

# TERMS AND CONDITIONS

**Home Deductible Reimbursement Benefit**  
**American Bankers Insurance Company of Florida**  
11222 Quail Roost Drive, Miami, FL 33157-6596  
(herein referred to as Company, We, Us and Our)

Various provisions 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.

Home Deductible Reimbursement coverage applies to the membership address provided at the time of the membership purchase. This coverage is not available to NY, TX and NH residents. Members must keep all address information up to date in order to maintain the Home Deductible Reimbursement benefit. Please note that failure to update your membership address, may result in the denial of an otherwise qualifying incident. Home Deductible Reimbursement is not available as part of the free preview of membership.

## I. LIMITS OF INSURANCE

<u>Coverage</u>	Home Deductible Reimbursement
<u>Limit of Liability</u>	\$1,000 per Claim 2 Claim Maximum per 12 month period

## II. DEFINITIONS

**Administrator** means cynoSure Financial, Inc. on behalf of Canary Connect, Inc. **You** should contact the Administrator if **you** have questions regarding this coverage, or would like to make a claim. The Administrator can be reached by phone at 1-800-711-4280 Monday through Friday 8 am to 8 pm EST, or by email at [claims@cynosurefinancial.com](mailto:claims@cynosurefinancial.com).

**Company** means American Bankers Insurance Company of Florida.

**Coverage Period** means the period of time starting on the **membership effective date**. Coverage will continue as long as **you** are a member in good standing as defined by the membership terms and conditions or until **you**, or Canary Connect, Inc., cancels **your** membership. If **you**, or Canary Connect, Inc. cancels **your** membership, this coverage will also be cancelled.

**Evidence of Coverage** means this document, which describes the terms and conditions of Canary Connect, Inc. Home Deductible Reimbursement benefit within **your** Canary Connect membership. This Evidence of Coverage sets forth the entire agreement between **you** and the **Company**. Representations or promises made by any person that are not contained in this document are not a part of **your** Canary Connect, Inc. Home Deductible Reimbursement benefit.

**Home Insurance** refers to a policy of insurance covering **your residence** and or **personal effects** against all risks of direct physical damage. The home insurance policy must be a valid and active form such as Homeowners, Renters, Farm-Owners, or fire & Wind for a dwelling and/or **personal effects** risk.

**Loss** refers to an accidental physical loss or damage to **your residence**, and/or **personal effects** and/or **theft** of **personal effects** from within **your residence**.

**Membership Effective Date** means the date **you** enroll as a member in the Canary Membership program or upon receipt of payment of membership dues as per the membership terms and conditions for Canary Connect, Inc., whichever occurs last.

**Residence** means a residence owned or rented and normally inhabited by **you**, which is recognized and covered by a **home insurance** or renters policy of **yours**, and has a Canary device in use at that **residence**.

**Personal Effects** refers to **your** personal property normally located at **your residence**.

**Property Damage** means physical damage to, destruction of, or loss of tangible property.

**Theft** refers to the taking or removing of property with intent to deprive the rightful owner. It includes robbery, burglary and larceny.

**You or Your** means the person who is a member in good standing in Canary Connect, Inc. as defined by the membership terms and conditions for Canary Connect, Inc. and whose membership has not expired or been canceled by **you** or Canary Connect, Inc.

NOTE: Coverage is excess of any other applicable insurance or indemnity available to **you**. Coverage is limited to only those amounts not covered by any other insurance or indemnity, subject to the conditions, limitations, and exclusions described herein. In no event will this coverage apply as contributing insurance. This "non-contribution" clause will take precedence over the "non-contribution" clauses found in other insurance or indemnity language.

## III. COVERAGE

In the event that **you**, suffer a **loss** during the **coverage period** which is covered by **your home insurance** policy, **you** may be entitled to deductible reimbursement equal to the deductible on **your home insurance** policy, up to a maximum of \$1,000 per claim, up to a maximum of two (2) paid claims per twelve (12) month membership period. In order to be eligible for the Home Deductible Reimbursement, Your **home insurance** company must have paid the claim net of the deductible. Coverage is subject to the conditions, limitations, and exclusions described herein.

#### IV. EXCLUSIONS

Home Deductible Reimbursement coverage does not apply if:

1. **you** do not maintain in force **home insurance** on your **residence** at the time of the **loss** occurrence;
2. the claim under **your home insurance** is not covered or has been denied by **your home insurance** carrier;
3. the **loss** does not exceed the **home insurance** deductible or does not cause a payment to be made by the **home insurance** carrier to **you** because the **loss** to **your residence** and/or **personal effects** does not exceed the **home insurance** deductible;
4. **your home insurance** company has waived the **home insurance** policy deductible;
5. the **loss** occurs prior to the start of the **coverage period** or after the **coverage period** ends;
6. any loss of use expense as may be provided by a **home insurance** policy for expenses incurred because **your residence** may be uninhabitable for a period of time following a **loss** to the **residence**;
7. **you** have reached your maximum allowable benefits per twelve (12) month **coverage period**.

