

## **IDENTITY RECOVERY COVERAGE IDENTITY THEFT CASE MANAGEMENT SERVICE AND COSTS COVERAGE**

Throughout this Coverage Endorsement (hereinafter referred to as "IDR Coverage"), the word "insured" means any person or organization qualifying as such under the policy. Other words and phrases that appear in "quotations" have special meaning. Refer to **SECTION VI. DEFINITIONS**.

The terms and conditions of the Cancellation Clause of the Common Policy conditions and any amendment to such terms incorporated by endorsement are here by incorporated herein and shall apply to coverage as is afforded by this IDR Coverage, unless specifically stated otherwise in an endorsement(s) attached hereto.

### **SECTION I. WHAT IS COVERED**

#### **Identity Recovery Coverage**

"We" will provide the Case Management Service and Costs 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 a reasonable period of time 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. **Costs Coverage**

Reimbursement of actual "identity theft costs" incurred as a direct result of the "identity theft."

This coverage is additional insurance.

## SECTION II. EXCLUSIONS WHAT IS NOT COVERED

The following additional exclusions apply to this coverage. These exclusions apply to both Case Management Service and Costs Coverage.

"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. However, this exclusion shall not apply to the interests of an "insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.
3. An "identity theft" that is not reported in writing to the police.

## SECTION III. LIMIT OF LIABILITY

Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Costs "we" incur to provide Case Management Service do not reduce the amount of limit available for Costs Coverage.

Costs Coverage is subject to a limit of \$25,000 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 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 theft costs" are part of, and not in addition to, the Costs Coverage limit.

Item **e.** (Lost Wages) and item **f.** (Child and Elder Care Expenses) of the definition of "identity theft costs" are jointly subject to a sublimit of \$5,000. This sublimit is part of, and not in addition to, the Costs Coverage limit. Coverage is limited to wages lost and costs incurred within 12 months after the first discovery of the "identity theft" by the "insured."

Item **g.** (Mental Health Counseling) of the definition of "identity theft costs" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Costs Coverage limit. Coverage is limited to costs incurred within 12 months after the first discovery of the "identity theft" by the "insured."

Item **h.** (Miscellaneous Unnamed Costs) of the definition of "identity theft costs" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Costs Coverage limit. Coverage is limited to costs incurred within 12 months after the first discovery of the "identity theft" by the "insured."

## SECTION IV. DEDUCTIBLE

IDR Coverage is not subject to a deductible.

## SECTION V. CONDITIONS

The following additional conditions apply to this coverage:

### A. Assistance and Claims

For assistance, the "insured" should call the **Identity Recovery Help Line at 1-844-378-1100**.

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 Costs 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 Costs Coverage, the "insured" must send to "us", within a reasonable period of time after our request, receipts, bills or other records that support his or her claim for "identity theft costs."

### B. 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. 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 or guarantee that our services will end or eliminate all problems associated with an "identity theft" or prevent future "identity thefts."

All other provisions of this policy apply.

## SECTION VI. DEFINITIONS

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 the fraudulent use of 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.
3. "Identity Theft Costs" means the following when they are reasonable and necessary costs that are incurred 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 long distance telephone calls, postage and notarizing documents.
  - c. Costs for credit reports from established credit bureaus.
  - d. Costs for an attorney approved by "us" for the following:
    - (1) The defense of any civil suit brought against an "insured";
    - (2) The removal of any civil judgment wrongfully entered against an "insured;"
    - (3) Legal assistance for an "insured" at an audit or hearing by a governmental agency;
    - (4) Legal assistance in challenging the accuracy of the "insured's" consumer credit report; or
    - (5) The defense of any criminal charges brought against an "insured" arising from the actions of a third party using the personal identity of the "insured."
  - e. Actual lost wages of the "insured" for time 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. Costs for supervision of children or elderly or infirm relatives or dependents of the "insured" during time taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "insured."
  - g. 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."
  - h. Any other reasonable costs necessarily incurred by an "insured" as a direct result of the "identity theft."
    - (1) Such costs include:
      - (a) Costs by the "insured" to recover control over his or her personal identity.
      - (b) Deductibles or service fees from financial institutions.
    - (2) Such costs do not include:
      - (a) Costs to avoid, prevent or detect "identity theft" or other loss.
      - (b) Money lost or stolen.
      - (c) Costs that are restricted or excluded elsewhere in this endorsement or policy