

Identity Restoration Coverage (Endorsement 55)

Identity restoration case management service and expense reimbursement

This endorsement amends the insurance policy to which it is attached.

Property Damage Coverages

Definitions	
<p>"You" and "your" as used in the text that follows refer to the Insured. "We" and "us" refer to the Insurer.</p> <p>For the purpose of the present insurance policy, animals are considered as property.</p> <p>Words and expressions in bold are defined in this section.</p> <p>Identity fraud means the fraudulent use of your identifying information to:</p> <ul style="list-style-type: none"> • commit crimes; • unlawfully establish credit accounts; • secure loans; or • enter into contracts. <p>Identity fraud <u>does not include</u> the fraudulent use of a business name or any other method of identifying a business activity.</p> <p>Identity fraud expenses means the following reasonable and necessary costs incurred as a direct result of an identity fraud:</p> <p>(a) Costs for re-filing applications for loans, grants or other credit instruments.</p> <p>(b) Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of your efforts to report an identity fraud, or amend or rectify records as to your true name or identity.</p> <p>(c) Costs for credit reports from established credit bureaus.</p> <p>(d) Fees and expenses for a lawyer approved by us for the following:</p> <ul style="list-style-type: none"> • The defense of any civil suit brought against you; • The removal of any civil judgment wrongfully entered against you; • Legal assistance for you at an audit or hearing by a governmental agency; • Legal assistance in challenging the accuracy of your consumer credit report; • The defense of any criminal charges brought against you arising from the actions of a third party using your personal identity. 	<p>(e) Your actual lost wages 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 <u>do not include</u> time lost for illness or any loss arising from time taken away from self-employment. Necessary time off <u>does not include</u> time off to do tasks that could reasonably have been done during non-work hours.</p> <p>(f) Actual costs for supervision of your children or your elderly or infirm relatives during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not your relative.</p> <p>(g) Reasonable and necessary costs incurred by you as a direct result of the identity fraud.</p> <p>Such costs include:</p> <ul style="list-style-type: none"> • Your costs to recover control over your personal identity; and • Deductibles or service fees from financial institutions. <p><u>Such costs do not include:</u></p> <ul style="list-style-type: none"> • Costs to avoid, prevent or detect identity fraud or other loss; • Monies lost or stolen; • Balances resulting from the unauthorized use of a credit card, credit account or bank account; or • Costs that are restricted or excluded elsewhere in this endorsement or policy. <p>(h) Actual costs for counselling from a licensed mental health professional. Such care must be provided by a professional care provider who is not your relative.</p> <p>Identity restoration case manager means a person assigned by us to help you counteract the effects of identity fraud. This help may include, with your permission and your co-operation, contacting authorities, credit bureaus, creditors and businesses.</p>

Insured means the person(s) named as insured on the Coverage Summary, and:

(a) While living with the Insured in the same household:

- his or her **spouse**;
- the relatives of either;
- any person under 21 years of age in their care; and
- any person 21 years of age or over under their legal custody.

(b) A **student** who is dependent on the Insured or his or her **spouse**, provided that the dwelling described on the Coverage Summary serves as the named Insured's primary residence.

Spouse means:

(a) A person who is married to, or has entered into a civil union (in Quebec) with, another person and is living with that person.

(b) A person who has lived in a conjugal relationship outside of marriage and has cohabited for at least one year with another person of the opposite or the same sex who is publicly presented as his or her spouse.

(c) A person who has lived in a conjugal relationship outside of marriage and is cohabiting with another person of the opposite or the same sex who is publicly presented as his or her spouse, in the following cases:

- A child has been born or is to be born of their union;
- They have adopted a child together;
- One of them has adopted a child of the other.

Student means a person who is enrolled in and actually attends an educational institution on a full-time basis.

Property Damage Coverages – Endorsement

Coverages

If you have been a victim of **identity fraud** covered by this endorsement, the following coverages are provided:

- **Case Management Service**

Services of an **identity restoration case manager** as needed to respond to the **identity fraud**.

