



GENERALI IDENTITY THEFT INSURANCE

SUMMARY DESCRIPTION OF BENEFITS

This Summary Description of Benefits (the "Summary") is provided to inform "you" that "you" are entitled benefits under the "Master Policy" referenced below. This "Summary" does not state all the terms, conditions, and exclusions of the "Master Policy". "Your" benefits will be subject to all of the terms, conditions, and exclusions of the "Master Policy", even if they are not mentioned in this "Summary". A complete copy of the "Master Policy" will be provided upon request.

The "Master Policy" of Identity Theft Insurance Coverage has been issued to Generali Global Assistance Inc. (the "Master Policyholder"), under Policy Number GID 10 01 10 15, underwritten by Generali U.S. Branch to provide benefits as described in this "Summary".

GENERAL INFORMATION

Company Name: Generali Insurance Company US Branch	Mailing Address: 7 World Trade Center, 250 Greenwich St. 33rd Floor New York, NY 10007-0010
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When "you" enroll, "we" will provide "you" with a confirmation of "your" insurance and "policy period". Should "you":

1. Have any questions regarding the Membership Program provided by the "Master Policyholder"; or
2. Wish to view a complete copy of the "Master Policy",

please call the customer service number located in "your" membership materials.

SCHEDULED LIMITS OF INSURANCE

Aggregate Limit of Insurance	[\$1,000,000]	per "policy period"
Costs for refiling applications/replacement of documents	[\$2,500]	per "policy period"
Costs of long distance phone calls and postage	(Included)	per "policy period"
Costs of notarizing affidavits or other similar documents	(Included)	per "policy period"
Child/Elder Care	[\$200/day up to \$2,000]	per "policy period"
Initial Legal Consultation	[\$1,000]	
Additional Legal Costs	(Included)	per "policy period"
Loss of Income	[\$250/day up to \$5,000]	per "policy period"
Travel Costs	[\$1,500]	per "policy period"
Credit Reports	(Included)	per "policy period"
Medical Records	[\$1,000]	per "policy period"



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Section I. REPORTING AN IDENTITY THEFT EVENT

To report an “identity theft event”, please call the customer service number located in “your” membership materials.

Section II. FILING A CLAIM

If “you”:

1. Have any questions regarding the Identity Theft insurance coverage; or
2. Wish to file a claim under the “Master Policy”,

please contact the customer service number located in “your” membership materials. Please also see Section V. YOUR OBLIGATIONS.

This is a group “Master Policy”. If the “Master Policy” is terminated, “your” benefits will cease effective on the date of such termination. It is the obligation of the “Master Policyholder” to inform “you” of any termination of the “Master Policy”.

Section III. COVERAGES

Note: All benefits are subject to the maximum amount for that benefit. Benefit amounts are stated in the Scheduled Limits of Insurance shown above.

1. Costs for refiling applications/replacement of documents:

“We” will pay the actual costs “you” incur as a result of an “identity theft event” for:

- a. Re-filing applications for loans, grants or other credit instruments that are rejected; and
- b. Replacing documents. Such documents include driver’s licenses. They also include passports. They also include birth certificates and marriage certificates. They also include stock certificates.



COVERAGES, continued

2. **Costs of long distance phone calls and postage:**

- a. "We" will pay the actual costs that "you" incur, in order to report an "identity theft event", of long distance phone calls and/or postage to law enforcement agencies. "We" will pay these actual costs to credit agencies. "We" will pay these actual costs to financial institutions. "We" will pay these actual costs to healthcare providers. "We" will pay these actual costs to merchants. "We" will pay these actual costs to other credit grantors; and/or
- b. "We" will pay such costs to correct records as to "your" true name or identity.

3. **Costs of notarizing affidavits or other similar documents:**

"We" will pay the actual costs "you" incur to notarize affidavits or other similar documents:

- a. In order to report an "identity theft event"; and/or
- b. To correct records as to "your" true name or identity.

