



Administrative Offices
580 Walnut Street
Columbus, Ohio 45252
Tel: 1-513-369-5000

IF 70 01
(Ed. 09 09)

Policy No.: <XXXXXXXX>

NOTE: This is an Incident occurring and reported Policy.

IDENTITY FRAUD EXPENSE REIMBURSEMENT POLICY DECLARATIONS

Named Insured: < >

Address of Named Insured: < >

Policy Period

Inception Date: < > , 12:01 A.M. Local Standard Time

Expiration Date: < > , 12:01 A.M. Local Standard Time

Premium: < >

<State Premium Surcharge:> < >

Total: < >

Aggregate Policy Limit: < >

Aggregate Policy Sublimits

Lost Wages:	\$5,000.00	per Business per annual policy period
Client Communications:	\$5,000.00	per Business per annual policy period
Deductible:	\$100.00	per Business per annual policy period

Incidents To Be Notified To: Identity Fraud, Inc.

The insurance provided hereunder is subject to the provisions, exclusions, limitations and conditions in this form and the representations and warranties of the Named Insured contained in the Named Insured's application(s) for this policy of insurance, which are hereby made a part of said insurance, together with other provisions, exclusions and conditions as may be endorsed on said policy or added thereto (collectively hereinafter referred to as the "Policy").

IDENTITY FRAUD EXPENSE REIMBURSEMENT POLICY

INSURING AGREEMENTS

I. COVERAGE

1. Great American Insurance Company (the "Company") hereby agrees, subject to the provisions, exclusions, limitations and conditions contained herein, to indemnify the **Insured** for **Expenses** incurred by the **Insured** as the direct result of any identity fraud **Incident** first occurring during the **Policy Period** and reported to the Company no later than seven (7) days after the Insured first learns of the **Incident** and, in no event, later than seven (7) days after expiration of the **Policy Period**.
2. This **Policy** applies to **Incidents** occurring anywhere in the world provided the **Expenses** are incurred in the United States, its territories or possessions, Puerto Rico or Canada. **Expenses** incurred outside the United States, its territories or possessions, Puerto Rico or Canada, are subject to Underwriter(s) and/or their authorized representatives' prior written approval.
3. This insurance is for **Your** benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by **You**.

II. DEFINITIONS

1. **Business.** Means any employment, profession, trade, or occupation.
2. **Expenses** means:
 - a. Professional Fees. Reasonable legal fees and court costs incurred, reasonable fees for an investigator, forensic investigator, accountant or other similarly licensed professionals capable of rendering expert services, with **Our** prior consent, for:
 - i. Defense of lawsuits or criminal allegations brought against **You** by a creditor, collection agency or other institution as a direct result of an **Incident**,
 - ii. The removal of any civil or criminal judgments wrongly entered against **You** as a direct result of an **Incident**,
 - iii. Contesting the inaccuracy or incompleteness of any information or records containing **Your** business information which is the direct result of an **Incident** other than legal fees and court costs incurred in a legal proceeding of any kind filed, brought, or maintained by **You**, on **Your** behalf, or for **Your** benefit,
 - iv. Research, investigations and/or consulting services that assist or enable the resolution of Identity Fraud and/or the evaluation thereof.
 - b. Lost Wages. Actual Lost Wages or Lost Income resulting from time taken off from work to resolve an **Incident** or due to wrongful incarceration resulting from an **Incident** for a maximum payment of \$1,000 per week up to the maximum amount set forth in Item 5 of the Declarations, and this sublimit is part of and not in addition to the Aggregate Limit set forth in Item 4 of the Declarations. Lost Wages or Lost Income must be incurred during the **Policy Period** and be a direct result of an **Incident**.
 - c. Miscellaneous Expenses. Reasonable and necessary costs actually incurred as a direct result of an **Incident** for:
 - i. Communications. Costs for mail, certified mail, and long distance telephone or facsimile communications to law enforcement agencies, financial institutions, government agencies, or similar organizations.
 - ii. Client Communications. Reasonable costs to communicate to customers, vendors, suppliers and/or similar organizations. A maximum payment of \$5,000.00 per annual policy period shall apply and this sublimit is part of and not in addition to the Aggregate Limit set forth in Item 4 of the Declarations.

