

### **Identity Fraud Expense Reimbursement**

#### **COVERAGE SUMMARY**

#### INSURER:

Travelers Excess and Surplus Lines Company

POLICY TERM: July 1, 2015 to July 1, 2016

**POLICY NO:** 105960479



#### **QUESTIONS**:

Mimi Long (415) 403-1423 mlong@alliant.com

*Van Rin* (415) 403-1408 <u>vrin@alliant.com</u>

Hsan Htein (415) 403-1452 hhtein@alliant.com

#### **COVERAGE:**

- 1. Lost wages as a result of time taken off from work to deal with the fraud, including wrongful incarceration up to \$500 per week for four weeks
- 2. Notary and certified mail charges for completing and delivering fraud affidavits
- 3. Fees to re-apply for loans that were denied as a result of erroneous credit information due to the identity theft
- 4. Long distance telephone charges for calling merchants, law enforcement agencies or credit grantors to discuss an actual identity theft
- 5. Attorney fees incurred, with Travelers Bond's prior consent, for:
  - a. Defending suits brought incorrectly by merchants or their collection agencies
  - b. Removing criminal or civil judgments wrongly entered against the victim
  - c. Challenging information in a credit report

# THIS BENEFIT APPLIES TO ANY INSURED PERSON - INSURED PERSON MEANS:

- . Any full-time or part-time employee of the Auxiliary Organization
- The spouse, domestic partner, child under 25 years of age or parent of the employee (residing in the same household)

#### LIMITS:

\$10,000 Any one loss

#### **DEDUCTIBLE:**

None

#### **EXCLUSIONS:**

- 1. Fraud, dishonest or criminal act of any person acting in concert with the Insured Person;
- 2. Loss other than expenses;
- Loss that occurred prior to or after being an employee of the covered CSURMA AORMA Member

#### **HOW TO REPORT A CLAIM:**

Travelers Bond & Financial Products
Claim Department
(800) 842-8496
bondclaimidfraud@travelers.com

While we believe this Summary of Insurance fairly represents the terms, conditions and exclusions found in your insurance policies, in the event of any differences between the policies themselves and this summary, the policy provision will direct any resolution. This summary is not intended to replace or

supersede any of your insurance contracts.



# IDENTITY FRAUD EXPENSE REIMBURSEMENT MASTER POLICY DECLARATIONS

### **Travelers Excess and Surplus Lines Company** Hartford, Connecticut **POLICY NUMBER:** 105960479 **POLICY PERIOD:** Expiration Date: July 01, 2016 Inception Date: July 01, 2015 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1. MASTER POLICY HOLDER: **Members of CSURMA AORMA** 401 Golden Shore, 5th Floor Long Beach, CA 90802 **FILING A CLAIM Travelers Bond & Financial Products** Attn: Claim Department Phone: 1-800-842-8496 Email: Bondclaimidfraud@travelers.com PREMIUM: INSURANCE AFFORDED is only with respect to the following coverage(s), subject to all terms of this Policy having reference thereto. (1) Identity Fraud Expense Reimbursement Coverage: \$10,000.00 Limit of Insurance: Deductible: \$0.00 **ENDORSEMENTS:**

Countersigned by (if required)

ID-1006 04-01 ID-1013 05-10 ILT-1069 07-08

Authorized Company Representative

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.

Executive Vice President

Corporate Secretary

Wendy



#### CONSIDERATION CLAUSE,

In consideration of the payment of the premium for this Policy and subject to the Insuring Agreements, Conditions, and other terms of this Policy, the Company agrees with the **Master Policy Holder**:

#### INSURING AGREEMENT

#### (1) IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE

To reimburse an **Insured Person** for **Expenses** incurred by the **Insured Person** as the direct result of any one **Identity Fraud Discovered** during the policy period.

Only an Insured Person will be entitled to coverage under this Insuring Agreement (1) Identity Fraud Expense Reimbursement Coverage.

