

Identity Theft Expense Reimbursement Evidence of Coverage

Virginia Surety Company, Inc.
175 West Jackson Blvd.
Chicago, IL 60604

Definitions:

- **We, Us, Our, or Company** means Virginia Surety Company, Inc.
- **You, Your, or Member** means the individual person who has enrolled in a membership that this coverage is part of. Coverage also applies to the Member's eligible family member(s). Eligible family member includes the spouse or domestic partner of the Member, but only if the spouse or domestic partner of the Member resides at the same residence of the Member, and each unmarried child of the Member, who is less than twenty-one (25) years of age, but only if the unmarried child resides at the same residence of the Member. Any spouse, domestic partner or child of the Member who does not reside at the same residence of the Member is not eligible for coverage.
- **Identity Theft** means the use of Your name, address, Social Security number (SSN), bank, or credit card account number, or other identifying information without Your knowledge to commit fraud or other crimes.
- **Administrator** means TWG Innovation Solutions, Inc. (TWGIS) located at 13922 Denver West Parkway, Golden CO, 80401.
- **Identity Theft Expenses** means the following when incurred as a direct result of Identity Theft:
 - 1) **Legal Expenses:** Reasonable and necessary attorney fees or court costs associated with defending any suit brought against You by merchants, financial institutions or other credit grantors, or their collection agencies or the removal of any criminal or civil judgment wrongly entered against You;
 - 2) **Lost Wages:** Actual U.S. wages or salary You lose as a direct result of time off work taken by You to report or address the effects of Identity Theft;
 - 3) **Miscellaneous:** Loan applications fees, long distance telephone costs, mailing and postage costs, costs of having affidavits or other documents notarized. Costs to purchase up to four (4) credit reports from any of the three major credit bureaus (Experian, Equifax, or TransUnion). The credit reports may be purchased only after the Identity Theft has occurred and for the purpose of correcting inaccuracies that occur as a result of Identity Theft.

Coverage Agreement:

- We will reimburse You for Identity Theft Expenses You incur as a result of an Identity Theft incident that occurs or was first known to You while You are a Member to be eligible for coverage.
- Coverage is secondary to any other applicable insurance or coverage available to You.
- This Evidence of Coverage is not transferable to another person or entity.

Coverage Limitations:

Coverage is subject to:

- Reimbursement is limited to Your actual Identity Theft Expenses, not to exceed a total of \$10,000 USD.
- The Lost Wages benefit is further limited to an amount up to \$500 USD per week, payable for up to four (4) weeks.
- There is a limit of two (2) Identity Theft incidents per twelve (12) month period.

Coverage Period:

This coverage begins on Your membership's effective date, and continues monthly unless non-renewed or cancelled by the Group Policyholder, the Company or You, and will end on the date Your membership is cancelled, non-renewed or expires.

Exclusions:

Identity Theft Expense Reimbursement coverage does not apply to:

- Any Identity Theft Expense not listed in the above Definitions section;
- Any act of theft, deceit, collusion, dishonesty or criminal act by You or any person acting in concert with You, or by any authorized representative of You, whether acting alone or in collusion with You or others;
- Damages or losses arising from the theft or unauthorized or illegal use of Your business name, d/b/a/ or any other method of identifying Your business activity;

- Any lost wages due to sickness or emotional breakdown;
- Damages or losses of any type for which the credit card company, bank, creditor, etc. is legally liable;
- Identity Theft Expenses that were incurred or commenced from a known Identity Theft incident that occurred prior to the effective date of Your membership;
- Damages or losses of any type resulting from fraudulent charges or withdrawal of cash from a debit or credit card or financial/bank/investment account;
- Any incident involving a loss or potential loss not notified to the relevant police authority within seventy-two (72) hours from the date You had knowledge of the loss;
- Fees or costs associated with the use of any investigative agencies or private investigators.

What to do if You are a Victim of Identity Theft:

- Contact Dade County Federal Credit Union to request assignment of a recovery advocate.
- (Recovery Advocate will) Notify the Administrator within ten (10) days of discovery of Your Identity Theft problem.
- Notify the police in Your local jurisdiction within seventy-two (72) hours from the date You had knowledge of the Identity Theft loss. Obtain a copy of the police report.

How to File for Reimbursement Under This Coverage:

- Contact the Administrator at 1-800-840-3582 6am to 6pm MDT, M-F to request an Identity Theft Expense Reimbursement claim form. You must submit the following documentation within thirty (30) days to the Administrator after final resolution of Your Identity Theft incident or Your Identity Theft Expenses may not be covered:
 - Completed and signed claim form;
 - Proof that a fraud alert was placed with each major credit bureau (Experian, Equifax, TransUnion, etc.) immediately after discovery of Identity Theft;
 - Copy of the complaint filed with the Federal Trade Commission (FTC);
 - Copy of settlement reached by each party (creditors, collection agency, banks, etc.) involved with Your Identity Theft incident;
 - Copy of a police report from Your local jurisdiction;
 - Copy of all receipts, bills or other records that support the Identity Theft Expenses incurred by You;
 - Any other documentation that may be reasonably requested to validate an Identity Theft incident.

General Provisions:

Cancellation and Non-Renewal:

The Policyholder or the Company can cancel or choose not to renew this coverage. If this happens, You will be notified at least sixty (60) days in advance of the expiration of this coverage. Such notices need not be given if substantially similar replacement coverage takes effect without interruption. If coverage is canceled or non-renewed by the Policyholder or the Company, the coverage benefits will continue to be in force for the period that premium has already been paid for to the Company. Coverage will still apply to claims that occurred prior to the date of such cancellation or non-renewal, provided all other terms, conditions, and exclusions of coverage are met.

Payment of Coverage:

Benefits payable under this Evidence of Coverage for any loss will be paid upon receipt of acceptable proof of such loss and all required information necessary to support Your claim. All benefits will be paid to You directly or, in the case of Your death, to Your estate.

Subrogation:

If payment is made under this Evidence of Coverage, We are entitled to recover such amounts from other parties or persons. Any person who receives payment under this coverage must transfer to Us his or her right to recover against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from You.

Concealment or Misrepresentation:

Your coverage shall be void if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstances concerning this coverage or the subject thereof, or if You commit fraud or swear falsely in connection with any of the foregoing.

Legal Actions:

No action at law or in equity shall be brought to recover under the Evidence of Coverage prior to expiration of sixty (60) days after proof of loss has been submitted in accordance with the requirements of the Evidence of Coverage.