



GENERALI – U.S. BRANCH IDENTITY INSURANCE DECLARATIONS

POLICYHOLDER: The Prudential Insurance Company of America

POLICYHOLDER ADDRESS: 80 Livingston Avenue, Roseland, New Jersey 07068

POLICY NUMBER: GID-500001

POLICY PERIOD: January 1, 2019 to December 31, 2021 at 12:01 AM at the Policyholder's Address.

1. BENEFITS PROVIDED:

COVERAGES:

Costs for refiling applications/replacement documents
Costs of long distance phone calls and postage
Costs of notarizing affidavits or other similar documents
Child/Elder Care
Initial Legal Consultation
Additional Legal Costs
Loss of Income
Mental Healthcare Costs
Travel Costs
Credit Reports
Medical Records

LIMITS OF INSURANCE:

(Included)
(Included)
(Included)
\$500/day up to \$25,000
(Included)
(Included)
\$500/day up to \$25,000
\$1,000
\$5,000
(Included)
(Included)

2. PER OCCURRENCE:

\$1,000,000

3. PER PERSON:

\$1,000,000

4. AGGREGATE LIMIT OF LIABILITY:

\$20,000,000



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GENERALI IDENTITY INSURANCE

COVERAGE PART

This policy provides coverage through a “policy” with benefits to insureds. Please read the entire policy carefully to determine the “policyholder’s” and the insured’s right and duties and what is and what is not covered under this policy.

Throughout this “policy”, the terms “we”, “us” and “our” mean the company providing this insurance. “You”, “your” and “yours” refer to the “insured”. Other words and phrases that appear in quotation marks have special meaning and are defined in SECTION VIII – DEFINITIONS.

SECTION I – INSURING AGREEMENT

“We” will pay the “insured” for “loss” resulting from “identity theft events” first occurring during the “policy period” and reported to “us” in within 90 days of discovery by the “insured” or within six (6) months of an “identity theft event”, whichever is earlier.

SECTION II – COVERAGES

Note: All benefits are subject to the maximum amount stated in the attached Declarations for that benefit.

1. **Costs for refiling applications/replacement of documents:**

“We” will pay the actual costs incurred by the “insured” 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, including driver’s licenses, passports, birth certificates, marriage certificates and stock certificates.

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

“We” will pay the actual costs of long distance phone calls and/or postage incurred by the “insured” to law enforcement agencies, credit agencies, financial institutions, healthcare providers, merchants or other credit grantors in order to:

- a. report an “identity theft event”; and/or
- b. amend or rectify records as to the “insured’s” true name or identity.

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

“We” will pay the actual costs of notarizing affidavits or other similar documents incurred by the “insured” in order to report an “identity theft event” and/or amend or rectify records as to the “insured’s” true name or identity.

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

“We” will pay costs for care of elderly relatives or child care for which the “insured” incurred as a result of the “insured’s” efforts to amend or rectify records as to the “insured’s” true name or identity as a result of an “identity theft event”. Care must be provided by a professional care provider who is not a relative of the “insured”.

5. **Initial legal consultation:**



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

6. Additional legal costs:

"We" will pay the reasonable and necessary fees and expenses incurred by the "insured" with "our" consent for an attorney approved by "us". Legal fees and expenses include:

- a. Costs for an initial legal consultation;
- b. Defending any "suit" brought against the "insured" 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 an "identity theft event";
- c. Removing any civil judgment wrongfully entered against the "insured" solely as a result of an "identity theft event";
- d. Defending criminal charges brought against the "insured" as a result of an "identity theft event"; however, the fees and expenses are only paid after it has been established that the "insured" was not in fact the perpetrator;
- e. Contesting wrongfully incurred tax liability or the wrongful transfer of ownership of an "insured's" tangible property.

7. Loss of income:

"We" will pay the "actual lost income" that would have been earned for time reasonably and necessarily taken off work and away from the "insured's" work premises 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 as a result of the "insured's" efforts to amend or rectify records as to the "insured's" true name or identity as a result of an "identity theft event". Computation of lost wages for "self-employed persons" must be supported by, and will be based on, prior year tax returns.

8. Mental healthcare costs:

Subject to our prior consent, "we" will pay reasonable actual costs the "insured" incurs for counseling for shock, mental injury or mental anguish as a result of an "identity theft event". Such counseling must be provided by a licensed mental health professional care provider who is not a relative of the "insured".