- **Expense Reimbursement**

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

These coverages only apply if:

- You first discover the **identity fraud** while this endorsement is in force; and
- You report the identity fraud to us within 60 days after you first discover the **identity fraud**.

Limits

Case management service is available as needed for any one **identity fraud** for up to 12 months from the initial assignment of an **identity restoration case manager**. Expenses we incur to provide **case management service** do not reduce the limit available for expense reimbursement coverage.

Expense reimbursement coverage is subject to a limit of \$25,000 annual aggregate per insured person. This limit is the most we will pay for the total of all loss or expense arising out of all **identity fraud** to any one insured person which are first discovered by you during the current policy period. This limit applies regardless of the number of claims during that period.

An **identity fraud** may be first discovered by you in one policy period and continue into other policy periods. If so, all loss and expense arising from the **identity fraud** will be subject to the annual aggregate limit which applies to the policy period when the **identity fraud** was first discovered by you.

Identity fraud expenses are limited to costs incurred within 12 months of the first discovery of the **identity fraud** by you.

The following **identity fraud expenses** are subject to the following sublimit within, and not in addition to, the **expense reimbursement** coverage limit:

- Lost wages and child, elder and infirm care expenses described in paragraphs (e) and (f) of the definition of **identity fraud expenses** are subject to a joint sublimit of \$5,000 per insured person.
- Reasonable and necessary costs described in paragraph (g) of the definition of **identity fraud expenses** are subject to a sublimit of \$1,000 per insured person.

- Mental health professional costs described in paragraph (h) of the definition of **identity fraud expenses** are subject to a sublimit of \$1,000 per insured person.

Case management service and **expense reimbursement** are not subject to a deductible.

The coverages provided by this endorsement are in addition to any other coverage which applies in this policy.

Exclusions

We do not cover loss or expense arising from any of the following:

- (a) **Identity fraud** against or incurred by a professional or business entity.
- (b) Any fraudulent, dishonest or criminal act by you. This includes:
 - Any act by a person aiding or abetting you; or
 - Any act by your authorized representative; whether or not the person is acting alone or in collusion with others. However, this exclusion will not apply to your interests when you have no knowledge of or involvement in such fraud, dishonesty or criminal act.
- (c) Loss other than **identity fraud expenses**.
- (d) Liability or account balances which arise out of fraudulent charges.
- (e) An **identity fraud** that is not reported in writing to the police. You may make a claim under this coverage prior to making such a report and we may refer you to **case management service** if all other coverage requirements are met. However, we will not pay any **expense reimbursement** until the **identity fraud** has been reported in writing to the police and we reserve our right to terminate the **case management service** if you do not make such a written report to the police within a reasonable period of time.

Conditions

The following conditions are added and apply to this endorsement:

- **Assistance and Claims**

In some cases, we may provide **case management service** at our expense to you prior to a determination that a covered **identity fraud** has occurred. Our provision of services is not an admission of liability under this endorsement.

We reserve the right to deny further coverage or service if, after investigation, we determine that an **identity fraud** covered by this endorsement has not occurred.

For **expense reimbursement** coverage, you must send to us receipts, bills or other records

that support your claim for **identity fraud expenses**. These must be sent to us within 60 days after our request.

- **Cooperation and Permission**

You agree to cooperate with and assist us and the **identity restoration case manager** with respect to any services provided to you under this endorsement, including providing any consents required in order to provide such services.

- **No Warranty**

There is no warranty that any services will:

1. End or solve all problems associated with an **identity fraud**; or
2. Prevent future **identity frauds**.

All services may not be applicable or available for us or the **identity restoration case manager** to provide.

- **Other Insurance or Benefits**

The insurance provided by this endorsement is excess over any other valid and collectible insurance or non-insurance benefit available to you from any source for the same **identity fraud** covered by this endorsement.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.