

7 World Trade Center, 250 Greenwich Street 33rd Floor, New York, NY 10007

ALASKA AMENDATORY ENDORSEMENT

This Rider is attached to and made part of the “policy” as of the Policy Effective Date shown in the Policy’s Application effective February 1, 2016. It is subject to all the provisions, limitations and exclusions of the “policy” except as this Rider specifically modifies them.

The “policy” is amended as follows:

1. The first sentence in SECTION III – **EXCLUSIONS** that reads

This “policy” does not apply to any “loss” arising directly or indirectly, in whole or in part, out of the following:

is amended to read:

This “policy” does not apply to any “loss” arising directly out of the following:

Exclusion 9 is amended to read: **Reporting**

Any “loss” resulting from an “identity theft event” reported to “us”:

- a. more than six (6) months after the “identity theft event” occurred or;
- b. more than ninety (90) days after the “identity theft event” is first discovered by “you”, whichever is earlier.

Notwithstanding, the timeframes may be modified if “you” were not reasonably able to provide such notice within the time noted above and “we” were not prejudiced by the delay.

2. Item 1 in SECTION V – **OBLIGATIONS OF THE INSURED** is amended to read as follows:

1. If an “identity theft event” occurs, “you” will notify “us” promptly, but no later than 90 days after discovery by “you”, of such “identity theft event” unless “you” were not reasonably able to provide such notice within 90 days and “we” were not prejudiced by the delay. Notification must be made by calling the number provided in the Summary of Benefits, or contacting “us” at 1-866-451-7601. “You” agree to follow “our” written instructions to mitigate potential “loss”, which will be provided to “you” in a claims kit. This will include the prompt notification of major credit bureaus, the Federal Trade Commission’s Identity Theft Hotline and appropriate law enforcement agencies.

If “you” file a claim, “we” shall advise “you” in writing of the acceptance or denial of the claim within fifteen (15) working days after receipt of a properly executed statement of claim, proof of loss, or other acceptable evidence of loss. Payment of the claim within this time limit constitutes written acceptance. If “we” provide a written denial of the claim, such notice will state the specific provisions, conditions, exclusions, and facts upon which the denial is based. If additional time is needed to determine whether the claim should be accepted or denied, written notification giving the reasons that more time is needed shall be given to “you” within the deadline. While the investigation remains incomplete, additional written notification shall be provided forty-five (45) working days from the initial notification, and no more than every forty-five (45) working days thereafter giving the reasons that additional time is necessary to complete the investigation. If there is a reasonable basis supported by specific information for suspecting that “you” have fraudulently caused or wrongfully contributed to the “loss”, and the basis is documented in the claim file, this reason need not be included in the written request for additional time to complete the investigation or the written denial. However, within a reasonable time for completion of the

investigation and after receipt of a properly executed statement of claim, proof of loss, or other acceptable evidence of loss, “you” shall be advised in writing of the acceptance or denial of the claim. “We” shall, within thirty (30) working days after receipt of a properly executed statement of claim, proof of loss, or other acceptable evidence of loss, pay those portions of the claim not in dispute.

3. Item 2 d (5) in SECTION V –**OBLIGATIONS OF THE INSURED** is amended to read as follows:

(5) Answering “our” questions under oath at such times as may be reasonably required about any matter relating to this “policy” or the insured’s “loss”. In such event, “your” answers under oath will be signed. “You” have a right to have legal counsel present.

4. SECTION V – **CONDITIONS** is amended as follows:

Item 4 is amended to read: 4. **Concealment, Misrepresentation or Fraud**

Subject to the conditions in **SECTION VI – CONDITIONS**, “we” may void the “policy” if “you” intentionally conceal or misrepresent a material fact concerning obtaining coverage under this “policy”. In addition, this “policy” will also be void if “you” intentionally conceal or misrepresent a material fact concerning:

- a. An “identity theft event”;
- b. “Your” interest in any property involved in a “loss”; or
- c. A “loss” under this “policy”.

Item 7 is amended to read:

Duplicate Coverages

Should “you” be enrolled in more than one identity theft program insured by “us” or any of “our” affiliates, “we” will reimburse “you” under each program for the lesser amount of the actual amount of the loss or the sum of the limits of insurance applicable to those coverages. This payment is subject to any applicable deductibles. In no event will the total amount reimbursed to “you” under all programs combined exceed the actual amount of “loss”. We will make an appropriate premium adjustment based on benefits paid.

Item 8 is amended to read:

Legal Actions Against Us

No legal action may be brought or made against “us” under this “policy” unless:

- a. There has been full compliance with all of the terms of this “policy”; and
- b. The action is brought within three (3) years from the date “you” are notified of the breach of contract, including denial of a claim.

Item 10 is amended to read:

OTHER INSURANCE: If there is other valid coverage with other insurance companies covering the same loss as this “policy” and the “loss” is less than the policy limits, the benefits are prorated according to the limits of all policies. In all events, “we” will not pay more than the Limit of Insurance specified in the Declarations.

5. SECTION IX – **CANCELLATION, TERMINATION AND NON-RENEWAL** is amended as follows:

Item 2 is amended to read:

2. If “we” cancel or non-renew this “policy”, “we” will mail written notice by first class mail to “you” at the last known mailing address “we” have in “our” records and obtain a certificate of mailing from the United States Postal

Service. Such notice may also be made electronically but only if an electronic confirmation of receipt may be obtained from “you”. The notice will include the effective date of such cancellation or non-renewal.

Item 3 is amended to read:

“We” may not exercise our right to cancel or non-renew unless a written notice of cancellation or non-renewal is mailed to “you” and to the agent or broker of record at least 60 (sixty) days before the effective date of cancellation or non-renewal. However, if cancellation is for nonpayment of premium, or for failure or refusal of “you” to provide the information necessary to confirm exposure or necessary to determine the policy premium, the notice shall be mailed to “you” and to the agent or broker of record at least twenty (20) days before the effective date of cancellation. If cancellation or non-renewal is:

- a. for conviction of “you” of a crime having as one of its necessary elements an act increasing a hazard insured against; or
- b. for discovery of fraud or material misrepresentation made by “you” or “your” representative in obtaining the insurance,

the notice shall be mailed to “you” and to the agent or broker of record at least ten (10) days before the effective date of cancellation.

If “we” cancel or non-renew the policy, “we” shall return or credit any unearned premium to “you” before the effective date of cancellation, except that:

- a. any unearned premium shall be returned or credited within 45 days after notice of cancellation is given, if cancellation is for:
 1. nonpayment of premium;
 2. conviction of “you” of a crime having as one of its necessary elements an act increasing a hazard insured against;
 3. discovery of fraud or material misrepresentation made by “you” or “your” representative in obtaining the insurance under the policy; or
 4. failure or refusal by “you” to provide the information necessary to confirm exposure or necessary to determine the policy premium; and
- b. “we” shall perform or waive the audit before the effective date of the cancellation or non-renewal and return or credit any estimated unearned premium before the effective date of cancellation or non-renewal if the “policy” is subject to audit and is cancelled or non-renewed for a reason other than those described in items a. 1. – 4. above.

Item 5 is amended to read:

5. If “we” cancel this “policy”, “we” will send “you” any premium refund due and the refund will be pro rata. If “you” cancel, the refund will be less than pro rata with the cancellation fee of 7.5% of the unearned premium. The premium refund will be tendered by “us” within ten (10) days of the effective date of cancellation regardless of who initiates the cancellation.

There are no other changes to the “policy”.