9. Travel costs:

Subject to our prior consent, "we" will:

- a. pay costs for reasonable additional expenses (including but not limited to, gas, parking, airline tickets and/or rental car expenses) incurred by the "insured" in traveling to participate in the defense of "suits" brought against the "insured" by financial institutions, healthcare providers, merchants, other credit grantors or their collection agencies;
- b. participate in the criminal prosecution of the perpetrators of the "identity theft event";
- c. file in-person loss affidavits and civil or criminal complaints with local law enforcement in the jurisdiction in which the "identity theft event" occurred as required by local law; or
- d. visit a governmental agency or department of the United States, or of any state or territory of the United States, to rectify records.



10. **Credit Reports:**

"We" will pay the cost incurred by the "insured" of up to six (6) credit reports from established credit bureaus (with no more than two (2) reports from any one credit bureau).

11. **Medical Records:**

"We" will pay the costs incurred by the "insured" for ordering medical records for the purpose of amending and/or rectifying those documents.

SECTION III – EXCLUSIONS

This "policy" does not apply 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 if the "insured" that suffered a "loss" 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. Contract frustration including, but not limited to, all forms of non-performance of contractual obligations, import and/or export embargo, non-ratification of contracts, exchange transfer, calling of bonds and guarantees and force majeure indemnities;
- b. Failure or delay in delivery or supply of any form of property whatsoever, unless as a direct result of physical damage; and
- c. 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 this "policy".



6. Professional or Business

Any “business” activity, including without limitation, 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 ninety (90) days after the “identity theft event” is first discovered by the “insured”,
whichever is earlier.

10. Terrorism

Terrorism (whether declared or not and whether domestic or foreign) includes an unlawful act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious, or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

11. Theft by Immediate Family Members

Any “loss” caused by an immediate family member of the “insured” without signature authority, subject to the following:

- a. An immediate family member for purposes of this exclusion includes the following:
 - (1) A spouse (or analogous domestic partner recognized by law, such as a civil union);
 - (2) A “dependent” child of the “insured”; or
 - (3) A “dependent” child of the “insured’s” spouse;at the time of the “identity theft event”.
- b. The foregoing exclusion is not applicable provided the “insured” files a report with appropriate law enforcement authorities regarding the “identity theft event” within fourteen (14) days after the “insured’s” discovery of the “identity theft event”.



12. Voluntary Disclosure

The voluntary disclosure of any code or other security information that can be used to gain access to any of the “insured’s” accounts to someone 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 civil war, insurrection, act of foreign enemy, civil commotion, fractional civil commotion, military or usurped power, rebellion, revolution, invasion, hostilities or warlike operations or mutiny or any act or condition incident to war.

SECTION IV – OBLIGATIONS OF THE POLICYHOLDER

As a condition precedent to coverage under this “policy”, the “policyholder” will at all times have the duties and obligations set forth in this section. These duties and obligations are in addition to any obligations of the “insured” otherwise provided for under this “policy”. The “policyholder” will:

1. Allow “us” to examine and audit all of the “policyholder” records that relate to this “policy”. “We” may conduct the audits during regular business hours during the “policy period” and within three (3) years after the “policy period” ends;
2. Notify “us” in writing of a “computer attack” that may have resulted in the “unauthorized access” of “personal information” of an “insured”, such notice to be provided within five (5) business days of the “policyholder’s” discovery that a “computer attack” has occurred and, as soon as practicable, notify in writing any potentially affected “insured”;
3. Take all reasonable steps to use, design, maintain and upgrade its network and “computer system” security and to minimize “computer attacks” of its network and “computer system”;
4. As soon as practicable, notify the “insured” of its rights and obligations under this “policy” in a form approved by “us”;
5. Submit to “us” for the review and approval of any informational materials developed by the “policyholder” with respect to the “policy” or “policy” benefits. This shall specifically include, but not be limited to, any materials that refer, directly or indirectly, to Assicurazioni Generali – United States Branch, or the existence of the “policy” issued to the “policyholder”;
6. Comply with all applicable privacy laws and regulations including, without limitation, all laws and regulations relating to the collection, maintenance and dissemination of “personal information”.