#### **CONDITIONS**

#### 1. Definitions

(a) Discovers, Discovered, or Discovery means the moment when the Insured Person first becomes aware of facts which would cause a reasonable person to assume that a loss of a type covered by this Identity Fraud Expense Reimbursement Master Policy has been or will be incurred, even though the exact details of loss may not then be known.

#### (b) Expenses means

- (i) costs for notarizing fraud affidavits or similar documents for credit agencies, financial institutions, healthcare providers, merchants or other credit grantors that have required that such affidavits be notarized.
- (ii) costs for certified mail to law enforcement agencies, credit agencies, financial institutions, healthcare providers, merchants or other credit grantors.
- (iii) lost wages or salaried earnings, up to a maximum payment of \$1,000 per week for a maximum period of five weeks, during absence from employment:
  - a. to communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, healthcare providers, merchants or other credit grantors;
  - b. to complete fraud affidavits or similar documents; or
  - c. due to wrongful incarceration arising solely from someone having committed a crime in the Insured Person's name; provided, that lost wages will not apply in the case of wrongful incarceration absent all charges being dismissed or an acquittal.
- (iv) loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- (v) costs for long distance telephone calls, cellular telephone calls and facsimiles, to law enforcement agencies, credit agencies, financial institutions, healthcare providers, merchants or other credit grantors to report or discuss any actual **Identity Fraud**.
- (vi) reasonable attorney fees incurred, with the Company's prior written consent, for:

- a. defense of lawsuits brought against the **Insured Person** by financial institutions, healthcare providers, merchants, other credit grantors or their collection agencies;
- b. the removal of any criminal or civil judgments wrongly entered against the **Insured Person**;
- c. challenging the accuracy or completeness of any information in a consumer credit report;
- d. pursuing the release of medical records solely for the purpose of investigating medicalrelated **Identity Fraud**, upon the exhaustion of the healthcare provider's medical record and personal information request and appeal process;
- e. contesting wrongfully incurred tax liability; or
- f. contesting the wrongful transfer of ownership of an **Insured Person's** tangible property;
- (vii) costs for daycare and eldercare incurred solely as a direct result of any one Identity Fraud **Discovered** during the policy period.
- (viii) reasonable costs for travel and accommodations incurred by the **Insured Person**, up to a maximum payment of \$1,000 per week for a maximum period of five weeks, to:
  - a. participate in the defense of lawsuits brought against the **Insured Person** by financial institutions, healthcare providers, merchants, other credit grantors or their collection agencies;
  - b. challenge the accuracy or completeness of any information in a consumer credit report;
  - c. participate in the criminal prosecution of the perpetrators of the **Identity Fraud**; or
  - d. file in person loss affidavits and civil or criminal complaints with local law enforcement in the jurisdiction in which the **Identity Fraud** occurred, as required by local law;
- (ix) fees for the re-application and re-issuance of government issued personal identification documentation, including passports, commercial and non-commercial drivers licenses, state and federal personal identification cards, and social security cards, compromised as a result of **Identity Fraud**; and
- (x) fees charged for copies of medical records, including x-rays, obtained solely for the purpose of investigating medical-related **Identity Fraud**.
- (c) Identity Fraud means the act of knowingly transferring or using, without lawful authority, a means of identification of an Insured 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.
- (d) Insured Person means any natural person who is currently subscribed to a Membership Program that has been specifically expanded by the Master Policy Holder to include the protection afforded by this Policy.
- (e) Master Policy Holder means the entity named in the Declarations as the Master Policy Holder.
- (f) **Membership Program** means a membership program or affinity group sponsored by the **Master Policy Holder** and that is specifically named within an endorsement attached to this Policy.
- (g) Policy Period means the period stated in the Declarations.