- iii. Business Records. Costs for re-filing loan applications, filing police reports, notarizing affidavits or similar documents, replacing government issued identification documents with **Our** consent, and obtaining copies of one business credit report from Dun & Bradstreet and/or Experian or Equifax, with our prior consent, every three months for a maximum of three times per **Incident**.
 - iv. Business Records Monitoring. Costs to enroll in a one-year Self-monitoring service provided by Dun & Bradstreet and/or Experian or Equifax, with our prior consent. However, Business Records Monitoring costs shall not be provided for **Incidents** solely relating to an **Insured's** existing credit or debit card account(s).
 - v. Travel. Reasonable and necessary travel costs incurred with **Our** prior consent for airfare and hotel accommodations where **Your** presence in legal proceedings is required by court order and/or at **Our** request.
3. **Incident** means the unauthorized use of **Your Business** name, **Your** Federal Employer Identification Number, **Your** State and Local issued **Business** license, **Your** primary **Business** internet address or URL, **Your Business** bank accounts and/or other business identification or other means of identifying **Your Business** based on our sole discretion, including, but not limited to, your social security number or similarly related personal identification, with the intent to commit, aid, or abet any unlawful activity that constitutes a violation of Federal law or any applicable state or local law. All **Expenses** resulting from an **Incident(s)** and arising from the same, related, continuous, or repeated acts, whether committed by one or more persons, shall be treated as arising from a single **Incident**, which **Incident** shall be deemed to have occurred at the time of the first such act, whether or not that act occurred during the **Policy Period**.
4. **Insured** means
- a. The Named Insured designated in Item 1 of the Declarations.
 - b. If **You** are designated in the Declarations as:
 - i. An individual, **you** and **your** spouse are insureds, but only with respect to the conduct of the business of which **you** are the sole owner.
 - ii. A partnership or joint venture, **you** are an insured. **Your** members, partners and their spouses are also insureds, but only with respect to the conduct of **your** business.
 - iii. A limited liability company, **you** are an insured. **Your** members are also insureds, but only with respect to the conduct of **your** business. **Your** managers are insureds, but only with respect to their duties as **your** managers.
 - iv. An organization other than a partnership, joint venture or limited liability company, **you** are an insured. **Your** "executive officers" and directors are insureds, but only with respect to their duties as **your** officers or directors.
 - (1) **Your** stockholders are also insureds, but only with respect to their liability as stockholders;
 - (2) **Your** subsidiary companies listed in the application;
 - (3) Any subsidiary company acquired or formed by the **Named Insured** during the **Policy Period**, so long as written notice of such acquisition or formation has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within ninety (90) days after the effective date of such acquisition or formation. Coverage for such acquired or formed subsidiary shall not be afforded following ninety (90) days after the effective date of such acquisition or formation, unless the Company has agreed to provide such coverage subject to any additional terms and conditions as the Company may require and the Named Insured has paid the Company any additional premium as may be required by the Company.

The 90-day notice requirement shall not apply provided that: (1) the assets of the acquired or formed subsidiary do not exceed 25% of the total assets of the Named

Insured as reflected in the Named Insured's most recent fiscal year-end financial statement; or (2) the acquisition or formation occurs less than ninety (90) days prior to the end of the policy period.

5. **Policy** means this Policy and any endorsement attached hereto.
6. **Policy Period** means the period specified in Item 4 of the Schedule.
7. **We, Us, and Our** means the Company.
8. **You, Your, and Yours** means any **Insured**.

III. EXCLUSIONS

This **Policy** shall not apply to any loss or costs other than **Expenses**; without limitation, this **Policy** shall not apply to the following:

1. Any **Expenses** arising out of or relating to physical injury, disability, sickness, disease, mental injury, shock, mental anguish, emotional distress, mental or physical incapacitation, required care, loss of services, or death.
2. Any **Expenses** arising from the theft, wrongful use, or unauthorized use of a natural person's personal identifying information, other than as it relates to a **Business** name or other means of **Business** identification or **Business** pursuits.
3. Any **Expenses** arising out of or relating to any fraudulent, dishonest or criminal act actually or allegedly committed by an **Insured** or any person acting in concert with an **Insured** or any authorized representative of an **Insured**, whether acting alone or in collusion with others. However, this exclusion shall only apply to an **Insured** or **Business** owner(s) that are considered principals, partners and/or that otherwise own one-percent or more equity of the **Business**.
4. Any **Expenses** arising out of or relating to nuclear reaction, nuclear radiation or radioactive contamination, or due to any act or condition incident to any of the foregoing.
5. Any **Incident** occurring prior to the Policy Period.
6. Any **Expenses** arising out of or relating to the presence of or the actual, alleged or threatened discharge, release, dispersal or escape of pollutants or in any way involving or responding to the effects or threats of pollutants.
7. Any **Expenses** arising out of or relating to any actual, threatened, or perceived acts of terrorism as defined by the Terrorism Risk Insurance Act (TRIA).
8. Any **Expenses** arising out of or relating to war, whether declared or not declared, civil war, insurrection, rebellion, revolution, or to any act or condition incident to any of the foregoing.

IV. DUTIES OF THE INSURED

1. Upon learning of an **Incident** that could give rise to **Expenses** under this **Policy**, the **Insured** shall notify **Us** as soon as practicable and provide detailed information regarding the **Incident** as requested by **Us**. Such notice must be given during the **Policy Period** and in no event later than seven (7) days after the **Insured** first learns of the **Incident**.
2. In the event the **Insured** reasonably believes that a law may have been broken, the **Insured** shall promptly file a report with the police.
3. The **Insured** shall keep records, receipts, books, evidence and other documents in such a manner that will allow **Us** to accurately determine the amount of any **Expenses** or loss covered hereunder. Maintenance and production of such records is a condition precedent to recovery of **Expenses**.
4. The **Insured** shall sign a sworn proof of loss statement, or affidavit, containing information **We** may request, including copies of receipts or other evidence relating to **Expenses**.

