

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **IDENTITY RECOVERY COVERAGE ID THEFT CASE MANAGEMENT SERVICE AND EXPENSE REIMBURSEMENT**

Service and coverage under this endorsement applies to any "insured" as defined in this policy.

### **DEFINITIONS**

The following definitions are added with respect to this endorsement only.

1. "ID Recovery Case Manager" means a person assigned by us to help an "insured" to recover control over his or her personal ID. This help may include contacting authorities, credit bureaus, creditors and businesses. Such contacts will take place with the permission and cooperation of the "insured."
2. "ID Theft" means the fraudulent use of the Social Security number or other method of identifying an "insured." This includes the fraudulent use of the personal identity of an "insured" to establish credit accounts, secure loans, enter into contracts or commit crimes.

"ID theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

"ID theft" does not include the unauthorized use of a valid credit card, credit account or bank account. However, "ID theft" does include the fraudulent alteration of account profile information, such as the address to which statements are sent.

3. "ID Theft Expenses" means any of the following when they are reasonable and necessary expenses that are incurred in the United States or Canada as a direct result of an "ID theft."
  - a. Costs for re-filing applications for loans, grants or other credit instruments.
  - b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage.
  - c. Costs for up to 12 credit reports from established credit bureaus dated within 12 months after discovery of the "ID theft."
  - d. Fees and expenses for an attorney approved by us for the following.
    - (1) The defense of any civil suit brought against an "insured" by a creditor or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan.
    - (2) The removal of any civil judgment wrongfully entered against an "insured."

- e. Actual lost wages of the "insured" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.
- f. Actual costs for supervision of children or elderly or infirm relatives or dependants of the "insured" during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "insured."
- g. Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "insured."

The following Additional Coverage is added under **Section I:**

### **IDENTITY RECOVERY COVERAGE**

We will provide the Case Management Service and Expense Reimbursement Coverage indicated below if all of the following requirements are met.

1. There has been an "ID theft" involving the personal identity of an "insured" under this policy; and
2. Such "ID theft" is first discovered by the "insured" during the policy period for which this Identity Recovery coverage is applicable; and
3. Such "ID theft" is reported to us within 60 days after it is first discovered by you.

If all three of the requirements listed above have been met, then we will provide the following to the "insured":

#### **1. Case Management Service**

Services of an "ID recovery case manager" as needed to respond to the "ID theft."

## 2. Expense Reimbursement

Reimbursement of necessary and reasonable "ID theft expenses" incurred as a direct result of the "ID theft."

This coverage is additional insurance.

### LIMITS

Case Management Service is available as needed for any one "ID theft" for up to 12 months in a row from the inception of the service. Expenses we incur to provide Case Management Service do not reduce the amount of limit available for Expense Reimbursement coverage.

Expense Reimbursement coverage is subject to a limit of \$15,000 annual aggregate per "insured." This limit is the most we will pay for the total of all loss or expense arising out of all "ID thefts" to any one "insured" which are first discovered by the "insured" during the present annual policy period. This limit applies regardless of the number of claims during that period.

An "ID theft" may be first discovered by the "insured" in one policy period and continue into other policy periods. If so, all loss and expense arising from such "ID theft" will be subject to the aggregate limit applicable to the policy period when the "ID theft" was first discovered by the "insured."

Coverage for legal costs is found under item d. of the definition of "ID theft expenses." Such legal costs are part of, and not in addition to, the Expense Reimbursement coverage limit.

Item e. (Lost Wages) and item f. (Child and Elder Care Expenses) of the definition of "ID theft expenses" are jointly subject to a sublimit of \$250 per day, not to exceed \$5,000 in total. This sublimit is part of, and not in addition to, the Expense Reimbursement coverage limit. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the "ID theft" by the "insured."

Item g. (Mental Health Counseling) of the definition of "ID Theft expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Expense Reimbursement coverage limit. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "ID theft" by the "insured."

### DEDUCTIBLE

Case Management Service is not subject to a deductible.

Expense Reimbursement coverage is subject to a deductible of \$250. You shall be responsible for only one deductible under this endorsement during any one policy period.

## EXCLUSIONS

The following additional exclusions apply to this coverage. These exclusions apply to both Case Management Service and Expense Reimbursement.

We do not cover loss or expense arising from any of the following.

1. The theft of a professional or business identity.
2. Any fraudulent, dishonest or criminal act by an "insured." This includes any such act by a person aiding or abetting an "insured." This also includes any such act by an authorized representative of an "insured." In all these cases, it does not matter whether the individual is acting alone or in collusion with others.
3. Loss other than "ID theft expenses." Account balances which arise out of fraudulent charges would be one example of loss other than "ID theft expenses."
4. An "ID theft" first discovered by the "insured" prior to or after the period for which this coverage applies. This exclusion applies whether or not such "ID theft" began or continued during the period of coverage.
5. An "ID theft" that is not reported to us within 60 days after it is first discovered by the "insured."
6. An "ID theft" that is not reported in writing to the police.

## CONDITIONS

The following additional Conditions apply to this coverage.

### A. Assistance and Claims

If you have questions or need help, please call the **ID Recovery Help Line** at **1 – 800 – 631 – 9126**.

The **ID Recovery Help Line** is available to provide you with the following.

1. Information on how to respond to a possible "ID theft."
2. Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an "insured" prior to a determination that a covered "identity theft" has occurred. Our provision of such services is not an admission of liability under the policy. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identity theft" has not occurred.

As respects Expense Reimbursement Coverage, you must send to us receipts, bills or other records that support your claim for "ID theft expenses." Such records must be sent to us within 60 days after our request.

#### **B. Computer Security**

Each "insured" has the responsibility to use and maintain security for his or her computer system. This includes the use of personal firewalls and anti-virus software. This also includes the proper disposal of used hard drives.

#### **C. Services**

The following conditions apply as respects any services provided by us or our designees to you or any "insured" under this endorsement.

1. Our ability to provide helpful services in the event of an "ID theft" depends on your cooperation, permission and assistance.
2. All services may not be available or applicable to all individuals. For example, "insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
3. We do not warrant that our services will end or solve all problems associated with an "ID theft." We do not warrant that our services will prevent future "ID thefts."

All other provisions of this policy apply.