

Personal Identity Coverage Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
			Per Certificate of Insurance	\$30.00 or \$15.00	N/A

Policyholder:

Per Certificate of Insurance

Producer:

See Declaration

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Tennessee Real Estate Brokers Professional Liability Policy

Solely with respect to the coverage provided by this Endorsement and in consideration of the premium charged, it is hereby understood and agreed that:

I. The Declarations and Policy are amended as follows:

Schedule

Limits of Liability		Deductibles	
Personal Identity Coverage			
Aggregate Limit per Policy Period	\$ 25,000	Each Stolen Identity Event Deductible:	\$ 0
Sublimits of Liability for Each Insured Person per Policy Period			
Initial Legal Consultation	\$ 250	Each Stolen Identity Event Deductible:	\$ 0
Lost Wages per Week	\$ 1,000	Each Stolen Identity Event Deductible:	\$ 0
Travel Expenses	\$ 500	Each Stolen Identity Event Deductible:	\$ 0
Elder Care and Child Care	\$ 1,000	Each Stolen Identity Event Deductible:	\$ 0

II. Section I. INSURING AGREEMENTS is amended by adding the following:

PERSONAL IDENTITY COVERAGE

The **Underwriter** shall pay on behalf of an **Insured Person** any **Loss** resulting from **Stolen Identity Events** which first occur during the **Policy Period** and are reported to the **Underwriter** as soon as practicable after the **Stolen Identity Event** occurs, but in no event later than thirty (30) days after the **Insured Person** becomes aware of such **Stolen Identity Event**. The **Underwriter's** maximum liability under this Insuring Agreement is limited as described in Section VI. LIMITS OF LIABILITY AND DEDUCTIBLES.

III. Section IV. DEFINITIONS is amended as follows:

A. The following is added to the end of Subsection IV.M. **Insured Persons**:

and has paid the additional premium charged for this Endorsement. **Insured Persons** include the spouse or domestic partner of the **Insured Person** described above and dependent children under the age of twenty-three (23) and who live in the same residence as the **Insured Persons** described above.

B. Subsection IV.Q. **Loss** is replaced with the following:

Q. **Loss** means the reasonable and necessary **Costs, Lost Wages, Legal Defense Fees and Expenses** incurred within twelve (12) months of the **Insured Person's** discovery of a **Stolen Identity Event** and incurred within the United States of America.

C. The following Definitions are added to Section IV. DEFINITIONS:

Business means any employment, trade, hobby, profession or occupation.

Costs means the following reasonable and necessary costs incurred by the **Insured Person** as a result of a **Stolen Identity Event**:

1. cost of re-filing applications for loans, grants or other credit instruments when the application is rejected solely because the lender received incorrect credit information;
2. cost of notarizing affidavits or other similar documents for credit agencies, financial institutions, merchants or other credit grantors that require such affidavits, long distance telephone calls and postage to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors solely as a result of the **Insured Person's** efforts to report a **Stolen Identity Event** and/or amend or rectify records as to the **Insured Person's** true name or identity;
3. cost of up to six credit reports from established credit bureaus (with no more than two reports from any one credit bureau) within twelve (12) months from the date of the **Stolen Identity Event**;
4. costs approved by the **Underwriter**, for providing periodic reports on changes, inquiries or activities of the **Insured Person's** personal information contained in credit reports or public databases (including, but not limited to credit monitoring services);
5. cost of travel within the United States incurred as a result of the **Insured Person's** efforts to amend or rectify records as to the **Insured Person's** true name or identity;
6. costs for elder care or child care expenses incurred as a result of the **Insured Person's** efforts to amend or rectify records as to the **Insured Person's** true name or identity; and
7. costs of **Restoration Services**.

Legal Defense Fees and Expenses means the reasonable and necessary fees and expenses incurred by the **Insured Person** with the **Underwriter's** consent for an attorney retained by the **Insured Person** and approved by the **Underwriter** for:

1. An initial consultation with a lawyer to determine the severity of and appropriate response to a **Stolen Identity Event**;
2. Defending any civil suit brought against the **Insured Person** by a creditor, collection agency or other entity acting on behalf of a creditor for non-payment for goods or services or default on a loan solely as a result of a **Stolen Identity Event**;
3. Removing any civil judgment wrongfully entered against the **Insured Person** solely as a result of a **Stolen Identity Event**; and
4. Defending criminal charges brought against the **Insured Person** as a result of the **Stolen Identity Event**. However, the **Underwriter** will only pay for this after establishing by acquittal or dropping of charges that the **Insured Person** was not in fact the perpetrator.