4. **Child/elder care costs:**

If, due to an "identity theft event":

- a. "You" incur costs for the care of elderly relatives; or
- b. "You" incur costs for child care; and
- c. Such costs are a result of "your" efforts to correct records as to "your" true name and identity;

then "we" will pay such costs. However, such care must be provided by a professional care provider. Such provider must not be "your" relative.

5. **Initial legal consultation:**

"We" will pay the reasonable and necessary fees and expenses "you" incur for an initial legal consultation. The fees and expenses must be incurred with "our" consent by an attorney approved by "us".

6. **Additional legal costs:**

"We" will pay the reasonable and necessary fees and expenses "you" incur to:

- a. Defend any "suit" brought against "you" by a creditor, collection agency or other entity acting on behalf of a creditor for:
 - (1) The non-payment for goods or services; or
 - (2) The default on a loan,that are solely as a result of an "identity theft event";



COVERAGES, continued

- b. Remove any civil judgment wrongfully entered against “you” solely as a result of an “identity theft event”;
- c. Defend any criminal charges brought against “you” solely as a result of an “identity theft event”; however, the fees and expenses are only paid after it has been established that “you” were not in fact the perpetrator;
- d. Contest a wrongfully incurred tax liability; or
- e. A wrongful transfer of the ownership of “your” tangible property.

7. **Loss of income:**

“We” will pay “your” “actual lost income” because of time taken off from work and away from “your” place of work. Such time must be taken in order to communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, healthcare providers, or other credit grantors. This “actual lost income” must be solely:

- a. As a result of “your” efforts to correct records as to “your” true name or identity; and
- b. As a result of an “identity theft event”.

If “you” are a “self-employed person”, the amount of “your” “actual lost income” will be based on “your” prior year tax returns.

8. **Travel costs:**

With “our” prior consent, “we” will pay the reasonable additional expenses “you” incur:

- a. For travel to participate in the defense of “suits” brought against “you” by financial institutions. It also includes such travel to healthcare providers. It also includes such travel to merchants. It also includes travel to other credit grantors or their collection agencies;
- b. To participate in the criminal prosecution of the perpetrators of the “identity theft event”;
- c. To file in-person “loss” affidavits and civil or criminal complaints with local law enforcement. This must be done in the jurisdiction in which the “identity theft event” occurred as required by local law; or
- d. To visit a governmental agency or department of the United States, or of any state or territory of the United States, to rectify records.

These additional expenses include, but are not limited to, the cost of gas, parking, airline tickets and/or rental cars.

9. **Credit Reports:**

“We” will pay the cost “you” incur to purchase up to six (6) credit reports from established credit bureaus. Note: “You” are limited to two (2) reports from any one (1) credit bureau.



COVERAGES, continued

10. **Medical Records:**

“We” will pay the costs that “you” incur to order medical records so that “you” may correct those documents.

Section IV. EXCLUSIONS

Benefits are not payable due to any “loss” arising directly or indirectly, in whole or in part, out of the following:

1. **Bodily Injury**

Any physical injury, sickness, disease, disability, including required care, or “loss” of services sustained by a person, including death resulting from any of these at any time.

2. **Dishonest Acts**

Any dishonest, criminal, malicious or fraudulent acts where “you”:

- a. Suffered a “loss”; and
- b. Willingly participated in, directed, or had knowledge of such acts.

3. **Natural Disaster (Act of God)**

Any fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, an act of God or any other physical event.

4. **Political Risk, Financial Guarantee & Risk Exclusion**

Any:

- a. Non-failure to perform contractual obligations;
- b. Import and/or export embargos;
- c. Non-ratification of contracts, exchange transfer, calling of bonds and guarantees and force majeure indemnities;
- d. Failure or delay in delivery or supply of any form of property , unless it is the direct result of physical damage; and
- e. Form of financial guarantee, surety or credit indemnity.