5. The **Insured** shall permit **Us** to question any **Insured** under oath about any matter relating to this insurance at such times as may be reasonably requested and shall allow for the investigation and/or inspection of the **Insured's** records.
6. The **Insured** shall cooperate with **Us** in the investigation of any loss and shall help **Us** enforce any legal rights the **Insured** or **We** may have against anyone who may be liable to the **Insured** or **Us**.
7. The **Insured** shall, at **Our** request, attend legal proceedings, including depositions, hearings, or trials and shall obtain the attendance of witnesses with respect to any matter relating to the **Insured's Incident** and this insurance.
8. The **Insured** shall take reasonable steps to reduce **Expenses** arising from or relating to an **Incident** and shall not prejudice any of **Our** rights to recovery hereunder.

V. LIMIT OF INSURANCE

1. **Our** maximum limit of insurance for **Expenses** arising from an **Incident** covered under this **Policy** shall not exceed the applicable Aggregate Policy Limit and Sublimit as shown in Items 4 and 5 of the Declarations and as subject to the provisions of this **Policy**.
2. Any **Expenses** resulting from an **Incident(s)** and arising from the same, related, continuous, or repeated acts, whether committed by one or more persons, shall be treated as a single **Incident**, which **Incident** shall be deemed commenced at the time of the first such **Incident**. Such **Incident** shall be treated as one loss subject to **Our** maximum limit of insurance and shall not exceed the applicable Aggregate Policy Limit and Sublimit as shown in Items 4 and 5 of the Declarations.
3. In no event shall **We** pay any **Insured** more than **Our** applicable Aggregate Policy Limit and Sublimit as shown in Items 4 and 5 of the Declarations in any one **Policy Period**. Any payment made by **Us** for **Expenses** arising from an **Incident** and covered by this **Policy** shall reduce the applicable Aggregate Policy Limit and Sublimit that may apply to other, unrelated **Incidents** occurring during the **Policy Period**.

VI. DEDUCTIBLE

A deductible applies to this insurance for each **Policy Period**, regardless of the number of **Incidents**. **We** shall only be liable for the amount by which covered **Expenses** exceed the applicable Deductible amount as shown in Item 6 of the Declarations.

VII. GENERAL CONDITIONS

1. Assignment. This **Policy** and any interests or rights provided by this insurance are not assignable without **Our** prior written consent.
2. Cancellation.
 - a. This **Policy** may be cancelled by mailing or delivering to **Us** advance written notice of cancellation. The **Insured** shall return the **Policy** or a properly executed lost policy release form by mail or delivery to **Us** within seven (7) days of the effective date of cancellation, although such is not a condition precedent to the effectiveness of such cancellation.
 - b. This **Policy** may not be cancelled by **Us** except for non-payment of premium. However, this **Policy** may be non-renewed. In the event of non-renewal, **We** shall provide written notice of such non-renewal to the **Insured** at least sixty (60) days prior to the **Policy** expiration date.
 - c. **We** shall provide any notice of non-renewal to the last known address **We** have for the **Insured**. If mailed, proof of mailing shall be deemed sufficient proof of notice.
3. Changes. Any changes to the terms and provisions of this **Policy** shall be made only by a written endorsement to this **Policy** as issued by **Us** and attaching hereto.
4. Concealment. This **Policy** is void as to any **Insured**, at any time, if such **Insured** intentionally conceals or misrepresents a material fact concerning this **Policy**, an **Incident**, or any **Expenses** to which this insurance may apply.
5. Governing Law. This **Policy** shall be governed by the internal laws of the State of Ohio.

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6. Legal Action Against Us. No legal action shall be filed against **Us** unless there has been full compliance with all of the terms of this **Policy** and such action is commenced within two (2) years from the date an **Insured** first learns of an **Incident**.
7. Other Insurance. If other valid and collectible insurance is available to the **Insured** for any **Expenses** covered hereunder, this insurance shall be excess over any such other insurance, whether primary, excess, contingent or on any other basis.
8. Recovery. Any recoveries after the payment of **Expenses**, less the costs of recovery, shall be distributed as follows:
 - a. First, to the **Insured**, until the **Insured** is fully reimbursed for his or her loss in excess of the Limit of Insurance;
 - b. Next, to **Us**, until **We** are reimbursed for any amount paid;
 - c. Then, to the **Insured**, for any applicable deductible amount paid.Recoveries do not include **Our** recovery from insurance, reinsurance, or other indemnity provided for **Our** benefit.
9. Subrogation. In the event of any payment under this **Policy**, **We** shall be subrogated to all rights of recovery the **Insured** may have against another and the **Insured** shall do everything necessary to secure **Our** rights and shall do nothing to impair such rights.