



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
IDENTITY RECOVERY COVERAGE ENDORSEMENT**

IDENTITY THEFT MANAGEMENT SERVICE, EXPENSE REIMBURSEMENT AND FRAUD COVERAGE

Service and coverage under this endorsement applies to **anyone we protect** as defined in this endorsement.

DEFINITIONS

Unless otherwise defined in this endorsement, words and phrases in bold type are used as defined in the DEFINITIONS section of the policy.

- "**Anyone we protect**" means **you** and the following **residents** of **your** household:

1. relatives and wards;
2. other persons in the care of **anyone we protect**;
3. any Additional Insured named on the **Declarations** who is covered under the "Additional Insured Endorsement - Domestic Partners."

- "**Fraud Event**" means any of the following, when such event results in direct financial loss to **anyone we protect**:

1. **Identity theft**;
2. The unauthorized use of a card, card number or account number associated with a bank card, credit card or debit card issued to or registered in the name of **anyone we protect**, when **anyone we protect** is legally liable for such use;
3. Forgery or alteration of any check or negotiable instrument;
4. Acceptance in good faith of counterfeit currency; or
5. An intentional and criminal deception of **anyone we protect** to induce **anyone we protect** to part voluntarily with something of value.

"**Fraud event**" does not mean or include any **occurrence**:

1. In which **anyone we protect** is threatened or coerced to part with something of value;
2. Between **anyone we protect** and any of the following:
 - a. The current or former spouse, common law spouse or domestic partner of **anyone we protect**;
 - b. The grandparent, parent, sibling, child or grandchild of **anyone we protect**; or
 - c. Any resident of the household of **anyone we protect**.

3. Involving use of a card, card number or account number:

- a. By a person who has been authorized by **anyone we protect** to use such card or number, unless such authorization was obtained through an intentional and criminal deception of **anyone we protect**; or
- b. If **anyone we protect** has not complied with all terms and conditions under which the card or number was issued.

4. Arising from the **business** or professional service of **anyone we protect**;

5. Involving a dispute or disagreement over the completeness, authenticity or value of any product, service or financial instrument;

6. Arising from a charitable contribution, donation or gift by **anyone we protect**;

7. Arising from an online auction or the use of an online auction site;

8. Arising from any lottery, gambling or game of chance; or

9. Arising from any advance fee fraud or other fraud in which **anyone we protect** provides money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided.

- "**Identity Recovery Case Manager**" means a person assigned by **us** to help **anyone we protect** to recover control over his or her personal identity. This help may include contacting authorities, credit bureaus, creditors and businesses. Such contacts will take place with the permission and cooperation of **anyone we protect**.

- "**Identity theft**" means the fraudulent use of the social security number or other method of identifying **anyone we protect**. This includes the fraudulent use of the personal identity of **anyone we protect** to establish credit accounts, secure loans, enter into contracts or commit crimes.

Identity theft does not include the unauthorized use of a **business** name, doing **business** as 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.

• "**Identity Theft Expenses**" means any of the following, when they are reasonable and necessary expenses that are incurred as a direct result of an **identity theft**:

1. Costs for re-filing applications for loans, grants or other credit instruments.
2. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage.
3. Costs for credit reports from established credit bureaus.
4. Fees and expenses for an attorney approved by us for the following:
 - a. The defense of any civil suit brought against **anyone we protect**.
 - b. The removal of any civil judgment wrongfully entered against **anyone we protect**.
 - c. Legal assistance for **anyone we protect** at an audit or hearing by a governmental agency.
 - d. Legal assistance in challenging the accuracy of the consumer credit report of **anyone we protect**.
 - e. The defense of any criminal charges brought against **anyone we protect** arising from the actions of a third party using the personal identity of **anyone we protect**.
5. Actual lost wages of **anyone we protect** 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.
6. Actual costs for supervision of children or elderly or infirm relatives or dependants of **anyone we protect** during the 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 **anyone we protect**.
7. 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 **anyone we protect**.
8. Any other reasonable costs necessarily incurred by **anyone we protect** as a direct result of the **identity theft**. Such costs include:
 - a. Costs by **anyone we protect** to recover control over his or her personal identity.
 - b. Deductibles or service fees from financial institutions.

Such costs do not include:

- a. Costs to avoid, prevent or detect **identity theft** or other loss.
- b. Monies lost or stolen.
- c. Costs that are restricted or excluded elsewhere in this endorsement or policy.

PROPERTY PROTECTION -- SECTION I

WHAT WE ALSO PAY (except in NY)

ADDITIONAL LOSSES WE WILL PAY (NY)

The following is added under **WHAT WE ALSO PAY (except in NY)/ ADDITIONAL LOSSES WE WILL PAY (NY)**:

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 **anyone we protect**; and
2. Such **identity theft** is first discovered by **anyone we protect** 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 you.

If all three of the requirements listed above have been met, then we will provide the following to **anyone we protect**:

1. Case Management Service

Services of an **identity recovery case manager** as needed to respond to the **identity theft**.

2. Expense Reimbursement

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

FRAUD COVERAGE

We will provide the *Fraud Reimbursement Coverage* indicated below if all of the following requirements are met:

1. There has been a **fraud event** involving **anyone we protect**; and
2. Such **fraud event** is first discovered by **anyone we protect** during the policy period for which this *Identity Recovery Coverage* is applicable; and
3. Such **fraud event** is reported to us within 60 days after it is first discovered by you.

