NOTICE: THE IDENTITY THEFT EXPENSE REIMBURSEMENT COVERAGE IS NOT AVAILABLE TO RESIDENTS OF THE STATE OF NEW YORK.

Identity Theft Expense Reimbursement
Evidence of Coverage

Virginia Surety Company, Inc.
175 W. Jackson Blvd., Chicago, IL 60604

A. DEFINITIONS

Throughout this document, "You" and "Your" refer to the individual accountholder or joint accountholder who is a member in good standing in the program as defined by the terms and conditions for the program. Membership must not have expired or been canceled by You or the program. "We", "Us", and "VSC" refer to Virginia Surety Company, Inc. In addition, when in bold certain words and phrases are defined as follows:

Administrator means TWG Innovative Solutions, Inc. You may contact them if you have questions regarding this coverage or would like to make a claim. They can be reached by phone at 1-800-453-5027.

Coverage Period means the period starting on the **Membership Effective Date**. Coverage will continue as determined by the payment schedule/plan for as long as You are a member in good standing. (This standing is defined by the terms and conditions for the program.) Coverage will stop if You or the program cancel Your membership in the program.

Evidence of Coverage (EOC) means this document. It describes the terms, conditions, and exclusions of Your coverage. The **EOC** is the entire agreement between You and Us. Representations or promises made by anyone that are not contained in this EOC are not a part of Your coverage.

Identity Theft means the use of Your name, address, Social Security number (SSN), bank or credit card account number, or other identifying information without Your knowledge to commit fraud or other crimes.

Identity Theft Expenses means the following when incurred as a direct result of **Identity Theft**:

1) Legal Expenses: Reasonable and necessary attorney fees or court costs associated with defending any suit brought against You by merchants, financial institutions or other credit grantors, or their collection agencies, or the removal of any criminal or civil judgment wrongly entered against You as a result of **Identity Theft**;
2) Lost Wages: Actual U.S. wages or salary You lose as a direct result of time off work taken by You to report or address the effects of **Identity Theft**;
3) Miscellaneous: Loan applications fees, long distance telephone costs, mailing and postage costs, and costs of having affidavits or other documents notarized as a result of **Identity Theft**. Costs to purchase up to four (4) credit reports from any of the three major credit bureaus (Experian, Equifax, or TransUnion). The credit reports may be purchased only after the Identity Theft has occurred and for the purpose of correcting inaccuracies that occur as a result of **Identity Theft**.

Membership Effective Date means the date You enroll as a member in the program.

B. COVERAGE AGREEMENT

We will reimburse You for **Identity Theft Expenses** You incur as a result of an **Identity Theft** incident that occurs or was first known to You during the **Coverage Period**.

Coverage is secondary to any other applicable insurance or coverage available to You.

This **EOC** is not transferable to another person or entity.

C. LIMITATIONS

Coverage is limited to Your actual **Identity Theft Expenses**, not to exceed a total of $5,000.

Coverage is further limited to

- $500 per week, for up to four (4) weeks for Lost Wages.

There is a limit of two (2) **Identity Theft** incidents per twelve (12) month period.

D. EXCLUSIONS

Coverage does not apply to:

- Any **Identity Theft Expense** not listed in Section A – Definitions;
- Any act of theft, deceit, collusion, dishonesty or criminal act by You or any person acting in concert with You, or by any authorized representative of You, whether acting alone or in collusion with You or others;
- Damages or losses arising from the theft or unauthorized or illegal use of Your business name, d/b/a/ or any other method of identifying Your business activity;
- Any lost wages due to sickness or emotional breakdown;
- Damages or losses of any type for which the credit card company, bank, creditor, etc. is legally liable;
- **Identity Theft Expenses** that were incurred or commenced from a known **Identity Theft** incident that occurred prior to the **Coverage Period**;

- Damages or losses of any type resulting from fraudulent charges or withdrawal of cash from a debit or credit card or financial/bank/investment account;
- Any incident involving a loss or potential loss not notified to the relevant police authority within seventy-two (72) hours from the date You had knowledge of the loss;
- Fees or costs associated with the use of any investigative agencies or private investigators.

E. WHAT TO DO IF YOU ARE A VICTIM OF IDENTITY THEFT

- Contact Fraud Resolution Assistance Services at 1-800-251-2311 for assistance upon discovery of Your **Identity Theft** problem.
- Notify the **Administrator** within ten (10) days of discovery of Your **Identity Theft** problem.
- Notify the police in Your local jurisdiction within seventy-two (72) hours from the date You had knowledge of the **Identity Theft** loss. Obtain a copy of the police report.

F. HOW TO FILE A CLAIM

To file a claim, You must contact the **Administrator** by phone within six (6) months of the date of the **Identity Theft**. Otherwise, the claim may be denied.

A claim form will be sent to You. The fully completed claim form must be returned to the **Administrator** at 13922 Denver West Parkway, Golden, CO 80401 with:

1) Completed and signed claim form;
2) Proof that a fraud alert was placed with each major credit bureau (Experian, Equifax, TransUnion, etc.) immediately after discovery of **Identity Theft**;
3) Copy of the complaint filed with the Federal Trade Commission (FTC);
4) Copy of settlement reached by each party (creditors, collection agency, banks, etc.) involved with Your **Identity Theft** incident;
5) Copy of a police report from Your local jurisdiction;
6) Copy of all receipts, bills or other records that support the **Identity Theft Expenses** incurred by You;
7) Any other documentation that may be reasonably requested to validate a claim.

All these required items, including the claim form, must be postmarked within sixty (60) days of the date of the loss. Otherwise, the claim may be denied.

G. GENERAL PROVISIONS

Coverage is provided under a Group Policy issued by VSC. This **EOC** is a summary of benefits provided to You.

Cancellation and Non-Renewal. Affinion Group Insurance Trust or VSC can cancel this coverage or choose not to renew this coverage upon the expiration of coverage. If this happens, the policyholder will notify You at least sixty (60) days in advance of the expiration of this coverage. Such notices need not be given if substantially similar replacement coverage takes effect without interruption and is provided by the same insurer. If the Group Policy for this **EOC** is canceled or non-renewed by either Affinion Group Insurance Trust or VSC, the coverage benefits will continue to be in force for the period for which premium has already been paid to VSC.

Claims. Benefits payable under this **EOC** for any **Identity Theft Expenses** will be paid upon receipt of due proof of the **Identity Theft** and all required information necessary to support the claim.

Misrepresentation and Fraud. Coverage for You may be cancelled if You have concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof, or the interest of You therein. Coverage may also be cancelled if You commit fraud or false swearing in connection with any of the above.

Other Insurance. Coverage is secondary to any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

Legal Actions. No action at law or in equity shall be brought to recover under this **EOC** prior to the expiration of sixty (60) days after proof of the **Identity Theft** has been furnished in accordance with the requirements of this coverage.

Subrogation. If payment is made under this **EOC**, We are entitled to recover such amounts from other parties or persons. You must transfer to Us Your rights to recovery against any other party or person. You must also do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from You.

Dispute Resolution. Identity Theft Expense Reimbursement benefits are subject to the terms and conditions outlined and include certain restrictions, limitations, and exclusions. In the event of any conflict between this **EOC** and the Group Policy, the Group Policy will govern. The Group Policy is on file at the offices of the **Administrator**. This **EOC** shall be interpreted and enforced according to the laws of the state of Delaware.

For Montana Residents: The following statement has been added: The provisions of this **EOC** conform to the minimum requirements of the Montana law and control over any conflicting statutes of any state in which You reside in, on or after the effective date of this coverage.