#### 2. Exclusions

This Policy does not apply:

- (a) to loss due to any fraudulent, dishonest or criminal act by an **Insured Person** or any person acting in concert with an **Insured Person**, or by any authorized representative of an **Insured Person**, whether acting alone or in collusion with others;
- (b) to loss other than Expenses;

- (c) to an **Identity Fraud** that was **Discovered**, or **Expenses** incurred, when an individual was not an **Insured Person**.
- (d) to loss due to nuclear reaction, nuclear radiation or radioactive contamination, or due to any act or condition incident to any of the foregoing; or
- (e) to loss due to war, whether or not declared, civil war, insurrection, rebellion, revolution, or to any act or condition incident to any of the foregoing.
- 3. Policy Period Discovery This Policy applies only to Identity Fraud, occurring anywhere in the world, which is Discovered during the Policy Period and is reported to the Company during the Policy Period or within 30 days following the termination of either
  - (a) this Policy; or
  - (b) membership of the Insured Person in a Membership Program.
- 4. Limits of Insurance Under Insuring Agreement (1), the limit of the Company's liability per Insured Person for loss covered under this Policy shall not exceed the applicable Limit of Insurance shown in the Declarations. Under this Policy, all losses incidental to an act or series of related acts or arising from the same method of operation, whether committed by one or more persons, shall be deemed to arise out of one occurrence and shall be treated as one loss. However, solely with respect to Insuring Agreement (1), should one such act cause a covered loss to more than one Insured Person, the available Limit of Insurance under this Policy and the deductible amount shall apply to each Insured Person separately.

Regardless of the number of **Membership Programs** that an **Insured Person** is a member of, the Company's liability to such **Insured Person** for loss covered under this Policy shall not exceed the applicable Limit of Insurance shown in the Declarations.

- 5. Deductible The Company shall be liable only for the amount by which any loss exceeds the applicable Deductible Amount as shown in the Declarations. This Deductible Amount applies to each and every loss and shall have no aggregate limitation.
- **Recoveries** Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this Policy will be distributed as follows:
  - first, to the **Insured Person**, until the **Insured Person** is reimbursed for any loss that was sustained by the **Insured Person** that exceeds the Limit of Insurance and the Deductible Amount, if any;
  - (b) then to the Company, until the Company is reimbursed for the settlement made; and
  - (c) then to the **Insured Person** until the **Insured Person** is reimbursed for that part of the loss equal to the Deductible Amount, if any.

Recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit.

- 7. Ownership Interests Covered This Policy shall be for the sole use and benefit of the Insured Persons and the Master Policy Holder. It provides no rights or benefits to any other person, entity, or organization.
- 8. Insured Person's Duties When Loss Occurs Upon knowledge or Discovery of loss or of an occurrence which may give rise to a claim under the terms of this Policy, the Insured Person shall give notice thereof as soon as practicable to the Company, and file detailed proof of loss, duly sworn to, with the Company within six months after the Discovery of loss and provide any subsequently obtained supplemental information within twelve months after the Discovery of such loss. If the loss involves a violation of law, the Insured Person shall also notify the police.

Upon the Company's request, the **Insured Person** shall submit to examination by the Company, subscribe the same, under oath if required, and produce for the Company's examination all pertinent records, all at such reasonable times and places as the Company shall designate, and shall cooperate with the Company in all matters pertaining to loss or claims with respect thereto. Compliance with all terms and conditions of this Policy are conditions precedent to recovery under this Policy.

The **Insured Person** shall keep books, receipts, bills and other records in such manner that the Company can accurately determine therefrom the amount of any loss. At any time subsequent to the reporting thereof to the

Company, the Company may examine and audit the **Insured Person's** books and records as they relate to a loss under this Policy.

