# Safety Insurance Company Safety Indemnity Insurance Company Safety Property and Casualty Insurance Company

# SAFETY IDENTITY FRAUD EXPENSE COVERAGE

## SIF 009 06 13

For an additional premium, we will provide the following:

#### IDENTITY FRAUD EXPENSE

We will pay up to a maximum of \$15,000 for all "expenses" incurred by an "insured" as the direct result of any one act of "identity fraud" occurring during the policy period.

Any act or series of acts committed by any one individual or in which any one individual is concerned or implicated is considered to be one act of "identity fraud," regardless of whether a series of acts continues into a subsequent policy period.

"Identity fraud" means the act of knowingly transferring or using, without legal authority, a means of identification of an "insured" 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.

"Expenses" as used in this endorsement means:

- A. Costs of notarizing affidavits or similar documents when required by financial institutions or similar credit agencies or grantors of credit.
- **B.** Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or other similar grantors of credit.
- **C.** Any wages lost as a result of unpaid time taken off from work to meet with or talk to law enforcement agencies, credit agencies and/or legal counsel, or to complete necessary affidavits, not to exceed a maximum of \$250 per day or a total of \$5,000.
- **D.** Loan application fees for reapplying for a loan or loans when the original application is rejected solely because of erroneous credit information received by the creditor as a result of an act of identity fraud.
- E. Reasonable attorney fees incurred, with our prior consent, for:
  - 1. Defense of lawsuits brought against the "insured" by merchants or their collection agencies.
  - 2. The removal of any criminal or civil judgments wrongly entered against an "insured;" and
  - 3. Challenging the accuracy or completeness of any information in a consumer credit report.
- **F.** Charges incurred for long-distance telephone calls to merchants, law enforcement agencies, credit agencies, financial institutions or similar grantors of credit to report or discuss an act of identity fraud.

#### **EXCLUSIONS**

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

We do not cover:

- A. Loss arising out of business pursuits of any "insured."
- B. "Expenses" incurred due to any fraudulent, dishonest or criminal act by an "insured" or any person

acting in concert with an "insured," or by any authorized representative of an "insured," whether acting alone or in collusion with others.

#### C. 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 receipts, bills or other records to support your claim for "expenses" under "identity fraud" coverage.

#### APPLICABLE DEDUCTIBLE

A \$100 deductible applies to each "identity fraud" occurrence.