

# **Summary of Identity Fraud Reimbursement Coverage**

## **FINANCIAL REIMBURSEMENT COVERAGE:**

We will reimburse the subscriber for expenses and legal costs incurred by the subscriber, with an aggregate limit of liability of \$1,000,000, as a result of the following:

### **Fraud or Embezzlement**

Loss arising out of fraud or embezzlement perpetrated against the subscriber, during the term of the program.

### **Theft**

Loss resulting directly from theft of property related to the subscriber's information, checkbook, savings record, ATM access, etc. by a person from whom the subscriber purchased goods or services.

### **Forgery**

Loss resulting directly from forgery or alteration of checks, drafts, promissory notes, or similar written promises drawn upon the subscriber's account.

### **Data Breach**

Loss resulting directly from the misuse of subscriber's information as a result of a data compromise of information from a financial institution, a credit reporting agency, a credit grantor or a securities firm wherein monies are stolen from the subscriber's account.

### **Stolen Identity Event**

Loss resulting from a stolen identity event occurring on or arising out of the use of the Internet. The occurrence must be during the term of the program.

### **Unauthorized Electronic Fund Transfer**

Stolen funds loss incurred by the subscriber as the direct result of an unauthorized electronic fund transfer.

### **Covered Expenses (as a result of the identity fraud)**

1. Costs incurred by the subscriber for re-filing applications for loans, grants, or other credit that are rejected solely because the lender received incorrect information.
2. Costs for notarizing affidavits, incurring long distance telephone calls, travel and postage reasonably incurred as a result of the subscriber's efforts to report an identity fraud and/or amend records.
3. Costs for contesting the accuracy or completeness of any information contained in a credit report.
4. Payment for reasonable expenses incurred that were a result of recovery from an identity fraud such as; credit freeze, credit thaw costs, transcript costs, appeal bond, court filing fees and expert witness fees.
5. Lost base wages that would have been earned, for time reasonably and necessarily taken off work solely as a result of efforts to amend or rectify records as to the subscriber's identity. Actual lost wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days but not for sick days or any cost arising from time taken from self-employment.
6. Child or elderly care costs that would have otherwise not been incurred, resulting from time reasonably and necessarily taken away from providing such care as a result of efforts to amend or rectify records as to the subscriber's identity.

### **Covered Legal Costs**

Costs for reasonable fees for an attorney with either prior approval by us or costs up to \$125.00 per hour for an attorney selected by the Subscriber and related court fees, incurred by the Subscriber for:

- a. Defense of any legal action brought against the subscriber by a merchant, creditor or collection agency or entity acting on their behalf for non-payment of goods or services or default on a loan.
- b. Defense of or the removal of any criminal or civil judgments wrongly entered against the subscriber.
- c. Challenging the accuracy or completeness of any information in a consumer credit report.

### **FINANCIAL REIMBURSEMENT DOES NOT COVER:**

- A. loss due to any fraudulent, dishonest or criminal act by the subscriber or any person acting in concert with the subscriber, or immediate family subscriber, whether acting alone or in collusion with others.
- B. loss resulting directly or indirectly from errors or omissions occurring in the input of data to any computer system and/or processing of any data within a computer system.
- C. loss resulting directly or indirectly from the voluntary surrendering by the subscriber of any access device, in whole or in part, to any person or entity.
- D. loss resulting from any unintentional clerical error in the transfer from or debit of any account of the subscriber which is initiated by a financial institution, or any employee(s) thereof.
- E. loss in connection with any pre-authorized transfer from any account to or for the benefit of a financial institution, or to any other account of the subscriber.
- F. loss arising out of business pursuits of the subscriber.
- G. loss of valuable papers, valuable documents, jewelry, silverware and other personal property including the philatelic value of stamps and the numismatic value of coins not in circulation.
- H. property damage, bodily injury or personal injury.
- I. losses incurred from financial performance of any investment of financial product.

### **CLAIM PROCEDURES:**

Upon knowledge or discovery of loss that may give rise to a claim under the terms of the program agreement, the subscriber is responsible for the following:

- A. Give notice as soon as practicable to: (a) the appropriate authority and affected institutions, if applicable; and (b) us or any of our authorized agents. If the loss involves a violation of law, the subscriber shall also notify the police. The subscriber must submit a copy of the police report when filing a claim.
- B. File detailed proof of loss, duly sworn to, with us within 60 days after the discovery of loss.
- C. Upon our request, submit to examination by us, and subscribe the same, under oath if required.
- D. Upon our request, cooperate to help us enforce legal rights against anyone who may be liable to the subscriber to include giving evidence and attending depositions, hearings and/or trials; producing for our examination all pertinent records; and cooperating with us in all matters pertaining to loss or claims; all at such reasonable times and places as we shall designate.
- E. The subscriber shall not voluntarily assume or admit any liability, nor, except at said subscriber's own cost, voluntarily make any payment or incur any expense without our prior written consent, (such consent not to be unreasonably withheld).

- F. The subscriber shall keep books, receipts, bills, and other records in such manner that we can accurately determine the amount of any loss. At any time subsequent to the reporting of the loss to us, we may examine and audit the subscriber's books and records as they relate to a loss under the policy on record with the insurance company.

***NOTE:** The above summation of our Identity Theft Reimbursement Policy is designed to provide general information only. While every effort has been made to ensure that the information provided is accurate, this information is provided without any representation or warranty of any kind about its accuracy. All descriptions of coverage are subject to the terms, conditions and exclusions of the individual policy on file with the insurance company. This policy is available upon request.*