- **9. Other Insurance** If there is any other valid and collectible insurance which would apply in the absence of this Policy, the insurance under this Policy shall apply only as excess insurance over such other insurance.
- 10. Action Against Company No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all terms of this Policy, nor until 90 days after the required proof of loss has been filed with the Company, nor at all unless commenced within two years from the date when the Insured Person first Discovers the loss. If any limitation of time for notice of loss or any legal proceeding herein contained is shorter than that permitted to be fixed by agreement under any statute controlling the construction of this Policy, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.
- 11. Subrogation In the event of any payment under this Policy, the Company shall be subrogated to all the Insured Person's rights of recovery therefor against any person or organization, and the Insured Person shall execute and deliver instruments and papers and shall take whatever other actions are necessary to secure such rights for the Company. The Insured Person shall not take any action after the Discovery of any loss that would prejudice such rights.
- **12. Changes** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or stop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued by the Company and made to form a part of this Policy.

#### 13. Cancellation:

- (a) The **Master Policy Holder** may cancel this Policy by mailing or delivering to the Company advance written notice of cancellation.
- (b) The Company may cancel this Policy by mailing or delivering to the **Master Policy Holder** written notice of cancellation at least:
  - (i) ten (10) days before the effective date of cancellation if the Company cancels for nonpayment of premium; or
  - (ii) thirty (30) days before the effective date of cancellation if the Company cancels for any other reason.
- (c) The Company will deliver notice to the Master Policy Holder's last mailing address known to it.
- (d) Notice of cancellation will state the effective date of cancellation. The **Policy Period** will end on that date.
- (e) If this Policy is canceled by the Company, the Company will send the **Master Policy Holder** any premium refund due and the refund will be pro rata. If the **Master Policy Holder** cancels, the refund may be less than pro rata. The cancellation will be effective even if the Company has not made or offered a refund.
- (f) If notice is mailed, proof of mailing will be sufficient proof of notice.
- **14. Assignment** Assignment of interest under this Policy shall not bind the Company until its consent is endorsed herein.
- **15. Concealment or Misrepresentation** This Policy is void as to any **Insured Person** if, at any time, said **Insured Person** intentionally conceals or misrepresents a material fact concerning either this insurance or a claim under this insurance.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### SCHEDULE OF MEMBERSHIP PROGRAMS

This endorsement changes the following:

**Identity Fraud Expense Coverage Master Policy** 

#### It is agreed that:

"Membership Program" as used in the attached Policy shall solely mean the programs listed in the below schedule:

#### **SCHEDULE**

Name of Membership Program	Added to Coverage Effective	Limit of Insurance	Deductible Amount
Members of the CSURMA AORMA Full Time and Part Time Employees	July 01, 2015	\$10,000.00	\$0.00

Or as amended and reported to the Company within 60 days of the change in name of the **Membership Program**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Excess and Surplus Lines Company

Policy Number: 105960479

ISSUED BY: Travelers Excess and Surplus Lines Company

ISSUED TO: Members of CSURMA AORMA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **FAMILY COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### IDENTITY FRAUD EXPENSE REIMBURSEMENT MASTER POLICY

It is agreed that:

CONDITIONS, 1. Definitions, (d) Insured Person is replaced with:

- (d) Insured Person means:
  - (i) any natural person who is currently subscribed to a **Membership Program** that has been specifically expanded by the **Master Policy Holder** to include the protection afforded by this Policy; and

**POLICY NO: 105960479** 

(ii) any spouse, person qualifying as a domestic partner under the provisions of any applicable federal, state or local law, child under 25 years of age or parent of such natural person, residing in the same household.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Policy Period inception date stated in the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by:

On behalf of the entity named in ITEM 1 of the Declarations.

