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

## **IDENTITY FRAUD EXPENSE COVERAGE**

#### **DEFINITIONS**

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

- **1**. "Expenses" means:
  - **a.** Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions, credit grantors, credit agencies, or similar organizations.
  - **b.** Costs for certified mail to law enforcement agencies, credit agencies, financial institutions, credit grantors or similar organizations.
  - **c.** Lost wages 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 \$500 per week. Total payment for lost wages is not to exceed \$2,000.
  - **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 fraud" to:
    - (1) Defend lawsuits brought against an "insured" by merchants, financial institutions or their collection agencies, or other institutions;
    - (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 or records containing your personal information other than legal fees and court costs incurred in a legal proceeding of any kind filed, brought, or maintained by you, on your behalf, or for your benefit.
  - **f.** Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar organizations to report or discuss an actual "identity fraud".
- 2. "Insured" means you and residents of your household who are:
  - a. Your relatives; or
  - **b.** Other persons under the age of 21 and in the care of any person named above.
- 3. "Identity fraud" 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.

The following Additional Coverage is added under Section I:

### **IDENTITY FRAUD EXPENSE**

We will pay up to \$15,000 for "expenses" incurred by an "insured" as the direct result of any one "identity fraud" first occurring during the policy term covered by us and discovered and reported during a policy term covered by us. For coverage to apply, this policy must have been active with us at the time an "identity fraud" first occurred and when an "identity fraud" is first reported to us. Further, there must be no lapse in coverage of this policy with us between the time the "identity fraud" first occurred and the time you report the "identity fraud" to us.

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 fraud", even if a series of acts continues into a subsequent policy period.

This coverage is additional insurance.

# **EXCLUSIONS**

The following additional exclusions apply to this endorsement:

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 any "insured", or any relatives of any "insured" whether a resident of the household or not, or any person aiding or abetting any "insured" or any relatives of any "insured" whether a resident of the household or not, or by any authorized representative of an "insured", whether acting alone or in collusion with others.
- **3.** Loss other than "expenses".

# **SPECIAL DEDUCTIBLE**

No deductible applies to "identity fraud" "expense" coverage.

# **SECTION I - CONDITION**

#### B. Duties After Loss

The following is added:

Send to us, within 60 days after our request, receipts, bills or other records that support your claim for "expenses" under "identity fraud" coverage.

All other provisions of this policy apply.

