

Identity Theft Endorsement

Insuring Agreement

If the Declaration Page shows that the Identity Theft Endorsement applies we agree that coverage is extended to include reimbursement of cost you actually incur resulting from Identity Fraud as defined and limited herein.

Definitions

“You” and “your” in this wording have the same meaning as in the Definitions applicable to Section 1 of policy to which this endorsement attaches.

Identity Fraud means the act or acts of knowingly transferring or using, without lawful consent or authority, your means of identity which constitutes a violation of any federal, provincial, territorial or municipal law.

Identity Fraud Occurrence means any act or series acts of **Identity Fraud** by a person or group which results in an insured loss during the policy period.

All other definitions applicable to the policy to which this endorsement form is attached are applicable.

Coverage

We insure, to the amount as stated on the Declaration Page in total during the term of this policy, the following reasonable costs and expenses incurred by an insured person, as a result of an **Identity Fraud Occurrence**:

1. Reasonable costs associated with registered mail to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors.
2. Fees for the re-application of loans which had been declined as a result of incorrect or erroneous information;
3. The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for financial institutions, credit agencies, credit grantors or similar lenders.
4. The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for law enforcement agencies.
5. Long distance telephone expenses to discuss an actual **Identity Fraud Occurrence** to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors
6. Earnings lost resulting from necessary time away from your employment for the purposes of completing affidavits and meeting with credit agencies, similar credit grantors, law enforcement departments, financial institutions, merchants and legal counsel, up to the amount as stated on the Declaration Page per day to a maximum amount as stated on the Declaration Page, for each **Identity Fraud Occurrence**.
7. Reasonable costs, fees or expenses associated with the replacing of Canadian or Provincial Government issued documents as a result of an **Identity Fraud Occurrence**.
8. Reasonable legal fees incurred directly as a result of an **Identity Fraud Occurrence**, with prior notice to us for:
 - a) The removal of any criminal or civil judgements wrongly entered against you.
 - b) To challenge the information in your consumer credit report.
 - c) The defence of lawsuits brought against you by businesses or their collection agencies.

9. We will reimburse you for the reasonable cost of obtaining up to two credit reports after an **Identity Fraud Occurrence** has been reported to us, for a period of up to 12 months from the date of the reporting of the occurrence, but not limited by the expiry date of the policy.

Loss or Damage Not Insured

We do not insure:

1. your fraudulent, dishonest, or criminal acts;
2. your own use of your identity;
3. your commercial or business pursuits;
4. your intentional misuse of your identity;
5. fraudulent, dishonest, criminal or intentional misuse of your identity by any resident of your household;

Nor do we insure the following:

6. Any losses covered under the **Credit or Debit Cards, Automated Teller Cards, Library or Video Cards, Forgery and Counterfeit Money** coverage already available in the underlying policy;
7. Any losses covered by credit card insurance, bank insurance or other coverage available to you. This endorsement will be secondary with other insurance being primary. This endorsement will only apply once the other insurance available to you has been exhausted.

Deductible

No deductible applies to this coverage.

Requirements after Loss

In addition to the requirements outlined on the policy to which this endorsement attaches, you are required to contact your local law enforcement agency of the **Identity Fraud Occurrence**.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions, statutory and additional conditions to which this form is attached apply.