Authorized Company Representative

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### SERVICE OF LAWSUIT ENDORSEMENT

This endorsement changes the following:

**Identity Fraud Expense Coverage Master Policy** 

It is agreed that in the event of the failure of the Travelers Excess and Surplus Lines Company (the Insurer) to pay any amount claimed to be due hereunder, the Insurer shall honor the decision of the court that is authorized to hear the case; provided that the Insurer has the right to appeal that decision. It is further agreed that service of process for any lawsuit brought against the Insurer may be made upon the Insurer by serving its Corporate Secretary, or the Corporate Secretary's designee, at One Tower Square, Hartford, CT 06183 and such person shall be authorized to receive the papers on behalf of the Insurer. However, the Insured may also serve or send papers involving such lawsuit to the Commissioner, Director or Superintendent of Insurance for the state in which the lawsuit is being filed. The Insurer designates that appropriate officer, or that person's successor, to mail a copy of the paper to the Insurer.

#### California Clause:

For the State of California, it is agreed that service of process in a lawsuit against the Insurer may be made upon:

CSC-Lawyers Incorporating Service 2730 Gateway Oaks Drive, Suite 100 Sacramento, California 95833

#### Rhode Island Clause:

For the State of Rhode Island, it is agreed that service of process in a lawsuit against the Insurer may be made upon:

Corporation Service Company 222 Jefferson Blvd., Suite 200 Warwick, Rhode Island 02888

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Excess & Surplus Lines Company

Policy Number: 105960479



### **Identity Fraud Expense Reimbursement Coverage**

Identity fraud is one of the fastest growing crimes in the country today. According to the 2010 Identity Fraud Survey report released by the Better Business Bureau and Javelin Strategy & Research, about 11 million people were victims of identity fraud during 2009. This means that one in every 28 consumers fell victim to the crime, with total out-of-pocket expenses exceeding \$4.9 billion<sup>1</sup>.

Members of CSURMA AORMA has purchased the Identity Fraud Expense Master policy from Travelers Bond & Financial Products in order to provide you and your spouse with this valuable coverage.

Your Policy Number is: 105960479 Your Coverage Limit is: \$10,000.00

Your Deductible is: \$0.00

If you are a victim of Identity Fraud, please call Travelers to report your claim: 800.842.8496

The coverage reimburses identity fraud victims for the following:

- Lost wages as a result of time taken off from work to deal with the fraud, including wrongful incarceration up to \$1000 per week for a maximum period of five weeks
- · Notary and certified mail charges for completing and delivering fraud affidavits
- · Fees to re-apply for loans that were denied as a result of erroneous credit information due to the identity fraud
- Long distance telephone charges for calling merchants, law enforcement agencies or credit grantors to discuss an actual identity fraud
- Attorney fees incurred, with Travelers Bond & Financial Product's prior consent, for:
  - Defending suits brought incorrectly by merchants or their collection agencies
  - Removing criminal or civil judgments wrongly entered against the victim
  - Challenging information in a credit report
  - Release of medical records in cases of medical identity fraud
  - Contesting wrongfully incurred tax liability
  - Contesting the wrongful transfer of ownership of an insured person's tangible property
- Additional coverage for spouse, family, and daycare and eldercare coverage are available by endorsement
- Costs for daycare and eldercare coverage, if that coverage is necessary for an insured person to attend meetings or otherwise
  have the ability to restore financial health and credit history as a result of identity fraud
- Travel and accommodations expense up to \$1,000 per week up to five weeks
- · Expenses and fees for new government issued identification such as passports, drivers license and social security cards
- · Expense and fees for copies of health records for purpose of investigating medical identity fraud

Becoming a victim of identity fraud is a frightening, frustrating experience. It can happen to anyone at any time. Our identity fraud specialists can help victims during this difficult time. Not only will we pay for expenses associated with clearing up your credit, but we will also provide you with detailed information on how to fix your credit and resolve other identity fraud issues.

<sup>1</sup>Source: www.idsafety.net/report.html

Travelers Casualty and Surety Company of America and its property casualty affiliates One Tower Square Hartford, CT 06183 This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

Travelers is pleased to supply this member benefit card template which you may reproduce and distribute to members at your option.

## TRAVELERS

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has purchased the Identity Fraud Expense Master policy from Travelers Bond & Financial Products in order to provide you and your spouse with this valuable coverage.

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