or other expressly authorized third party, reserve the right to make an independent investigation of the facts and circumstances related to any Assistance request, including making contact by telephone, email, US Postal Service or otherwise, any service provider or related party it deems necessary, at its sole and absolute discretion and

expense, regardless of whether you provide express authorization to make such contact for purposes of verifying and assisting you with your Assistance request. American Express and Provider reserve the right to request that you provide corroborating evidence of the unauthorized transaction, Identity Theft or other facts related to your Assistance request, including a signed affidavit, law enforcement or governmental agency reports, receipts of expenses, insurance declaration forms, or any other corroborating evidence that we may deem necessary and reasonable. Further, American Express and Provider reserve the right to refuse any Assistance request or provide any Assistance in the event you fail or refuse to provide us with any requested corroborating evidence related to the Identity Theft. American Express and Provider reserve the right not to provide you with any Assistance or discontinue your membership in the event American Express and Provider determine that you knew, or should reasonably have known, of an act of Identity Theft that commenced prior to the membership.

#### CARD REGISTRATION

In the event of the loss or theft of your charge or credit cards, or other cards and documents that you have registered as part of your enrollment in the Product. You hereby authorize American Express and Provider to act as my agent to notify all of the charge and credit card issuers and other entities that you have specified in the course of your enrollment in the Product.

#### OTHER

When identifying products that may be of interest to you, American Express may receive compensation that may vary by company and product.

#### CHARTIS IDENTITY THEFT INSURANCE

##### SUMMARY DESCRIPTION OF BENEFITS

This Summary Description of Benefits (the "Summary") is provided to inform you that as a member of CreditSecure you are entitled benefits under the applicable Master policy. The Master Policy of Fraud Safeguard Coverage for New York Insureds under Policy Number 1423382 and the Master Policy of Personal Internet Identity Coverage for non-New York Insureds under Policy Number 7077868 \*.

Identity theft insurance is underwritten by insurance company subsidiaries or affiliates of Chartis Inc. The description herein is a summary and intended for informational purposes only and does not include all terms, conditions and exclusions of the policies described. Please refer to the actual policy for terms, conditions, and exclusions of coverage. A complete copy of the Master Policy will be provided upon request.

\* This policy is provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds. Coverage may not be available in all jurisdictions.

We, Us and Our means the insurance company providing the insurance.

Insured, You, Your, or Yourself means the natural person on record with us as enrolled in an insured membership program(s) at the time of a stolen identity event.

Member or Membership means the individual enrolled in the American Express Credit Secure program ("Membership") under which this coverage is provided.

## GENERAL INFORMATION

Should you have any questions regarding the Membership Program or wish to view a complete copy of the Master Policy, please call the customer service number located in your membership materials.

Aggregate Limit of Insurance for each insured:

Aggregate Limit of Insurance	\$ 1,000,000	per policy period
Lost Wages:	\$ 1000	per week, for 4 weeks maximum
<b>Deductible</b>	\$ 0	per policy period

**NOTICE: LEGAL COSTS ARE PART OF, AND NOT IN ADDITION TO, THE LIMIT OF INSURANCE**

### Reporting a Claim

To report a claim under the Master Policy, contact the Master Policyholder's Fraud Resolution Unit at 866-617-1893.

If the Master Policy is terminated, your benefits will cease effective the date of such termination. It is the obligation of the Master Policyholder to inform you of any termination of the Master Policy.

## COVERAGES

We shall pay you for the following in the event of the fraudulent use of your personal identification, social security number, or other method of identifying you, including the fraudulent use of your personal identity to establish credit accounts, secure loans, enter into contracts or commit crimes ("Stolen Identity Event"). A Stolen Identity Event does not include the theft or unauthorized or illegal use of your business name, d/b/a or any other method of identifying your business activity.

### 1. Costs

Costs incurred by you for re-filing applications for loans, grants, other credit or debt instruments that are rejected solely because the lender received from any source incorrect information as a result of a Stolen Identity Event;

Costs for notarizing affidavits or other similar documents, long distance telephone calls, and postage reasonably incurred as a result of your efforts to report a stolen identity event or amend or rectify records as to your true name or identity as a result of a stolen identity event; and

Costs incurred by you for a maximum of six (6) credit reports from an entity approved by us. The first credit report may not be requested until after the discovery of a stolen identity event;



2. Lost Wages

Actual lost wages that would have been earned in the United States, its territories or possessions, whether partial or whole days, for time reasonably and necessarily taken off work and away from your work premises solely as a result of your efforts to amend or rectify records as to your true name or identity as a result of a Stolen Identity Event. Actual lost wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days.

Lost wage reimbursement excludes business interruption or future earning of a self-employed professional. Computation of lost wages for self-employed professionals must be supported by and will be based on prior year tax returns.

Coverage is limited to wages lost within twelve (12) months after your discovery of a Stolen Identity Event.

3. Investigative Agency or Private Investigator Costs

Costs associated with the use of any investigative agency or private investigator engaged to amend or rectify records as to your true name or identity as a result of a Stolen Identity Event. We reserve the right to select such investigative agency or private investigator; however, with our express prior written consent, you may select such investigative agency or private investigator.