Lost Wages means actual wages that would have been earned in the United States, whether partial or whole days, for time reasonably and necessarily taken off work and away from the **Insured Person's** work premises solely as a result of the **Insured Person's** efforts to amend or rectify records as to the **Insured Person's** true name or identity as a result of a **Stolen Identity Event**. **Lost Wages** also includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days. Computation of lost wages for self-employed persons must be supported by, and will be based on, the prior year tax returns, and will not include losses for

business interruption or future earnings. Coverage is limited to wages lost within twelve (12) months after the **Insured Person's** discovery of a **Stolen Identity Event**.

Restoration Services means the services described below and performed on the **Insured Person's** behalf by a third party in response to a **Stolen Identity Event**, only after receipt of appropriate authorization from the **Underwriter**:

1. provide the **Insured Person** with a package of information which includes a description of the resolution process, educational articles, and guidance for avoiding future complications;
2. notify the three major credit bureaus and provide assistance with requesting that a fraud alert be placed on the **Insured Person's** credit files and affected credit accounts;
3. compile and organize the paperwork to help the **Insured Person** document the **Stolen Identity Event** and providing information to appropriate government agencies;
4. review the **Insured Person's** credit files with the **Insured Person** to determine the accuracy of the file and potential areas of fraud;
5. research and investigate potential damage to the **Insured Person's** identity;
6. notify as needed, the **Insured Person's** affected creditors, financial institutions, credit card companies, utility providers, and merchants of the identity fraud;
7. provide information to the Federal Trade Commission (FTC), and to other government agencies as appropriate;
8. when appropriate, provide assistance with obtaining and reviewing the **Insured Person's** Social Security Personal Earnings and Benefits Statement;
9. create and maintain a case file to document the identity fraud; and
10. when appropriate, provide other assistance the **Underwriter** might reasonably be able to offer to the **Insured Person** on a case by case basis, as determined by the **Underwriter's** sole and absolute discretion.

Stolen Identity Event means the theft of an **Insured Person's** personal identification, social security number, or other method of identifying the **Insured Person**, which has or could reasonably result in the wrongful use of such information. All **Loss** resulting from **Stolen Identity Event(s)** and arising from the same, continuous, related or repeated acts shall be treated as arising out of a single **Stolen Identity Event** occurring at the time of the first such **Stolen Identity Event**. **Stolen Identity Event** shall not include the theft or wrongful use of the **Insured Person's Business** name, d/b/a or any other method of identifying any **Business** activity.

IV. Section V. EXCLUSIONS is amended as follows:

A. The first sentence in Section V. EXCLUSIONS is replaced with the following:

The **Underwriter** shall not be liable for **Loss** or **Defense Costs** on account of any **Claim** or **Stolen Identity Event**:

B. The following additional exclusions are added:

The **Underwriter** shall not be liable for **Loss** or **Defense Costs** on account of any **Claim** or **Stolen Identity Events**:

based upon, arising out of, or attributable to any **Loss** reported to the **Underwriter** more than thirty (30) days after the **Insured Person** becomes aware of a **Stolen Identity Event**;

based upon, arising out of, or attributable to:

1. war, including undeclared or civil war;
2. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
3. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;