SECTION V – OBLIGATIONS OF THE INSURED

As a condition precedent to coverage under this “policy”, the “insured” will at all times have the following duties and obligations. These duties and obligations are in addition to any obligations of the “policyholder” otherwise provided for under this “policy”:

1. If an “identity theft event” occurs, the “insured” will notify “us” promptly, but no later than 90 days after discovery by the “insured”, of such “identity theft event”. Notification must be made by calling the number provided in the Summary Description of Benefits, or contacting “us” at [xxx-xxx-xxxx]. The “insured” agrees to follow “our” written instructions to mitigate potential “loss”, which will be provided



to the “insured” 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.

2. If an “identity theft event” occurs, the “insured” will also:
 - a. Submit to “us” the written proof of “loss” provided to the “insured” in a claims kit, and provide any other reasonable information or documentation that “we” may request;
 - b. Take all reasonable steps to mitigate “loss” resulting from an “identity theft event” including, but 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”, including but not limited to:
 - (1) Immediately forwarding to “us” any notices, summons or legal papers received by the “insured” 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 the “insured’s” books and records including, but not limited to, obtaining any mental health records as required;
 - (3) Cooperating with and helping “us” to enforce any legal rights that the “insured” and “we” may have against anyone who may be liable to the “insured”;
 - (4) Attending depositions, hearings and trials, securing and giving evidence, and obtaining the attendance of witnesses with regard to an “identity theft event”;
 - (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, the “insured’s” answers under oath will be signed.

SECTION VI – CONDITIONS

1. Assignment

This “policy” and all rights provided by this insurance are not assignable without “our” written consent.

2. Bankruptcy

The bankruptcy or insolvency of the “insured” or the “insured’s” estate will not relieve “us” of any obligation under this “policy”.

3. Changes

Changes to the provisions of this “policy” will be made only by endorsement “we” issue and made a part of this “policy”.

4. Concealment, Misrepresentation or Fraud



This “policy” will be cancelled if the “policyholder” intentionally conceals or misrepresents a material fact concerning this “policy”. In addition, coverage under this “policy” will also be cancelled for any one “insured” if that “insured” intentionally conceals or misrepresents a material fact concerning:

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

Cancellation will be handled in accordance with SECTION IX.

5. Conformance to Statute

To the extent a term of this “policy” conflicts with a statute of the State within which this “policy” is issued, the term will be deemed amended so as to conform to the statute.

6. Coverage Territory

Subject to its terms, conditions and exclusions, this “policy” applies to an “identity theft event” occurring anywhere in the world, but “we” will only pay for “loss” incurred in the United States, its Territories and Possessions, and Puerto Rico.

7. Duplicate Coverages

Should the “insured” be enrolled in more than one (1) identity theft program insured by “us” or any of “our” affiliates, “we” will reimburse the “insured” under each program. This payment is subject to the applicable deductibles and limits of insurance of the “insured” under the applicable program. In no event will the total amount reimbursed to the “insured” under all programs combined exceed the actual amount of “loss”.

8. Legal Action 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 after the date on which an “identity theft event” occurred.

9. Litigation

The “policyholder” will promptly advise “us” of the material facts of:

- a. Any pending or threatened investigation with respect to the “policy” by a governmental agency or authority;
- b. Any complaint filed against the parties with respect to the “policy” by any governmental agency or authority;
- c. Any pending or threatened litigation against the “policyholder” or “us” with respect to the “policy”.

The “policyholder” 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 the “policyholder” or its senior management,

which could adversely affect the “policy” or either the “policyholder’s” or “our” ability to perform the obligations under this “policy”.

10. Other Insurance

- a. This “policy” is excess over any other insurance (including, without limitation, homeowner’s or renters insurance), product liability, extended services agreement or contract. If the “insured” has other insurance that applies to a “loss” under this “policy”, the other insurance will pay first. This “policy” applies to the amount of “loss” that is in excess of:
 - (1) The limit of Insurance of the “insured’s” other insurance;
 - (2) The total of all the “insured’s” deductibles and self-insured amounts under all such other insurance.
- b. In all events, “we” will not pay more than the Aggregate Limit of Liability specified in item 2 of the Declarations.

11. Proprietary Rights

Except as provided herein, this “policy” does not confer upon either party any interest in or right to use any trademark, service mark or other intellectual property right of the other party hereto or its affiliates (collectively referred to as such party’s “Intellectual Property Rights”) in connection with the “policy” or for any other purpose unless a party receives the prior written consent of the other party hereto, which consent may be granted or withheld in a party’s sole discretion. Upon termination of this “policy”, each party will immediately cease and discontinue all use of the other party’s Intellectual Property Rights. In no event may any party or any affiliated person or entity utilize any other party’s Intellectual Property Rights in connection with any products or services other than the “policy”.

