



# IDENTITY RECOVERY COVERAGE

## Now, If You Lose Your Identity, We Help You Keep Your Sanity.

### **Identity Theft Costs Money. And Time.**

Over the past decade identity theft is one of America's fastest growing crime. It occurs when someone else uses your personal or financial information to commit identity fraud.

The cost of recovering a stolen identity can reach a thousand dollars or more. But victims report that the time and emotional toll identity theft and recovery take are the greatest losses, especially when the thief takes control of your identity and opens one or more fraudulent accounts in your name.

It's frustrating, confusing and especially inconvenient.

### **Coverage for Expenses. And Help Correcting Records.**

To address the problems identity theft presents, we've combined the reimbursement for identity recovery expenses with identity recovery services for personal help restoring your credit and identity records. Here are the highlights.

### **Identity Recovery Counselors.**

Experienced Counselors are available at our toll-free Helpline (1-800-945-9185) to provide assistance if you suspect identity theft and get you on the road to recovery. A Counselor will answer your questions, recommend important next steps, explain how to initiate an identity theft claim and send you an Identity Recovery Customer Guide.

### **Case Management Services.**

Verified identity theft claimants who want personal help with the identity recovery

process will be assigned an experienced Case Manager. Your Case Manager will handle all the steps you approve that a third party can legally take on your behalf, to help you identify where fraud has occurred, make the right contacts and speed the often complicated recovery process.

### **Customer Guide.**

If you prefer to manage the process yourself, your Identity Recovery Customer Guide, a step-by-step source complete with pre-written letters to creditors and credit bureaus, will help you every step of the way.

### **Expense Reimbursement.**

Identity Recovery Coverage reimburses you for up to \$15,000 for covered expenses incurred to restore your credit history and identity records in the event of identity theft. Covered expenses include:

- The cost of obtaining credit reports
- Fees when reapplying for loans initially declined due to falsified credit information
- Certain legal fees caused by identity theft

This describes highlights of coverage and service. For all coverages, limits and deductibles, conditions, terms and exclusions, please refer to the policy.

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

## **IDENTITY RECOVERY COVERAGE**

### **IDENTITY THEFT CASE MANAGEMENT SERVICE AND EXPENSE REIMBURSEMENT**

The “**Identity Recovery Insured**” covered under this endorsement is as follows (Check one or two of the following. Options two and three cannot both be checked):

- Any employee of the entity insured under this policy. Employees include full time employees, part time employees, seasonal employees, volunteers and elected or appointed officials;
- When the entity insured under this policy is a school or school district, any student of such entity; or
- When the entity insured under this policy is a school or school district, any person whose name appears on the list of covered students maintained by us for the current policy period.

An “identity recovery insured” must always be an individual person. The entity insured under this policy is not an “identity recovery insured.”

The following is added as an Additional Coverage:

#### **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 “identity recovery insured” under this policy; and
2. Such “identity theft” is first discovered by the “identity recovery 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 “identity recovery insured.”

If all three of the requirements listed above have been met, then we will provide the following to the “identity recovery 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:

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 “identity recovery insured” or any person aiding or abetting an “identity recovery insured”, or by any authorized representative of an “identity recovery insured”, whether acting alone or in collusion with others.
3. Loss other than “identity recovery expenses”.
4. An “identity theft” that is first discovered by the “identity recovery 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 “identity recovery insured.”
6. An “identity theft” that is not reported in writing to the police.

#### **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 “identity recovery 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 “identity recovery insured” which are first discovered by the “identity recovery 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.

Item e. (Lost Wages) and item f. (Child and Elder Care Expenses) of the definition of "identity recovery 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 "identity theft" by the "identity recovery insured."

Item g. (Mental Health Counseling) of the definition of "identity recovery 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 "identity theft" by the "identity recovery insured."

### DEDUCTIBLE

Case Management Service is not subject to a deductible.

Expense Reimbursement coverage is not subject to a deductible.

### 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 **1-800-945-9185**.

The **Identity Recovery Help Line** can provide the "identity recovery 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 "identity recovery 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 "identity recovery 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 "identity recovery 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 with respect to any services provided by us or our designees to any "identity recovery 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 "identity recovery insured."
2. All services may not be available or applicable to all individuals. For example, "identity recovery 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."

### DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added:

1. **"Identity Recovery Case Manager"** means one or more individuals assigned by us to assist an "identity recovery insured" with communications we deem necessary for re-establishing the integrity of the personal identity of the "identity recovery insured." This includes, with the permission and cooperation of the "identity recovery 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 "identity recovery insured." This includes fraudulently using the personal identity of an "identity recovery 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 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 12 credit reports from established credit bureaus dated within 12 months after your knowledge or discovery of an "identity theft."
- d. Fees and expenses for an attorney approved 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 "identity recovery insured" as a result of the "identity theft."
- e. Actual lost wages of the "identity recovery 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 "identity recovery 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 "identity recovery 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 "identity recovery insured."

All other provisions of this policy apply.