V. Section VI. LIMITS OF LIABILITY AND DEDUCTIBLES is amended by adding the following:

- A. The Aggregate Limit of Liability stated in the Schedule of this Endorsement is the most we shall pay for **Loss**, in excess of any applicable Deductible, resulting from all **Stolen Identity Events** occurring during the **Policy Period**.
- B. The Aggregate Limit of Liability stated in the Schedule of this Endorsement is solely for the coverage provided under this Endorsement for Personal Identity Coverage, and is in addition to the Limits of Liability stated in the Declarations.
- C. All **Loss** arising out of the same, continuous, related or repeated **Stolen Identity Events** shall be subject to the terms, conditions, exclusions and single Aggregate Limit of Liability provided in this Endorsement in effect at the time the first such **Stolen Identity Event** occurs.
- D. The maximum the **Underwriter** shall pay for an initial consultation with a lawyer shall not exceed the amount for Initial Legal Consultation as specified in the Schedule of this endorsement. All **Legal Defense Fees and Expenses** are part of, and not in addition to, the Aggregate Limit of Liability provided in the Schedule of this Endorsement for each **Insured Person**.
- E. The maximum the **Underwriter** shall pay for **Lost Wages** shall not exceed the amount for Lost Wages as specified in the Schedule of this Endorsement. All **Lost Wages** are part of, and not in addition to, the Aggregate Limit of Liability provided in the Schedule of this Endorsement for each **Insured Person**.
- F. The maximum the **Underwriter** shall pay for travel expenses shall not exceed the amount for Travel Expenses as specified in the Schedule of this Endorsement. All travel expenses are part of, and not in addition to, the Aggregate Limit of Liability provided in the Schedule of this Endorsement for each **Insured Person**.
- G. The maximum the **Underwriter** shall pay for elder care and child care shall not exceed the amount for Elder Care and Child Care as specified in the Schedule of this endorsement. All elder care and child care expenses are part of, and not in addition to, the Aggregate Limit of Liability provided in the Schedule of this Endorsement for each **Insured Person**.
- H. The **Insured Person** shall be responsible for the applicable Deductible amount shown in the Schedule of this Endorsement, and the **Insured Person** may not insure against it.
- I. Regardless of the number of covered **Stolen Identity Events** first occurring during the **Policy Period** each **Insured Person** shall be responsible for only a single Deductible during any one **Policy Period**.

In the event more than one Deductible applies to any **Stolen Identity Event**, the maximum total Deductible for such **Stolen Identity Event** shall be the highest of such applicable Deductibles.

VI. Section VII. CONDITIONS is amended by the following:

- A. The following additional Condition is added:

Obligations of the **Insured Person** in connection with a **Stolen Identity Event**

1. If a **Stolen Identity Event** occurs, the **Insured Person** shall notify the **Underwriter** of a **Stolen Identity Event** at the address on Item 8.A. of the Declarations as soon as practicable after the **Stolen Identity Event** occurs, but in no event later than thirty (30) days after the **Insured Person** becomes aware of such **Stolen Identity Event**. The **Insured Person** shall also follow the written instructions of the **Underwriter** to mitigate potential **Loss** as set forth in subsection 2. below.
2. If a **Loss** occurs, the **Insured Person** shall also:
 - a. promptly notify the **Underwriter** of the **Loss**, submit to the **Underwriter** the written proof of **Loss** and provide any other reasonable information or documentation that the **Underwriter** may request;
 - b. take all reasonable steps to mitigate **Loss** resulting from a **Stolen Identity Event** including, but not limited to, requesting a waiver for any applicable fees, loan application fees or credit bureau fees;
 - c. file a report with the appropriate police authority; and
 - d. provide all assistance and cooperation the **Underwriter** may require in the investigation and determination of any **Loss**, including but not limited to:

- (1) Immediately forwarding to the **Underwriter** any notices, summons or legal papers received by the **Insured Person** in connection with a **Loss** or the identity theft;
- (2) Authorize the **Underwriter** to obtain records and other information with regard to any **Loss**;
- (3) Cooperating with and helping the **Underwriter** to enforce any legal rights the **Insured Person** or the **Underwriter** may have against anyone who may be liable to the **Insured Person**;
- (4) Attending depositions, hearings and trials, securing and giving evidence, and obtaining the attendance of witnesses with regard to any **Loss**; or
- (5) Answering the **Underwriter's** questions under oath at such times as may be reasonably required about any matter relating to this insurance or the **Insured Person's Loss**, as well as permitting the **Underwriter** to inspect your books and records. In such event, the **Insured Person's** answers under oath shall be signed.

B. Subsection VII.H. is replaced with the following:

Other Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, except when purchased specifically to apply in excess of this insurance. When both this insurance and other insurance apply to any **Stolen Identity Event**, whether primary, excess or contingent, the **Underwriter** shall not be liable under this Policy for a greater proportion of **Loss** than the applicable Limits of Liability under this Policy for such **Loss** bears to the total applicable Limits of Liability of all valid and collectible insurance against such **Stolen Identity Event**.

ALL OTHER TERMS, CONDITIONS, PROVISIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.