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## IDENTITY FRAUD EXPENSE COVERAGE ENDORSEMENT

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**We** will pay up to \$20,000 for **expenses** incurred by a **covered person** as the direct result of any one **identity fraud** commenced during the policy period.

In addition, **we** may, at **our** option, offer to refer **you** to a firm that:

1. **You** can authorize to work on **your** behalf to assist **you** in reporting and addressing the effects of **identity fraud** to which this coverage applies; or
2. Can consult with **you** on measures **you** might take if a circumstance causes **you** to reasonably suspect that **you** may become, or have already become, a victim of **identity fraud** to which this coverage applies.

If **we** do provide **you** with such a referral in writing, **we** will pay, subject to the terms of the referral **we** provide, that firm's charges for the work they perform consistent with the terms of **our** referral, and those charges will not be subject to the limit shown for **Identity Fraud Expenses** above.

Any act or series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one **identity fraud**, even if a series of acts continues into a subsequent policy period.

### Definitions

With respect to the provision of this coverage only, the following definitions are added:

**Covered Person(s)** means:

- a. **You**;
- b. A **household member**; or

- c. Any person under the age of 21 who is in the care of a. or b. above.

**Expenses** means:

1. Costs for notarizing fraud affidavits or similar documents for financial institutions or similar credit grantors or credit agencies that have required that such affidavits be notarized.
2. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
3. Lost wages as a result of time taken off from work to meet with, or talk to, law enforcement agencies, credit agencies and/or legal counsel, or to complete fraud affidavits, up to a maximum payment of \$500 per week for a maximum period of four weeks.
4. Loan application fees for re-applying for a loan when the original application is rejected solely because the lender received incorrect credit information.
5. Reasonable attorney fees incurred, with prior consent, for:
  - a. Defense of lawsuits brought against the **covered person** by merchants or their collection agencies,
  - b. The removal of any criminal or civil judgments wrongly entered against a **covered person**, and
  - c. Challenging the accuracy or completeness of any information in a consumer credit report.

6. Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual **identity fraud**.
7. Reasonable expenses **you** incur for retaining the services of a firm that **you** authorize to work on **your** behalf to assist **you** in reporting and addressing the effects of **identity fraud**.

The most **we** will pay for these services in any one policy period is \$2,000. This limitation does not increase the amount of insurance under this coverage, and applies regardless of the number of:

- a. Instances of **identity fraud** or when they occurred; or
- b. Persons making claim under this coverage.

**Identity Fraud** means the act of knowingly transferring or using, without lawful authority, a means of identification of a **covered person** with the

intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

**We** do not cover:

1. Loss arising out of business pursuits of any **covered person**.
2. **Expenses** incurred due to any fraudulent, dishonest or criminal act by a **covered person** or any person acting in concert with a **covered person**, or by any authorized representative of a **covered person**, whether acting alone or in collusion with others.

#### **Your Duties After Loss**

Upon **our** request, **you** must provide receipts, bills or other records that support **your** claim for **expenses** under **identity fraud** coverage.

No deductible applies to this coverage.

All other policy terms and conditions apply.

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## EXTENDED NON-OWNED AUTOMOBILE ENDORSEMENT

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With respect to the individual(s) indicated on the Coverage Selections Page, the provisions of the policy apply unless modified by this endorsement.

1. Any coverage, if shown on the Coverage Selections Page, provided under Personal Umbrella Coverage, Bodily Injury To Others, Damage to Someone Else's Property, Optional Bodily Injury to Others and Medical Payments (Parts 1, 4, 5 and 6) also applies to any vehicle which is furnished or available for the regular use of the named individual on the Coverage Selections Page. The coverage provided by this endorsement shall be excess over any other collectible insurance or other source of recovery.
2. We will not pay under this endorsement if:
  - a. The auto is:
    1. owned by you or any household member, or
    2. a temporary substitute for an auto owned by you or a household member.
  - b. The auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing, or parking autos.
  - c. The auto is being used in the business or occupation of the named individual unless the auto is being operated or occupied by named individual, private chauffeur or domestic employee.
3. Under Damage to Someone Else's Property (Part 4) and Optional Bodily Injury to Others (Part 5), the following are not covered:
  - a. The Commonwealth of Massachusetts and any of its agencies and authorities.
  - b. The United States of America and any of its agencies.
  - c. Any person while using an auto in the course of his employment by the United States government if the Federal Tort Claim Act requires the Attorney General of the United States to defend that person in any civil action or proceeding for bodily injury or property damage, whether or not the accident has been reported to the United States or the Attorney General
4. Under Personal Umbrella Coverage, Losses We Do Not Cover, item 12.d. does not apply to this endorsement.

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2. We will not pay under this endorsement if:
  - a. The auto is:
    1. owned by you or any household member, or
    2. a temporary substitute for an auto owned by you or a household member.
  - b. The auto is being used by anyone in the course of his or her employment in the business of selling, servicing, repairing, or parking autos.
  - c. The auto is being used in the business or occupation of the named individual unless the auto is being operated or occupied by named individual, private chauffeur or domestic employee.
3. Under Damage to Someone Else's Property (Part 4) and Optional Bodily Injury to Others (Part 5), the following are not covered:
  - a. The Commonwealth of Massachusetts and any of its agencies and authorities.
  - b. The United States of America and any of its agencies.
  - c. Any person while using an auto in the course of his employment by the United States government if the Federal Tort Claim Act requires the Attorney General of the United States to defend that person in any civil action or proceeding for bodily injury or property damage, whether or not the accident has been reported to the United States or the Attorney General
4. Under Personal Umbrella Coverage, Losses We Do Not Cover, item 12.d. does not apply to this endorsement.

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