If all three of the requirements listed above have been met, then we will provide the following to **anyone we protect**:

1. Fraud Reimbursement

Payment of the amount fraudulently taken from **anyone we protect**. This is the direct financial loss only.

Fraud Reimbursement does not include any of the following:

- a. Other expenses that arise from the **fraud event**. This includes, but is not limited to, **identity theft expenses**.
- b. Indirect loss, such as **bodily injury**, lost time or damaged reputation.
- c. Any interest, time value or potential investment gain on the amount of financial loss.
- d. Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

LIMITS

Case Management Service is available as needed for any one **identity theft** for up to 12 months in a row 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 and *Fraud Reimbursement* are jointly subject to a limit of \$25,000 annual aggregate per insured individual. This limit is the most we will pay for the total of all loss or expenses arising out of all **identity thefts** and **fraud events** to any one insured individual which are first discovered by **anyone we protect** during the present annual policy period. This limit applies regardless of the number of claims during that period.

An **identity theft** or **fraud event** may be first discovered by **anyone we protect** in one policy period and continue into other policy periods. If so, all loss and expenses arising from such **identity theft** or **fraud event** will be subject to the aggregate limit applicable to the policy period when the **identity theft** or **fraud theft** was first discovered by **anyone we protect**.

Coverage for legal costs is found under item 4. of the definition of **identity theft expenses**. Such legal costs are part of, and not in addition to, the *Expense Reimbursement Coverage* limit.

Item 5. (Lost Wages) and item 6. (Child and Elder Care Expenses) of the definition of **identity theft expenses** are jointly subject to a sub limit of \$5,000. This sub limit 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 **anyone we protect**.

Item 7. (Mental Health Counseling) of the definition of **identity theft expenses** is subject to a sub limit of \$1,000. This sub limit 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 **anyone we protect**.

Item 8. (Miscellaneous Unnamed Costs) of the definition of **identity theft expenses** is subject to a sub limit of

\$1,000. This sub limit is part of, and not in addition to, the *Expense Reimbursement Coverage* limit. Coverage is limited to costs incurred within 12 months after the first discovery of the **identity theft** by **anyone we protect**.

DEDUCTIBLE

Case Management Service is not subject to a deductible.

Expense Reimbursement Coverage is subject to a deductible of \$250. **You** shall be responsible for only one deductible under this endorsement during any one policy period.

Fraud Reimbursement Coverage is subject to a deductible of \$250 per **fraud event**.

WHAT WE DO NOT COVER - EXCLUSIONS

We do not pay for loss resulting directly or indirectly from any of the following, even if other events or happenings contributed concurrently, or in sequence to the loss.

The following additional exclusions apply to this coverage. These exclusions apply to both *Case Management Service* and *Expense Reimbursement 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 **anyone we protect**. This includes any such act by a person aiding or abetting **anyone we protect**. This also includes any such act by an authorized representative of **anyone we protect**. In all these cases, it does not matter whether the individual is acting alone or in collusion with others.
3. An **identity theft** or **fraud event** that is not reported in writing to the police.

RIGHTS AND DUTIES - CONDITIONS - SECTION I

The following additional Conditions apply to this coverage:

A. Assistance and Claims

If you have questions or need help, please call the **Identity and Fraud Help Line** at **1-866-ERIENOW (1-866-374-3669)**.

The **Identity and Fraud Help Line** is available to provide you with the following:

1. Information on how to respond to a possible **identity theft** or **fraud event**.
2. Instructions for how to submit a service request for *Case Management Service* and/or a claim form for *Expense Reimbursement Coverage* or *Fraud Reimbursement Coverage*.

In some cases, we may provide *Case Management Service* at our expense to **anyone we protect** 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* and *Fraud Reimbursement Coverage*, **you** must send to **us** receipts, bills or other records that support **your** claim for **identity theft expenses**. Such records must be sent to **us** within 60 days after **our** request.

B. Credit Card, Charge Plate, Check Forgery and Counterfeit Money Protection

The same event may be covered under *Fraud Coverage* in this endorsement and *Credit Card, Charge Plate, Check Forgery and Counterfeit Money Protection* elsewhere in this policy. If so, coverage will apply first under *Credit Card, Charge Plate, Check Forgery and Counterfeit Money Protection*. Then coverage will apply with no deductible under *Fraud Coverage*. The limit available for *Fraud Coverage* will be in addition to the limit available for *Credit Card, Charge Plate, Check Forgery and Counterfeit Money Protection*.

C. Services

The following conditions apply as respects any services provided by **us** or **our** designees to **you** or **anyone we protect** under this endorsement.

1. **Our** ability to provide helpful services in the event of an **identity theft** or **fraud event** depends on **your** cooperation, permission and assistance.
2. All services may not be available or applicable to all individuals. For example, **anyone we protect** who is a minor or foreign national may not have a credit record 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 that **our** services will end or solve all problems associated with an **identity theft** or **fraud event**. **We** do not warrant that **our** services will prevent future **identity thefts** or **fraud events**.

D. Valuation

In some cases, *Fraud Reimbursement* claims may involve property other than money. Please note the following:

1. **We** will require proof of the nature and value of any property lost due to a **fraud event**.
2. **Our** payment will be based on the fair market value of the lost property at the time the loss is first discovered by **anyone we protect**.

ALL OTHER PROVISIONS OF THE POLICY APPLY.