12. Recoveries

Any recoveries, less the cost of obtaining them, made after settlement of “loss” covered by this “policy” will be distributed as follows:

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

13. Titles of Paragraphs



Titles of paragraphs are inserted solely for convenience of reference and will not be deemed to limit, expand or otherwise affect the provisions to which they relate.

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

If any person for whom “we” make a payment under this “policy” has rights to recover from another, those rights are transferred to “us” to the extent of “our” payment. That person will do everything necessary to secure “our” rights and will 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 “insured” for each “loss” will not exceed the applicable Limit of Insurance shown in the Declarations.
2. The Aggregate Limit of Liability specified in item 2 of the Declarations is the most “we” will pay for all “loss”, resulting from all “identity theft events” combined first occurring during the “policy period”.
3. All “loss” arising out of the same, continuous, related or repeated “identity theft event” will be subject to the terms, conditions, exclusions and Limits of Insurance in effect at the time the first such “identity theft event” occurs and will be deemed to arise out of one occurrence and 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 actual lost wages that would have been earned for time reasonably and necessarily taken off work and away from the “insured’s” work premises, whether partial or whole days, solely as a result of the “insured’s” efforts to amend or rectify records as to the “insured’s” true name or identity as a result of an “identity theft event”. Actual lost wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days and excludes “business” interruption or future earnings of a “self-employed person”. Computation of lost wages for “self-employed persons” must be supported by, and will be based on, prior year tax returns.
2. “Business” means any employment, trade, profession or occupation.
3. “Computer attack” means receipt or transmission of malicious code, “unauthorized access” or “unauthorized use”, whether intentional or unintentional, hostile or otherwise and regardless of whether the perpetrator is motivated for profit, which results in copying, misappropriation or transmission of “personal information” pertaining to an “insured”.
4. “Computer system” means computer hardware, software, firmware, including 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, as well as those written policies and procedures applicable to the security of a computer network.
5. “Dependents” means unmarried children from the moment of birth, including natural children, stepchildren and adopted children, who are primarily dependent upon an “insured” for maintenance and support, and who are under age 19 or under age 26 if enrolled as a full-time student, or unmarried children regardless of age who are incapable of self-support because of a mental or physical disability.



6. "Domestic Partner" means the mentally-competent partner of an "insured", either of the same or the opposite sex who is at least 18 years of age and has met all of the following requirements for at least six (6) months:
 - a. Resides with the "insured"; and
 - b. Shares financial assets and obligations with the "insured".

"We" may require proof of the "domestic partner" relationship in the form of a signed and completed affidavit of domestic partnership.

7. "Identity theft event" means the fraudulent use of the "insured's" "personal information". "Identity theft event" includes "medical identity theft". "Medical identity theft" means the theft of the "insured's" personal or health insurance information to obtain medical treatment, pharmaceutical services or medical insurance coverage or to submit false claims for medical services or goods. An "identity theft event" does not include the theft or "unauthorized use" or illegal use of the "insured's" "business" name, d/b/a or any other method of identifying the "insured's" "business" activity. All "loss" resulting from an "identity theft event(s)" and arising from the same, continuous, related or repeated acts will be treated as arising out of a single "identity theft event" occurring at the time of the first such "identity theft event".
8. "Insured" means each natural person on record with "us" as enrolled in a "membership program" of the "policyholder" at the time of an "identity theft event". Depending on the type of "membership program" selected, "insured" may include a "spouse", "domestic partner" or "dependents".
9. "Loss" means the economic damages outlined in SECTION II - COVERAGES of this "policy" resulting from an "identity theft event" that occurred during the "policy period".
10. "Membership program" means each program sponsored by the "policyholder" and specifically listed by endorsement as a covered program under this "policy".
11. "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 (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.

"Personal information" includes, without limitation, an individual's social security number, account numbers, account balances, account histories and passwords.

12. "Policy" means this group "policy" and any endorsement attached hereto, together with the application and any attachments thereto.
13. "Policy period" means the period commencing on the effective date specified in the Declarations. This period ends on the expiration date specified in the Declarations or, in the event of cancellation or nonrenewal of this "policy", then the date specified in such cancellation or non-renewal notice.



