

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

IDENTITY RECOVERY COVERAGE

IDENTITY THEFT CASE MANAGEMENT SERVICE AND EXPENSE REIMBURSEMENT

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described in this endorsement. Coverage is subject to the "terms" of this endorsement and to the "terms" of the policy to which it is attached, except as amended by this endorsement.

DEFINITIONS

With respect to Identity Recovery Coverage, the following definitions are added:

1. "Identity Recovery Case Manager" means one or more individuals assigned by "us" to assist an "insured" with communications "we" deem necessary for re-establishing the integrity of the personal identity of the "insured." This includes, with the permission and cooperation of the "insured," written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.
2. "Identity Theft" means the fraudulent use of the social security number or other method of identifying an "insured." This includes fraudulently using the personal identity of an "insured" to establish credit accounts, secure loans, enter into contracts or commit crimes.

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

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

3. "Identity Recovery Expenses" means the following when they are reasonable and necessary expenses that are incurred in the United States or Canada as a direct result of an "identity theft":
 - a. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft."
 - b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of "your" efforts to report an "identity theft" or amend or rectify records as to "your" true name or identity as a result of an "identity theft."
 - c. Costs for up to six credit reports from established credit bureaus (with no more than two reports from any one credit bureau) dated within 12 months after "your" knowledge or discovery of an "identity theft."

- d. Fees and expenses for an attorney appointed by "us" for:

- 1) Defending any civil suit brought against an "identity recovery insured" 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 an "identity theft"; and
- 2) Removing any civil judgment wrongfully entered against an "insured" as a result of the "identity theft."

- 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.

PROPERTY COVERAGES

INCIDENTAL PROPERTY COVERAGES

The following coverage is added:

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

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 "identity recovery case manager" as needed to respond to the "identity theft"; and

2. **Expense Reimbursement**

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

This coverage is additional insurance.

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 "identity recovery expenses." Account balances which arise out of fraudulent charges would be one example of loss other than "identity recovery expenses."
4. An "identity theft" first discovered by the "insured" prior to or after the period for which this coverage applies. This exclusion applies whether or not such "identity theft" began or continued during the period of coverage.
5. An "identity theft" that is not reported to "us" within 60 days after it is first discovered by the "insured."
6. An "identity theft" that is not reported in writing to the police.

HOW MUCH WE PAY FOR LOSS OR CLAIM

LIMITS

Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months 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." Regardless of the number of claims, this limit is the most "we" will pay for the total of all loss or expense arising out of all "identity thefts" to any one "insured" which are first discovered by the "insured" during a 12-month period starting with the beginning of the present annual policy period. If an "identity theft" is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such "identity theft" will be subject to the aggregate limit applicable to the policy period when the "identity theft" was first discovered.

Legal costs as provided under item d. of the definition of "identity recovery expenses" are part of, and not in addition to, the Expense Reimbursement coverage limit.

Lost wages coverage is found under item e. of the definition of "identity recovery expenses." Such lost wages are subject to a sublimit of \$200 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 within 12 months after the first discovery of the "identity theft" by the "insured."

DEDUCTIBLE

Case Management Service is not subject to a deductible.

Expense Reimbursement coverage is subject to a deductible of \$250. Any one "insured" shall be responsible for only one deductible under this Identity Recovery Coverage during any one policy period.

POLICY CONDITIONS

The following additional conditions apply to this coverage:

A. Assistance and Claims

For assistance, the "identity recovery insured" should call the **Identity Recovery Help Line** at **1-800-796-6280**.

The **Identity Recovery Help Line** can provide the "insured" with:

1. Information and advice for how to respond to a possible "identity theft"; and
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, the "insured" must send to "us", within 60 days after our request, receipts, bills or other records that support his or her claim for "identity recovery expenses."

B. Computer Security

It is the responsibility of each "insured" to use and maintain his or her computer system security, including personal firewalls, anti-virus software and proper disposal of used hard drives.

C. Services

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

1. "Our" ability to provide helpful services in the event of an "identity theft" depends on the cooperation, permission and assistance of the "insured."
2. "We" do not warrant or guarantee that our services will end or eliminate all problems associated with an "identity theft" or prevent future "identity thefts."