**We** will not pay for **loss** caused by or resulting from any of the following:

- a. delay, loss of market, loss of use, or any other causes of consequential loss, including (but not limited to) losses arising from loss of time, inconvenience, lost profits or savings or other incidental, special, or consequential damages arising out of the use of or inability to use **your residence**, and/or **personal effects**.
- b. intentional or dishonest acts by: **you**, or anyone else with an interest in **your residence**, and/or **personal effects**; **your** employees or authorized representatives; whether or not acting alone or in collusion with other persons and whether or not occurring during the hours of employment.
- c. deterioration, hidden or latent defect, or any quality issues in **your residence** and/or **personal effects**.
- d. seizures or destruction of **your residence**, and/or **personal effects** by order of governmental authority.

Home Deductible Reimbursement does not cover:

- a. any **loss** involving liability or medical payments coverage provided for under **your home insurance** policy including, but not limited to, personal injury to others, personal injury to others injured on **your** property or damage to property of others.
- b. any **theft** of **personal effects** where visible signs of forced entry are not present or mysterious disappearance, not covered or denied by **your home insurance** carrier.
- c. any **loss** to a residence other than **your residence**, and/or to **personal effects** unless located at **your residence**.
- d. any **loss** which occurred while you are not an active and paid member of Canary Connect Inc.
- e. any **loss** to property including 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, items intended for commercial use.

#### V. LOSS CONDITIONS

HOW TO FILE A HOME DEDUCTIBLE REIMBURSEMENT CLAIM: To make a valid claim, **you** should contact the **administrator** by phone at **1-800-711-4280** or email at **claims@cynosurefinancial.com** within 90 days following the date that the **loss** occurred. Failure to give notice of loss within 90 days of the loss will not invalidate or reduce any otherwise valid claim, if notice is given as soon as is reasonably possible.

The **administrator** will send a claim form, which should be completed and mailed back to the **administrator** at:

**Canary Connect, Inc.**  
**c/o cynoSure Financial, Inc.**  
**P.O. Box. 7690**  
**St. Clair Shores, MI 48080**

Along with a copy of the following:

1. Claim form submitted to **your home insurance** company when **your loss** occurred; and
2. Declaration Page from **your home insurance policy**; and
3. Claim payment check **you** received from **your home insurance** company for the **loss**; and
4. Claim explanation that came with **your home insurance** company's claim payment check; and
5. Any other documentation that the **administrator** may reasonably request.

All these required items, including the claim form, must be submitted within 180 days of the date of the **loss**. Failure to provide proof of loss within 180 days of the **loss** will not invalidate or reduce any otherwise valid claim if notice and proof of loss is given as soon as is reasonably possible, and in no event later than 1 year after the original date of loss.

Benefits payable under this Evidence of Coverage for any **loss** will be paid within 30 days after receipt of proof of such claim and all required information necessary to support the claim is received by the **administrator**.

#### VI. ADDITIONAL CONDITIONS

CANCELLATION AND NON-RENEWAL: Canary Connect, Inc. or the Company can cancel or choose not to renew this coverage. If this happens, Canary Connect, Inc. will notify **you** at least sixty (60) days in advance of the expiration of this coverage. Such notices need not be given if substantially similar replacement coverage takes effect without interruption and is provided by the same insurer. If this coverage is canceled or non-renewed by either Canary Connect, Inc. or the Company, the coverage benefits will continue in force up through the date for which premium was paid to **us** or until **we** are notified of **your** cancellation, whichever occurs first. Coverage will still apply to claims that occurred prior to the date of such cancellation or non-renewal, provided all other terms, conditions, and exclusions of coverage are met.

## VII. GENERAL PROVISIONS:

CONCEALMENT, MISREPRESENTATION OR FRAUD: No coverage will be provided if, whether before or after a **loss**, **you** or any **member** at any time have:

1. concealed or misrepresented any material circumstance concerning this insurance, or
2. made false statements or engaged in fraudulent conduct.

ACTION AGAINST US: No one may bring a legal action against **us** until there has been full compliance with all the terms of this Evidence of Coverage and not more than two (2) years after **you** first have knowledge of the **loss**. But **we** will extend this two (2) year period by the number of days between the date proof of **loss** is filed and the date the claim is denied in whole or in part.

NO BENEFIT TO BAILEE: No person or organization, other than **you** or **your member**, will benefit from this insurance.

DUPLICATE MEMBERSHIP COVERAGE: In the event that **you** have intentionally or unintentionally enrolled for more than one Canary Connect, Inc. membership for the same **residence**, coverage under this Evidence of Coverage is limited to one benefit payable per **residence**, per **loss**.

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 after **loss** to impair them.

RECOVERIES: Any recovery or salvage on a **loss** will accrue entirely to **our** benefit until **we** have been fully reimbursed for **our** payment.

DISPUTE RESOLUTION: The Home Deductible Reimbursement benefit is subject to the terms and conditions outlined and includes certain restrictions, limitations, and exclusions. This Evidence of Coverage is not a policy of insurance. In the event of any conflict between the coverage in this Evidence of Coverage and the policy, the policy will govern. The policy is on file at the offices of the **administrator**. The Home Deductible Reimbursement benefit is underwritten by American Bankers Insurance Company of Florida.

If any dispute arises between **us** and **you** with reference to the interpretation of this Evidence of Coverage or the extent of any settlement offered, the dispute shall be referred to arbitration for a decision binding on both parties, and not subject to any appeal process. Unless otherwise governed by applicable state law, the policy shall be interpreted and enforced in accordance with the laws of the state of Delaware.