# **IDENTITY THEFT EXPENSES INSURANCE – SUMMARY DESCRIPTION OF BENEFITS**

Policy No. SF174657k

Insurer: Lloyd's Syndicate NVA 2007 Master Policyholder: Cyber Scout

This document summarizes the coverage available to insureds under the Policy. It is only a summary. Additional details, conditions, and exclusions are set forth in the Policy, a copy of which is available upon request. "We" and "us" refer to the Insurer.

#### **COVERAGE LIMITS AND DEDUCTIBLE**

Aggregate Limit of Insurance	Sublimits of Insurance
Depending on your CyberScout membership program, the aggregate limit is <u>either</u> :  • \$25,000 per policy period; <u>or</u> • \$100,000 per policy period; <u>or</u> • \$1,000,000 per policy period.	<ul> <li>Lost Wages: \$1500 per week (8 weeks max.)</li> <li>Initial Legal Consultation: \$1000</li> <li>Travel Expense: \$1000</li> <li>Elder Care &amp; Child Care: \$1000</li> <li>Certified Public Accountant Costs: \$1000</li> </ul>

Deductible: \$0

### **GENERAL DESCRIPTION OF WHAT IS INSURED**

We shall pay the insured for <u>loss</u>, excess of any applicable deductible, resulting from <u>stolen identity events</u> first discovered by the insured during the policy period and reported to us within 120 days of such first discovery of the stolen identity event.

We shall reimburse the insured for <u>loss</u>, excess of any applicable deductible, resulting from <u>unauthorized</u> <u>electronic fund transfers</u> which (i) first occurs during the policy period; and (ii) is reported to us within 90 days of the discovery of such electronic fund transfer.

# **SELECTED DEFINITIONS**

"Stolen Identity Event" means the fraudulent use of the insured's personal identification, social security number, or any other method of identifying the insured. This includes, but is not limited to, the fraudulent use of the personal identity of the insured to establish credit accounts, secure loans, enter into contracts or commit crimes. All loss resulting from stolen identity event(s) and arising from the same, continuous, related or repeated acts shall be treated as arising out of a single stolen identity event occurring at the time of the first such stolen identity event. Stolen identity event shall not include the fraudulent use of the insured's business name, trading name or any other method of identifying any business activity of the insured. Stolen identity event shall include "Medical identity theft" as defined in the Policy.

"Unauthorized Electronic Fund Transfer" or "UEFT" means an electronic fund transfer from a insured's account initiated by a person other than the insured without the actual authority to initiate the transfer and from which the insured receives no benefit. An unauthorized electric fund transfer does not include an electronic fund transfer initiated:

- (1) by a person who was furnished the access device to the to the insured's account by the insured, unless the insured has notified the financial institution that transfers by such person are no longer authorized;
- (2) with fraudulent intent by the insured or any person acting in concert with the insured; or
- (3) by the financial institution or its employee.

"Loss" means the reasonable and necessary costs, lost wages, legal defense fees and expenses incurred within twelve months of an insured's discovery of a stolen identity event. The full definitions of "costs," "lost wages," and "legal defense fees and expenses" are set forth in the Policy.

- "Costs" means the specific types of reasonable and necessary costs listed in the Policy that are incurred by the insured as a result of a stolen identity event.
- "Lost Wages" means actual lost wages due to the temporary or permanent loss of employment as a result of a stolen identity event.
- "Legal Defense Fees and Expenses" means the reasonable and necessary fees and expenses incurred by the insured with our consent for an attorney approved by us.

"Stolen Funds Loss" means the principal amount, exclusive of interest, incurred by the insured and caused by an unauthorized electronic fund transfer. Stolen Funds Loss shall not include any amount for which the insured did not seek reimbursement from the financial institution which issued the access device and holds the account from which funds were stolen, and stolen funds loss shall not include any amount for which the insured received reimbursement from any source. Stolen Funds Loss also means fees and charges assessed against an insured by a financial institution as a direct result of an unauthorized electronic funds transfer.

### YOUR RESPONSIBILITIES IF A STOLEN IDENTITY EVENT OR LOSS OCCURS

**If a stolen identity event occurs:** Promptly, but no later than 120 days after first discovering the event, notify ADT by calling the ADT Fraud Incident Resolution team at 800-688-8685. Follow our written instructions to mitigate potential loss.

#### If a loss occurs:

- Promptly notify us, submit to us the written proof of loss, and provide any other reasonable information or documentation that we may request.
- Take reasonable steps to mitigate the loss, including requesting a waiver of any applicable fees.
- File a report with the appropriate law enforcement authority.
- Provide assistance and cooperation we may require.

## If a stolen funds loss occurs:

- Take all reasonable steps to: (a) prevent further stolen funds loss after suffering an UEFT, including promptly
  contacting the financial institution which issued the access device and holds the account; and (b) obtain
  reimbursement from the financial institution. Provide us a complete description of the efforts to obtain
  reimbursement and stated reasons why full or partial reimbursement was not provided.
- Promptly notify us and provide us with detailed information regarding the stolen funds loss.
- Provide any reasonable information or documentation we may request, including, if requested, a sworn statement or affidavit within sixty days of our request.

## ADDITIONAL INFORMATION ABOUT EXCLUSIONS, INSURANCE LIMITS, AND POLICY CONDITIONS

Loss arising from the following are not covered (see full list of exclusions in Policy):

- Physical injury, sickness, disease, disability, shock, mental anguish, and mental injury.
- Voluntary disclosure of a code or other security information which can be used to gain access to the insured's
  account using an access device to someone who subsequently contributes to the UEFT (with exceptions
  explained in the Policy for duress, deception, unintentional release, or fraud).
- An UEFT which a member of the insured's family participated in, directed, or had prior knowledge.

There is no coverage for any stolen identity event or UEFT occurring after the effective date and time of: (a) any expiration, cancellation, or nonrenewal of the Policy; or (b) any cancellation, termination, or expiration of the insured's individual membership in CyberScout's membership program.

The aggregate limit of insurance is the most we shall pay the insured for loss, excess of any applicable deductible, resulting from all stolen identity events and unauthorized electronic fund transfers combined first occurring during the policy period. The sublimits of insurance are part of, and not in addition to, the aggregate limit of insurance. In addition, ALL LEGAL DEFENSE FEES AND EXPENSES ARE PART OF, AND NOT IN ADDITION TO, THE AGGREGATE LIMIT OF INSURANCE FOR EACH INSURED.

We shall be primary coverage over any other insurance coverage. In all events, we shall not pay more than our Limit of Insurance.

Should the insured be enrolled in more than one membership program insured by us or any of our affiliates, subject to the applicable deductibles and limits of insurance of the insured under the applicable membership program, we will reimburse the insured under each membership program, but in no event shall the total amount reimbursed to the insured under all membership programs exceed the actual amount of loss.