

## IDENTITY FRAUD EXPENSE COVERAGE

For an additional premium, the following Additional Coverage is added to your policy.

### 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** commenced during the policy period. If the **Identity Fraud** is discovered during the policy period, but commenced prior to the policy period, coverage will not apply. If the **Identity Fraud** is commenced during the policy period, but discovered after the policy period and if the policy is out-of-force, then coverage will apply only when the **Identity Fraud** is reported within 6-months after the date the policy was out-of-force.

Any act of or series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one **Identity Fraud**, even if a series of acts continues into a subsequent policy period.

### DEFINITIONS

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

**"Expenses"** means:

1. Costs for notarizing fraud affidavits or similar documents for financial institutions or similar credit grantors or credit agencies that have required that such affidavits be notarized.
2. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
3. Lost wages as a result of time taken off from work to meet with, or talk to, law enforcement agencies, credit agencies and/or legal counsel, or to complete fraud affidavits, up to a maximum payment of \$500 per week for a maximum period of four weeks.
4. 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.
5. Reasonable attorney fees incurred, with our prior consent, for:
  - a. Defense of lawsuits brought against the **insured** by merchants or their collection agencies,
  - b. The removal of any criminal or civil judgments wrongly entered against an **insured**, and
  - c. Challenging the accuracy or completeness of any information in a consumer credit report.
6. 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 Fraud**.

**"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, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

### EXCLUSIONS

The following additional exclusions apply to this coverage.

We do not cover:

1. Loss arising out of **business** pursuits of any **insured**.
2. Expenses incurred due to any fraudulent, dishonest or criminal act by an **insured** or any person acting in concert with an **insured**, or by any authorized representative of an **insured**, whether acting alone or in collusion with others.
3. Loss other than **Expenses**.

### **SPECIAL DEDUCTIBLE**

We will pay only that part of the loss that exceeds \$100. No other deductible applies to **Identity Fraud** coverage.

### **YOUR DUTIES AFTER LOSS**

The following is added under Section II-Conditions 3. *Duties after Loss* paragraph g.:

(g) Receipts, bills or other records that support your claim for **Expenses** under **Identity Fraud** coverage.

Sample

This endorsement is part of your policy. It supersedes and controls anything contrary. It is otherwise subject to all other terms of the policy.