

## Commerce Identity Fraud Expense Coverage

For an additional premium, we will provide the following:

### IDENTITY FRAUD EXPENSE COVERAGE

We will pay up to \$25,000 for “expenses” incurred by an “insured”. The covered loss must result from “identity fraud” occurring during the policy period.

Any single act or series of acts, whether committed by one person, entity, or group working in concert, that directly affect, concern or implicate any one person’s identity will be considered one loss. The series of acts may continue into a subsequent policy period.

“Expenses” as used in this endorsement means:

1. Costs for notarizing fraud affidavits or similar documents required by:
  - a. financial or lending institutions,
  - b. credit agencies, or
  - c. similar grantors of credit.
2. Costs for certified mail to financial or lending institutions or similar grantors of credit, credit agencies, or law enforcement agencies.
3. Lost wages as a result of unpaid time taken off from work to:
  - a. meet with or talk to law enforcement agencies, credit agencies and/or legal counsel, or
  - b. complete necessary fraud affidavits.

Coverage for lost wages may not exceed a maximum of \$200 per day or a total of \$5,000.

4. Loan application fees incurred when re-applying for a loan or loans when the original application is declined based solely on incorrect credit information.
5. Reasonable attorney fees incurred, with “our” prior consent, for:
  - a. Defense of lawsuits brought against the “insured” by merchants or their collection agencies,
  - b. the removal of any criminal or civil judgments wrongly entered against an “insured”, and
  - c. challenging the accuracy of completeness of any information in a consumer credit report.
6. Long distance telephone charges for calls to:
  - a. merchants,
  - b. law enforcement agencies,
  - c. credit agencies, or
  - d. financial or lending institutions or similar grantors of credit,

to report or discuss an act of “identity fraud”.

“Identity fraud” means the act of knowingly transferring or using, without lawful authority, a means of identification of an “insured” with the intent to commit, or to aid or abet, any unlawful activity that constitutes violation of federal law or felony under applicable state or local law.

## **EXCLUSIONS**

The following additional exclusions apply to coverage provided by this endorsement.

We do not cover:

1. loss arising out of "business" pursuits of any insured.
2. "expenses" incurred as a result of any intentional, fraudulent, dishonest or criminal act by, on behalf of, or at the direction of an "insured".
3. loss other than "expenses".

## **YOUR DUTIES AFTER LOSS**

The following is added to the Conditions section of your policy, under "Your Duties After Loss".

In case of a covered loss, you must notify an applicable law enforcement agency. You must also provide to "us" evidence supporting a claim. This includes any receipts, bills or other records of the "expenses" incurred under "identity fraud" coverage.

## **DEDUCTIBLE**

No deductible applies to this coverage.

All other provisions of this policy apply.