5. **Prior Losses**

Any “loss” resulting from an “identity theft event” that occurred prior to the inception date of “your” insurance under the “Master Policy”.



EXCLUSIONS, continued

6. **Professional or Business**

Any “business” activity. This includes any “loss” connected to an account used for “business” purposes.

7. **Proper Authorities**

Any “identity theft event” not reported to the police in writing.

8. **Public Authority**

Any destruction, confiscation or seizure by order of any government or public authority.

9. **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 90 days after the “identity theft event” is first discovered by “you”;
- whichever is earlier.

10. **Terrorism**

Terrorism undertaken by any person or group. Terrorism includes both domestic and foreign acts. Terrorism includes:

- a. The actual or threatened use of force or violence against person or property;
- b. The actual or threatened commission of an act dangerous to human life or property;
- c. The actual or threatened commission of an act that interferes with or disrupts an electronic communication system. This includes a “computer attack”. This also includes the Internet or any part thereof;
- d. Any hostile act by a person(s) acting with:
 - i. The sponsorship;
 - ii. Endorsement; or
 - iii. The assistance;

of a state or governmental entity designated by the United States Government as a rogue state, state of concern, hostile state or similar designation;



EXCLUSIONS, continued

- e. Any hostile act by a person(s) who is/are members of, or acting on behalf of, an organization recognized as a hostile or terrorist organization:
 - i. By the United States Government or any United States agency; or
 - ii. By any other domestic or foreign governmental or law enforcement agency; or
- f. Any hostile act that is recognized by a judicial, administrative, executive or legislative government entity to be an act of terrorism.

11. Theft by Immediate Family Members

Any “loss” caused by “your” immediate family member without signature authority. This is subject to the following:

- a. An immediate family member for purposes of this exclusion includes the following:
 - a. A spouse;
 - b. Domestic partner recognized by law, such as a civil union;
 - c. “Your” child; or
 - d. A child of “your” spouse at the time of the “identity theft event”.
- b. This exclusion does not apply provided “you” file a report with appropriate law enforcement authorities regarding the “identity theft event”. The report must be made within fourteen days after “your” discovery of the “identity theft event”.

12. Voluntary Disclosure

The voluntary disclosure to someone of any codes or other security information that:

- a. Can be used to gain access to any of “your” accounts; and
- b. Who subsequently contributes to an “identity theft event”.

However, this exclusion will not apply if such disclosure was made when the “insured” was under duress or the victim of fraud.

13. War

War (whether declared or not) including:

- a. Civil war, insurrection, act of foreign enemy, civil commotion;



EXCLUSIONS, continued

- b. Military or usurped power, rebellion, revolution, invasion;
- c. Hostilities or warlike operations or mutiny; or
- d. Any act or condition incident to war.

SECTION V. YOUR OBLIGATIONS

As a condition precedent to coverage under the “Master Policy”, “you” will at all times have the following duties and obligations:

1. If an “identity theft event” occurs:
 - a. “You” will notify “us” promptly, but no later than 90 days after discovery by “you”, of such “identity theft event”;
 - b. Such notification must be made by calling the number provided in the “Summary”. “You” may also contact “us” at [xxx-xxx-xxxx]; and
 - c. “You” agree to follow “our” written instructions in order to mitigate potential “loss”. These will be provided to “you” in a claims kit. The instructions will include how to promptly notify major credit bureaus, the Federal Trade Commission’s Identity Theft Hotline and appropriate law enforcement agencies.
2. If an “identity theft event” occurs, “you” will also:
 - a. Submit to “us” the written proof of “loss” provided to “you” in a claims kit. “You” must also provide any other reasonable information or documentation that “we” may request;
 - b. Take all reasonable steps in order to mitigate “loss” resulting from an “identity theft event”. This includes but is not limited to, requesting a waiver of any applicable fees including loan application fees or credit bureau fees;
 - c. File a report with the police or appropriate law enforcement authority;
 - d. Provide all assistance and cooperation that “we” may require in the investigation and determination of any “identity theft event”. This includes but is not limited to:
 - (1) Immediately forwarding to “us” any notices, summons or legal papers received by “you” in connection with an “identity theft event” or the theft of “personal information”;
 - (2) Authorizing “us” to obtain records and other information with regard to any “identity theft event”. This includes permitting “us” to inspect “your” books and records;
 - (3) Cooperating with and helping “us” to enforce any legal rights that “you” and “we” may have against anyone who may be liable to “you”;



