

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

IDENTITY THEFT EXPENSE COVERAGE

INSURING AGREEMENT

"We" will pay up to \$15,000 for "expenses" in excess of \$250 incurred by an "insured" as the direct result of any one "identity theft" first discovered or learned of during the policy period. 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.

DEFINITIONS

With respect to the coverage provided by 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, fraud or 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, up to a maximum payment of \$200 per day. Total payment for lost income is not to exceed \$5,000.
 - 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".

EXCLUSIONS

The following additional exclusions apply to this coverage:

"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".

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CONDITIONS

With respect to the coverage provided by this endorsement only, the Conditions stated in “your” policy for **Your Duties After A Loss** and **Other Insurance** are replaced with the following:

1. Your Duties After A Loss

In case of an identity theft, an “insured” must:

- a. Give prompt notice to “us” or “our” agent;
- b. Notify the police as soon as practicable;
- c. Keep an accurate record of “expenses”;
- d. Send to “us”, within 60 days after “our” request, “your” signed, sworn proof of loss which sets forth, to the best of “your” knowledge, and belief:
 - (1) The time and cause of loss;
 - (2) Receipts, bills, records and other evidence that support the claim for Identity Theft Expense Coverage;
 - (3) Other insurance which may cover the “expenses”;
- e. Cooperate with “us” in “our” investigation, including:
 - (1) Provide “us” with records and documents “we” request and permit “us” to make copies; and
 - (2) Submit to examination under oath as often as “we” reasonably require.

2. Other Insurance

If “expenses” covered by this endorsement are also covered by Other Insurance, “we” will pay only the proportion of the “expenses” that \$15,000 bears to the total amount of insurance covering the “expenses”, subject to the \$15,000 limit.

All other terms and conditions of this policy apply.