

KANE COUNTY MUTUAL INSURANCE COMPANY

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

IDENTITY THEFT EXPENSE COVERAGE

The Identity Theft Expense Coverage Limit is \$5000.00

Agreement:

In return for your payment of the required premium we provide the following coverage as described in this endorsement. This coverage is subject to the terms of this endorsement and the policy to which it is attached, except where amended by this endorsement.

Definitions:

1. Identity theft is defined as the use of personal identifying information of an insured without the insured's permission, in a manner that violates federal, state, or local law, including, but not limited to:
 - a. Purchasing goods or services
 - b. Obtaining credit
 - c. Borrowing money
 - d. Committing a crime.

2. Expenses means: the necessary and reasonable:
 - a. Costs for obtaining, reproducing, or notarizing affidavits or other pertinent documents required by law enforcement agencies, financial institutions, credit grantors, or credit agencies. Also, the costs to send these required documents, and any costs for telephone calls to law enforcement agencies, financial institutions, credit agencies or credit grantors, merchants or legal counsel. Fees charged by any of the aforementioned for the purpose of resolving identity theft.
 - b. The actual loss of earnings by a policyholder not to exceed a maximum of \$250.00 for all lost earnings for time spent away from work to meet or speak with law enforcement agencies, credit agencies, merchants, or legal counsel or time spent obtaining, reproducing, completing or notarizing any documents required by any of these agencies for the purpose of resolving an occurrence of identity theft.
 - c. Reasonable and necessary loan application fees for reapplying for a loan or loans when the original application was rejected solely

because the credit information provided was inaccurate due to identity theft.

- d. The necessary and reasonable attorney fees, incurred with our prior consent to: defend lawsuits brought against an insured by financial institutions, credit grantors, or merchants or to remove any criminal or civil judgments wrongly entered against an insured, or to challenge information provided by a consumer credit report that the insured believes is inaccurate.

Property Coverages

The following incidental coverage is added:

Identity theft expense coverage:

We pay for the expenses incurred by an insured as the direct result of identity theft occurring at any time prior to the end of the policy period or, in the event of cancellation or termination of the policy or Identity Theft Coverage, occurring at any time prior to the date of the cancellation or termination. Discovery by the insured must be during the policy period or prior to the termination of the policy or this endorsement.

This coverage applies without regard to whether the person or persons committing the identity theft are identified.

With respect to Identity Theft Coverage, discovery takes place when an insured:

- First becomes aware of information that would cause a reasonable person to presume that identity theft has occurred, although the details may not be known at that time.
- Receives notice of an actual or possible claim against him/her that asserts facts that, if substantiated, would constitute a covered loss under this endorsement.

However, we do not pay for expenses incurred as a result of identity theft that are incurred by a business of any insured. We do not pay for identity fraud that is committed alone or in collusion with another by any insured or any person authorized by an insured to act on his or her behalf. We do not pay for identity theft that was discovered by insured prior to the inception of this coverage.

The most we pay for expenses from any one occurrence of identity theft is the limit shown on this endorsement. With respect to identity theft coverage, a series of acts committed by any one person or in which any one person is involved or implicated is considered one occurrence of identity theft.

Your duties in case of a loss

The following is added under your duties after a loss in respect to identity theft coverage: At our request the insured must show any receipts, bills or other records that prove expenses incurred, and permit copies to be made of them as often as we reasonably request.

Payment after a loss and Deductible

For the purpose of this endorsement for Identity Theft Coverage, the policy deductible is deleted and replaced by the following:

- We will pay for that part of the loss over the deductible. A \$100.00 deductible applies to Identity Theft Expense Coverage per occurrence.

Insurance Under More Than One Policy

This insurance is excess over any other valid insurance that covers expenses resulting from identity theft. This insurance is also excess over any other form of redress or recompense available to an insured, by contract, for his or her obligation to pay any sums to any person or other entity resulting from an occurrence of identity theft.