YOUR OBLIGATIONS, continued

- (4) Attending depositions, hearings and trials, securing and giving evidence;
- (5) Obtaining the attendance of witnesses with regard to any “identity theft event”; and
- (6) Answering “our” questions under oath at such times as may be reasonably required about any matter relating to the “Master Policy” or the “insured’s” “loss”. In such event, “your” answers under oath will be signed.

SECTION VI. CONDITIONS

1. **Assignment**

This “Summary” and all rights provided by this insurance cannot be assigned without “our” written consent.

2. **Bankruptcy**

The bankruptcy or insolvency of “you” or “your” estate does not relieve “us” of any of “our” obligations under the “Master Policy”.

3. **Changes**

Changes to the provisions of the “Master Policy” and this “Summary” may only be made by an endorsement “we” issue to “you” and that is made a part of the “Master Policy” and “your” “Summary”.

4. **Concealment, Misrepresentation or Fraud**

If “you” intentionally concealed or misrepresented a material fact concerning obtaining coverage under the “Master Policy”, then “your” coverage under the “Master Policy” will be void.

Coverage under the “Master 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 the “Master Policy”.

5. **Conformance to Statute**

If any part of the “Summary” conflicts with a statute of the State where it was issued, then that part of the “Summary” will be deemed amended so that it follows the statute.

6. **Coverage Territory**

Subject to its terms, conditions and exclusions, the “Master Policy” applies to an “identity theft event” occurring anywhere in the world. However, “we” will only pay for a “loss” incurred in:



CONDITIONS, continued

- a. The United States;
- b. Its Territories and Possessions; and
- c. Puerto Rico.

7. Duplicate Coverages

If “you” are enrolled in more than one (1) identity theft program that “we” or any of “our” affiliates insure, “we” will reimburse “you” under each program. However, “our” payment is subject to the applicable deductibles. Payment is also subject to limits of insurance under each program. In no event will the total amount “we” reimburse “you” under all of these programs combined exceed the actual amount of “your” “loss”.

8. Legal Action Against “Us”

No legal action may be brought or made against “us” under the “Master Policy” unless:

- a. There has been full compliance with all of the terms of the “Master Policy”.
- b. The action is brought within two (2) years after the date on which an “identity theft event” occurred.

9. Litigation

“You” will promptly advise “us” of the material facts of:

- a. Any pending or threatened investigation regarding the “Summary” by a governmental agency or authority;
- b. Any complaint filed against the parties with respect to the “Summary” by any governmental agency or authority; and
- c. Any pending or threatened litigation against “you” or “us” with respect to the “Master Policy”.

“You” will also promptly advise “us” of:

- a. The material facts of any pending or threatened litigation; or
- b. The existence of any criminal indictment or conviction against “you”,

which could adversely affect “our” ability to perform the obligations under the “Master Policy”.



CONDITIONS, continued

10. Other Insurance

- a. If “you” have other insurance that applies to a “loss” under the “Master Policy”, that other insurance will pay first. This includes homeowner’s and renter’s insurance. The “Master Policy” applies only to the amount of the “loss” that exceeds:
 - (1) The limit of insurance of “your” other insurance; and
 - (2) The total of all of “your” deductibles and any amounts that are self-insured under all such other insurance.
- b. In all events, “we” will not pay more than the Scheduled Limits of Insurance shown above.