4. Legal defense fees and expenses

Costs for reasonable fees for an attorney appointed by us and related court fees, incurred by you with our consent, for:

1. Any legal action brought against you by a creditor or collection agency or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as a result of a Stolen Identity Event; and
2. Removing any civil judgment wrongfully entered against you as a result of the Stolen Identity Event.
3. Criminal defense for charges brought against you as a result of a Stolen Identity Event. However, we will only pay for this after it has been established by acquittal or dropping of charges because you were not in fact the perpetrator.

5. We shall pay you for the following in the event of an Unauthorized Electronic Fund Transfer:

1. The principal amount, exclusive of interest, incurred by you and caused by an Unauthorized Electronic Fund Transfer first occurring during the policy period. However, such principal amount shall not include any amount for which you did not seek reimbursement from the financial institution which issued the access device and holds the account from which funds were stolen, and for which you have not received reimbursement from any other source.

An Unauthorized Electronic Fund Transfer (UEFT) is an electronic fund transfer from your Account initiated by a person other than you without the actual authority to initiate such transfer and from which you receive no benefit. An Unauthorized Electronic Fund Transfer (UEFT) does not include an electronic fund transfer initiated: 1) by a person who was furnished the access device to your account by you, unless you have notified the financial institution that transfers by

such person are no longer authorized; 2) with fraudulent intent by you or any person acting in concert with you; 3) by the financial institution of its employee; or 4) from any business or commercial account.

Account means a cash, credit card, demand deposit (checking), savings or money market account of yours held directly or indirectly by a financial institution and established primarily for personal, family or household purposes.

## COVERAGE SCOPE

Subject to the Master Policy's terms, conditions and exclusions, the Master Policy provides benefits to you only if: (1) you report a Stolen Identity Event or an Unauthorized Electronic Fund Transfer to the Master Policyholder at the contact number stated above as soon as you become aware of a Stolen Identity Event or a Unauthorized Electronic Fund Transfer, but in no event later than ninety (90) days after the Stolen Identity Event or Unauthorized Electronic Fund Transfer is discovered; and (2) you follow the instructions given to you by the Fraud Resolution Unit. These instructions will include notifying major credit bureaus, the Federal Trade Commission's Identity Theft Hotline and appropriate law -enforcement authorities. You will also be provided with a claim form and instructed how to file for benefits under the policy if the Stolen Identity Event or Unauthorized Electronic Fund Transfer results in losses covered under the policy.

You will only be covered for a Stolen Identity Event if a Stolen Identity Event is first discovered while you are a member of the Master Policyholder's insured program and is reported to us within ninety (90) days of such discovery.

You will only be covered for an Unauthorized Electronic Fund Transfer if an Unauthorized Electronic Fund Transfer first occurs while you are a member of the Master Policyholder's insured program and is reported to us within ninety (90) days of such discovery.

You will not be covered if the Stolen Identity Event or Unauthorized Electronic Fund Transfer first occurs after termination of the Master Policy or termination of your membership in the Master Policyholder's program.

## EXCLUSIONS

### A. Intentional Loss

We do not cover any loss for any act committed at your direction or with your knowledge.

### B. Dishonest Acts

We do not cover any loss arising out of any dishonest or criminal act by you.

#### C. Confiscation

We do not cover any loss caused by the confiscation, destruction, or seizure of property by any government or public entity or their authorized representative.

#### D. Business Or Professional Services

We do not cover any loss arising out of a business or professional service engaged in by you, including loss connected to accounts used for business purposes.

#### E. Late Reporting

We do not cover any loss reported to the Master Policyholder more than ninety (90) days after the discovery of a stolen identity event or an unauthorized electronic fund transfer.

#### F. Property Damage, Bodily Injury, or Personal Injury.

We do not cover any bodily injury, property damage, or personal injury.

#### G. Voluntary Disclosure

We do not cover any loss resulting from the voluntary disclosure of any code or other security information which can be used to gain access to your account using an access device to someone who subsequently contributes to the unauthorized electronic fund transfer. This does not include disclosure of any code or other security information which can be used to gain access to your account using an access device that occurred when you were under duress or when you were a victim of fraud.

#### H. Family Member

We do not cover any unauthorized electronic fund transfer of which an immediate family member participated in, directed or had prior knowledge.

### LIMITS OF INSURANCE

The most we shall pay you are the Limits of Insurance shown above. All Legal Costs shall be part of and subject to the Aggregate Limit of Insurance.

The Lost Wages Limit of Insurance shown above is a sublimit of the Aggregate Limit of Insurance and is the most we shall pay you for lost wages.

### OTHER INSURANCE

We shall be excess over any other insurance, including, without limitation, homeowner's or renter's insurance. If you have other insurance that applies to a loss under this policy, the other insurance shall pay first. This policy applies to the amount of loss that is in excess of the Limit of Insurance of your other insurance and the total of all your deductibles and self-insured amounts

under all such other insurance. In no event shall we pay more than our Limits of Insurance as shown above.

#### DUPLICATE COVERAGES

If you are enrolled in more than one Membership Program insured by usChartis, or any of our affiliates, we will reimburse you under each membership program:

- a) subject to the applicable deductibles and Limits of Insurance of each insured Membership Program
- b) but in no event shall the total amount reimbursed to you under all Membership Programs exceed the actual amount of loss