14. "Policyholder" means the entity named as such in the Declarations to which this "policy" is issued.
15. "Self-employed person" means a person who owns or operates his or her own "business" and whose primary income is earned from such "business".
16. "Spouse" means two legally wed individuals including "domestic partner" as defined in this "policy".
17. "Suit" means a civil proceeding seeking money damages that is commenced by the service of a complaint or similar pleading.
18. "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.
19. "Unauthorized use" means the use of a "computer system" by an unauthorized person(s) or by an authorized person(s) in an unauthorized manner.

SECTION IX – CANCELLATION, TERMINATION AND NON-RENEWAL

1. This "policy" will terminate on the expiration date specified in the "policy period" shown in the Declarations page. Notwithstanding, in the event of cancellation or non-renewal of this "policy", the "policy" terminates on the date specified in such notice of cancellation or nonrenewal. There is no coverage for any "identity theft event" occurring after the effective date and time of such expiration, cancellation or non-renewal. Termination of this "policy" will not reduce or eliminate the period within which the "insured" must report to "us" an "identity theft event".
2. If "we" cancel or non-renew this "policy", such notice of cancellation or non-renewal shall be sent by a first-class tracking method to the "policyholder" at the mailing address shown in the Declarations. The notice will include the effective date of such cancellation or non-renewal and the reason for the cancellation or non-renewal. Proof of mailing shall be sufficient proof of notice.



3. **Cancellation:**

- a. During the first forty-five (45) days that the “policy” is in effect, “we” may cancel this “policy” if the risk does not meet “our” underwriting standards by mailing to the “policyholder” written notice at least:
 - (1) Fifteen (15) days before the effective date of cancellation if “we” cancel for nonpayment of premium; or
 - (2) Thirty (30) days before the effective date of cancellation if “we” cancel because the risk does not meet “our” underwriting standards.
- b. After the “policy” has been in effect for more than forty-five (45) days, “we” may cancel the policy for the following reasons only:
 - (1) Nonpayment of premium;
 - (2) If there has been a material misrepresentation of fact which if known to “us” would have caused “us” to not issue the “policy”; or
 - (3) If the risk has changed substantially since the “policy” was issued.

4. **Non-Renewal:**

“We” may elect to non-renew this “policy”. “We” may do so by mailing to the “policyholder” notice of non-renewal at least forty-five (45) days before the expiration of the insurance.

At our sole and absolute discretion, “we” may extend this “policy” on the same terms and rates beyond the expiration date set forth in the Declarations for such period as is necessary for “us” to comply with this paragraph.

The “policy period” will end on the date specified in the cancellation or non-renewal notice.

5. The “policyholder” may cancel this “policy” by mailing or delivering to “us” advance written notice of cancellation setting forth the date and time thereafter during the “policy period” on which the cancellation will be effective. In such case, the “policyholder” will return the “policy” or a properly executed Lost Policy Release by mail or delivery to “us” within seven (7) days of the effective date of cancellation.
6. If “we” or “you” cancel this “policy”, “we” will send the “you” any premium refund due and the refund will be pro rata. The premium refund will be tendered by “us” within ten (10) days of the effective date of cancellation regardless of who initiates the cancellation.

SECTION X – CANCELLATION OF MEMBERSHIP

After the cancellation, termination or expiration of the “insured’s” individual membership in the “membership program”, any coverage under this “policy” for that “insured” is terminated. There is no coverage for that “insured” for any “identity theft event” occurring after the effective date and time of such termination.



**GENERALI – U.S. BRANCH
MISCELLANEOUS COSTS
COVERAGE PART ENDORSEMENT**

This endorsement modifies insurance provided under the following:

GENERALI (IDENTITY INSURANCE)

Schedule:

Limit	\$10,000
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SECTION II – COVERAGES, is amended to include the following at the end thereof:

Miscellaneous Costs:

Subject to the maximum amount stated in the schedule above, “we” will pay the additional costs to “enrolled agents” or “outside consultants” incurred solely at the direction of an “authorized resolution services provider” required in remediation of an “identity theft event”.

“Authorized resolution services provider” means the service provider with whom “we” have contracted to coordinate and provide services needed to resolve an “identity theft event”.

“Enrolled Agent” means an “outside consultant” that is approved to represent taxpayers before the Internal Revenue Service by either passing a three-part comprehensive IRS test covering individual and business tax returns, or through experience as a former IRS employee.