11. Recoveries

Any recoveries “we” make, minus “our” cost to obtain them, after settlement of a “loss” under the “Master Policy” will be distributed as follows:

- a. First, to “you”, until “you” are reimbursed for any “loss” that was sustained by “you” that exceeds the Limit of Insurance and the deductible amount, if any;
- b. Then to “us”, until “we” are reimbursed for the settlement “we” made; and
- c. Then to “you” until “you” are 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 “our” benefit.

12. Transfers of Rights of Recovery Against Others to “Us”

If any person for whom “we” make a payment under the “Master Policy” has rights to recover from another person, then those rights are transferred to “us” to the extent of “our” payment. That person will:

- a. Do everything necessary to secure “our” rights; and
- b. Do nothing after an “identity theft event” to impair them.

SECTION VII. LIMITS OF INSURANCE

1. Subject to 2, below, the maximum “we” will pay per person for each “loss” will not exceed the applicable Limit of Insurance. This is shown in the provision entitled Scheduled Limits of Insurance shown above.
2. The Aggregate Limit of Insurance is the most “we” will pay for all “loss”, resulting from all “identity theft events” combined that first occurs during the “policy period”. This is shown in the provision entitled Scheduled Limits of Insurance shown above.



LIMITS OF INSURANCE, continued

3. All “loss” arising out of the same:

- a. Continuous;
- b. Related; or
- c. Repeated “identity theft event”;

will be subject to the terms, conditions, exclusions and Limits of Insurance in effect at the time the first “identity theft event” occurs. It will be deemed to arise out of 1 (one) occurrence. It will be treated as one (1) “loss”.

4. **ALL LEGAL COSTS ARE PART OF, AND NOT IN ADDITION TO, THE AGGREGATE LIMITS OF INSURANCE FOR EACH “INSURED”.**

SECTION VIII. – DEFINITIONS

1. “Actual lost income” means “your” actual lost wages that:

- a. Would have been earned for time reasonably and necessarily taken off from work; and
- b. While “you” were taken away from “your” place of work, as a result of an “identity theft event”.

The time away from work must be solely as a result of “your” efforts to correct records as to “your” true name or identity. This includes partial and whole days. Actual lost wages includes “your” compensation for vacation days. It includes discretionary days. It includes floating holidays. It includes paid personal days. It excludes “business” interruption or future earnings of a “self-employed person”. If “you” are “self-employed persons” the amount of “your” “actual lost income” will be based on “your” prior year tax returns.

2. “Business” means any employment, trade, profession or occupation.

3. “Computer attack” means the following acts:

- a. Receipt or transmission of malicious code, “unauthorized access” or “unauthorized use”; and
- b. Which results in copying, misappropriating or transmitting of “personal information” pertaining “you”.

It does not matter whether the act is intentional or unintentional. It does not matter if the act is hostile or otherwise. It does not matter the reason or motive of the “computer attack”.

4. “Computer system” means computer hardware, software, or firmware. It includes electronic data stored thereon, which are linked together through a network of two (2) or more computers, including such networks accessible through the Internet. “Computer system” will also include network infrastructure, input, output, processing, storage and off-line media libraries. It also includes those written computer network security policies and procedures.

5. “Identity theft event” means the fraudulent use of “your” “personal information”. “Identity theft event” includes “medical identity theft”.



DEFINITIONS, continued

An “identity theft event” does not include the theft or unauthorized or illegal use of “your” “business” name, d/b/a or any other method of identifying “your” “business” activity. All “loss” resulting from an “identity theft event(s)” will be treated as arising out of a single “identity theft event” occurring at the time of the first such “identity theft event”. The single event includes all “loss” arising from the same, continuous, related or repeated acts. “Loss” means the economic damages outlined in SECTION II. COVERAGES of the “Master Policy”:

