

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## IDENTITY THEFT EXPENSE COVERAGE

In consideration of the premium paid and compliance with all applicable provisions of this endorsement, we provide the following coverage.

### DEFINITIONS

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

1. **"Identity theft"** means the act of knowingly transferring or using, without lawful authority, a means of identification of an **"insured"** with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
2. **"Expenses"** means:
  - a. costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies.
  - b. costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
  - c. lost income resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel.
  - d. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
  - e. reasonable attorney fees incurred as a result of **"identity theft"** to:
    - (1) defend lawsuits brought against an **"insured"** by merchants, financial institutions or their collection agencies;
    - (2) remove any criminal or civil judgments wrongly entered against an **"insured"**; and
    - (3) challenge the accuracy or completeness of any information in a consumer credit report.
  - f. charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual **"identity theft"**.

### SPECIAL DEDUCTIBLE

We will pay only that part of the loss that exceeds \$250. No other deductible applies to **"identity theft"** expense coverage.

### IDENTITY THEFT EXPENSE

We will pay up to an aggregate limit of \$15,000 for **"expenses"** incurred by an **"insured"** as the direct result of any one **"identity theft"** first discovered or which reasonably should have been discovered by the **"insured"** on or after the effective date of this endorsement and during the policy period. Discovery occurs when the **"insured"** first becomes aware of facts

which would cause a reasonable person to assume that a loss of a type covered by this insurance has or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact details of loss may not then be known. The aggregate limit includes the sum of all **"expenses"** defined within this endorsement.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an **"insured"**, is considered to be one **"identity theft"**, even if a series of acts continues into a subsequent policy period.

Subject to the aggregate limit shown above, the following sub-limit applies for the following expenses:

\$200 a day up to a \$3,000 total limit will be paid for lost income.

### EXCLUSIONS

We do not cover:

1. Loss arising out of or in connection with a **"business"**.
2. **"Expenses"** incurred due to any fraudulent, dishonest or criminal act by an **"insured"** or any person aiding or abetting an **"insured"**, or by any authorized representative of an **"insured"**, whether acting alone or in collusion with others.
3. Loss other than **"expenses"**.
4. Loss for Credit Card, Fund Transfer Card, Forgery, Counterfeit Money or Fund Transfer or Access Device.
5. Loss caused when an occupant of the **"residence premises"** or a blood relative of the **"insured"** has committed the **"identity theft"**.
6. Loss caused when a **"residence employee"** has committed the **"identity theft"**.

### SECTION I – CONDITIONS

#### 3.a. Your Duties After Loss

The following is added:

- (7) Send to us, within 60 days after our request, receipts, bills or other records that support your claim for **"expenses"** under **Identity Theft Expense Coverage**.