“Outside consultants” includes, but is not limited to, private investigators, forensic accountants, or other such experts that the “authorized resolution services provider” deems required for remediation of an “identity theft event”.



GENERALI – U.S. BRANCH
STOLEN BAG
COVERAGE PART ENDORSEMENT

This endorsement modifies insurance provided under the following:

GENERALI (IDENTITY INSURANCE)

Schedule:

Limit	\$1,000 with a maximum limit of \$250 on cash
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SECTION II – COVERAGES, is amended to include the following at the end thereof:

Stolen Handbag, Purse or Wallet:

Subject to the maximum amount stated in the schedule above, “we” will pay the cost of replacing the “insured’s” stolen handbag, purse, wallet, and/or similar container for the purpose of carrying small personal items, identifying documents and cash, as well as the cash contained therein, provided that:

1. the theft included several of the “insured’s” credit cards or other personal information relating to the “insured”;
2. the theft occurs during the “policy period”;
3. the theft is reported to law enforcement authorities within twenty-four (24) hours of the incident; and
4. this benefit is not recoverable under any other insurance including but not limited to homeowners or renters insurance.

No other contents of the purse or wallet are covered. Replacement of cash will be limited to only the face value of any stolen currency. Gift cards, promotional cards, or other prepaid payment devices and their value are expressly excluded from coverage. There is a limit of one reimbursement per stolen identity event.



GENERALI – U.S. BRANCH
STOLEN FUNDS
COVERAGE PART ENDORSEMENT

This endorsement modifies insurance provided under the following:

GENERALI (IDENTITY INSURANCE)

Schedule:

Limit	\$100,000
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SECTION II – COVERAGES, is amended to include the following at the end thereof:

Stolen Funds Coverage:

Subject to the maximum amount stated in the schedule above, “we” will reimburse the “insured” for a “stolen funds loss” as a result of an “unauthorized electronic funds transfer”. The “stolen funds loss”: (i) must first occur during the “policy period”; and (ii) be reported to “us” in writing within ninety (90) days of the discovery of such “unauthorized electronic funds transfer”.

“Access device” means a card, code or other means of access to an “account” of the “insured”, or any combination thereof that may be used by the “insured” to initiate a “funds transfer”.

“Account” means a checking, savings, money market, brokerage, or credit card “account” of the “insured” held directly or indirectly by a “financial institution” and established primarily for personal, family or household purposes.

“Financial institution” means a bank, savings association, credit union, credit institution or company issuing credit, or any other person that directly or indirectly holds an “account” belonging to an “insured”.

“Funds transfer” means a transfer of funds, including one initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing or authorizing a “financial institution” to debit or credit an “insured’s” “account”. “Funds transfer” includes, but is not limited to, point-of-sale transfers, automated teller machine transfers, direct deposits or withdrawals of funds, transfers initiated by telephone, and transfers resulting from debit or credit card transactions, whether or not initiated through an electronic terminal.

“Stolen funds loss” means the principal amount, exclusive of interest and fees, incurred by the “insured” and caused by an “unauthorized electronic funds transfer”. “Stolen funds loss” does not include any amount for which the “insured” did not seek reimbursement from the “financial institution” holding the “account” from which the funds were stolen, or for purposes of fraudulent tax refunds, from the U.S. Internal Revenue Service or the taxing authority of any state in the United States of America or the

District of Columbia. Furthermore, "stolen funds loss" does not include any amount for which the "insured" received reimbursement from any source.

"Unauthorized electronic funds transfer" means a "funds transfer" from an "insured's" "account" initiated by a person other than the "insured" without the actual authority to initiate the transfer and from which the "insured" receives no benefit. An "unauthorized electronic funds transfer" also includes a "funds transfer" that consists of a tax refund obtained or secured by the filing of a fraudulent tax return with the U.S. Internal Revenue Service or the taxing authority of any state in the United States of America or the District of Columbia. An "unauthorized electronic funds transfer" does not include an electronic "funds transfer" initiated: (i) by a person who was furnished with an "access device" to the "insured's" "account", unless the "insured" has notified the "financial institution" holding the "account" prior to the "unauthorized electronic funds transfer" that such person is no longer authorized to access the "account", (ii) with fraudulent intent by the "insured" or any person acting in concert with the "insured", (iii) or by a "financial institution" or its employee(s).