- a. Resulting from an “identity theft event”; and
 - b. Occurring during the “policy period”.
6. “Insured” means person who is insured on record with “us” and who is covered under the “Master Policy” for an “identity theft event”. “ Insured” also means “you” or “your”.
7. “Loss” means the economic damages outlined in Section III - COVERAGES of this “policy” resulting from an “identity theft event” that occurred during the “policy period”.
8. “Medical identity theft” means the theft of “your” personal or health insurance information to:
- a. Obtain medical treatment;
 - b. Obtain pharmaceutical services;
 - c. Obtain medical insurance coverage; or
 - d. Submit false claims for medical services or goods.
9. “Participating Organization/Group” means a company that:
- a. Elects to offer coverage under the “Master Policy”;
 - b. Completes this Participating Organization Application and Agreement;
 - c. Is accepted by “us”; and
 - d. Remits required premium, when due.
10. “Personal Information” means:
- a. Non-public information from which an individual may be uniquely and reliably identified or contacted;
 - b. Information concerning an individual that would be considered “nonpublic personal information” within the meaning of Title V of the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat 1338); or
 - c. Information concerning an individual that would be considered “protected health information” within the Health Insurance Portability and Accountability Act of 1996 (as amended) and its implementing regulations.



DEFINITIONS, continued

“Personal information” includes an individual’s social security number, account numbers, account balances, account histories and passwords. This is without limitation.

11. “Policy” or “Master Policy” means the “Master Policy” and any attached endorsements. It includes the application with any attachments.
12. “Policy period” begins on the date premium payment is received and the coverage is acknowledged by “us” and is in effect for 12 months unless “you” cancel the insurance or “we” terminate the insurance per Section IX. Termination. In the event of cancellation or non-renewal of the “Master Policy”, the expiration date is the date specified in the cancellation or non-renewal notice.
13. “Self-employed person” means a person who:
 - a. Owns or operates his or her own “business”; and
 - b. Whose primary income is earned from such “business”.
14. “Suit” means a civil proceeding seeking money damages that is commenced by the service of a complaint or similar pleading.
15. “Unauthorized access” means the gaining of access to a “computer system” by an unauthorized person(s) or by an authorized person(s) in an unauthorized manner.
16. “Unauthorized use” means the use of a “computer system” by an unauthorized person(s) or by an authorized person(s) in an unauthorized manner.
17. “We”, “us” and “our” mean the company providing this insurance.

SECTION IX. TERMINATION

“Your” insurance terminates on the earliest to occur of the date:

1. The “Master Policy” terminates;
2. The “Participating Organization” terminates participation in the “Master Policy” ; or
3. “You” do not pay the premium when due.

There is no coverage for any “identity theft event” occurring after the effective date and time of “your” termination of insurance.

The “Master Policy” holder, “we” or an authorized representative will provide “you” with 45 days advanced written notice of the termination for any reason other than non-payment of premium. “We” will provide 15 days advanced written notice of termination for non-payment of premium when due. Such written notice shall be mailed via postage-prepaid first class mail to “you” at the address shown in the “policy” or “your” last address known to “us”.

At “our” sole discretion, “we” may extend coverage under the “Master Policy” on the same terms and premium rates beyond the expiration date for such period as is necessary for “us” to comply with this paragraph.



“Your” “policy period” will end on the effective date shown in the termination notice.

“You” can cancel coverage under the “Master Policy” by mailing or delivering to “us” a written notice of cancellation. The notice must state the date and time when the cancellation will be effective. However, “you” must send or deliver the written notice to “us” in advance of the date and time that the coverage will be cancelled. In such case, “you” will return the “Summary” by mail or delivery to “us” within seven (7) days of the effective date of cancellation. If the “Summary” is lost, “you” must return a properly executed Lost Policy Release within this seven (7) day period.

If “we” cancel the “Master Policy”, “we” will send “you” any premium refund that is due “you”. The amount of the refund will be calculated on a pro rata basis. If “you” cancel the coverage, the amount of the refund may be less. The premium refund will be sent by “us” to “you” within ten (10) days of the effective date of cancellation.