



## COLORADO SPECIAL DISTRICTS PROPERTY & LIABILITY POOL

### IDENTITY THEFT RECOVERY COVERAGE DECLARATION

<b>Member</b>	“Member” means any employee of the district who is not a temporary employee and any member of the district’s Board of Directors. A “temporary employee” is a person who works full or part-time for the district, but who has been engaged only for a defined period of time or a specific assignment. Member district must participate in the Crime coverage through the Colorado Special Districts Property and Liability Pool as a precedent to this coverage.
<b>Insurance Carrier</b>	The Hartford Steam Boiler Inspection & Insurance Company
<b>Limits</b>	\$25,000 Annual Aggregate per Member
<b>Term</b>	January 1, 2018 to January 1, 2019
<b>Coverage Trigger</b>	Coverage is provided on a discovery basis with a 60-day reporting requirement
<b>Coverage</b>	Reimbursement coverage for expenses arising from a defined “Identity Theft” event, including: Legal costs to defend a civil suit or remove a civil judgment arising from identity theft; phone; postage; shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling. This coverage does not reimburse the Member for monies stolen or fraudulently charged to the Member, or civil judgments against the Member. These monies are usually recoverable directly from the financial institution.
<b>Sub-Limits</b>	Do not reduce the available limit
<b>\$5,000</b>	Lost Wages & Child/Elder Care
<b>\$1,000</b>	Mental Health Counseling
<b>\$1,000</b>	Out-of-Pocket expenses: legal fees for answer of civil judgments and defense of criminal charges, phone, postage, shipping fees, notary & filing fees and credit bureau reports
<b>Claims</b>	For recovery assistance and counseling, please call 1-800-945-4617

*This certificate is made and is mutually accepted by the Pool and the Named Member subject to all terms which are made a part of the Hartford Steam Boiler Identity Recovery Coverage Ref. No. 2008-034-05*

*This certificate represents only a brief summary of coverages. Please refer to the Master Policy Document for actual coverage, terms, condition and exclusions.*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **IDENTITY RECOVERY COVERAGE**

### **IDENTITY THEFT CASE MANAGEMENT SERVICE AND EXPENSE REIMBURSEMENT**

The following is added as an Additional Coverage:

#### **IDENTITY RECOVERY COVERAGE**

We will provide the Case Management Service and Expense Reimbursement Coverage indicated below if all of the following requirements are met:

1. There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this policy; and
2. Such "identity theft" is first discovered by the "identity recovery insured" during the policy period for which this Identity Recovery coverage is applicable; and
3. Such "identity theft" is reported to us within 60 days after it is first discovered by the "identity recovery insured."

If all three of the requirements listed above have been met, then we will provide the following to the "identity recovery insured":

#### **1. Case Management Service**

Services of an "identity recovery case manager" as needed to respond to the "identity theft"; and

#### **2. Expense Reimbursement**

Reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft."

This coverage is additional insurance.

#### **EXCLUSIONS**

The following additional exclusions apply to this coverage:

We do not cover loss or expense arising from any of the following.

1. The theft of a professional or business identity.
2. Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any authorized representative of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion shall not apply to the interests of an "identity recovery insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.
3. An "identity theft" that is not reported in writing to the police.

#### **LIMITS**

Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Service do not reduce the amount of limit available for Expense Reimbursement coverage.

Expense Reimbursement coverage is subject to a limit of \$25,000 annual aggregate per "identity recovery insured." Regardless of the number of claims, this limit is the most we will pay for the total of all loss or expense arising out of all "identity thefts" to any one "identity recovery insured" which are first discovered by the "identity recovery insured" during a 12-month period starting with the beginning of the present annual policy period. If an "identity theft" is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such "identity theft" will be subject to the aggregate limit applicable to the policy period when the "identity theft" was first discovered.

Legal costs as provided under item d. of the definition of "identity recovery expenses" are part of, and not in addition to, the Expense Reimbursement coverage limit.

Item e. (Lost Wages) and item f. (Child and Elder Care Expenses) of the definition of "identity recovery expenses" are jointly subject to a sublimit of \$5,000. This sublimit is part of, and not in addition to, the Expense Reimbursement coverage limit. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."

Item g. (Mental Health Counseling) of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Expense Reimbursement coverage limit. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."

Item h. (Miscellaneous Unnamed Costs) of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Expenses Reimbursement coverage limit. Coverage is limited to costs incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."

#### **DEDUCTIBLE**

Case Management Service and Expense Reimbursement coverage are not subject to a deductible.

## CONDITIONS

The following additional conditions apply to this coverage:

### A. Assistance and Claims

For assistance, the "identity recovery insured" should call the **Identity Recovery Help Line** at **1-800-945-4617**.

The **Identity Recovery Help Line** can provide the "identity recovery insured" with:

1. Information and advice for how to respond to a possible "identity theft"; and
2. Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an "identity recovery insured" prior to a determination that a covered "identity theft" has occurred. Our provision of such services is not an admission of liability under the policy. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identity theft" has not occurred.

As respects Expense Reimbursement Coverage, the "identity recovery insured" must send to us, within 60 days after our request, receipts, bills or other records that support his or her claim for "identity recovery expenses."

### B. Services

The following conditions apply as respects any services provided by us or our designees to any "identity recovery insured" under this endorsement:

1. Our ability to provide helpful services in the event of an "identity theft" depends on the cooperation, permission and assistance of the "identity recovery insured."
2. All services may not be available or applicable to all individuals. For example, "identity recovery insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
3. We do not warrant or guarantee that our services will end or eliminate all problems associated with an "identity theft" or prevent future "identity thefts."

## DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added:

1. **"Identity Recovery Case Manager"** means one or more individuals assigned by us to assist an "identity recovery insured" with communications we deem necessary for re-establishing the

integrity of the personal identity of the "identity recovery insured." This includes, with the permission and cooperation of the "identity recovery insured," written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.

2. **"Identity Recovery Expenses"** means the following when they are reasonable and necessary expenses that are incurred as a direct result of an "identity theft":
  - a. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft."
  - b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of your efforts to report an "identity theft" or amend or rectify records as to your true name or identity as a result of an "identity theft."
  - c. Costs for credit reports from established credit bureaus.
  - d. Fees and expenses for an attorney approved by us for the following:
    - (1) The defense of any civil suit brought against an "identity recovery insured."
    - (2) The removal of any civil judgment wrongfully entered against an "insured."
    - (3) Legal assistance for an "identity recovery insured" at an audit or hearing by a governmental agency.
    - (4) Legal assistance in challenging the accuracy of the "identity recovery insured's" consumer credit report.
    - (5) The defense of any criminal charges brought against an "identity recovery insured" arising from the actions of a third party using the personal identity of the "identity recovery insured."
  - e. Actual lost wages of the "identity recovery insured" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.
  - f. Actual costs for supervision of children or elderly or infirm relatives or dependants of the "identity recovery insured" during time reasonably and necessarily taken away from

such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured."

g. Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured."

h. Any other reasonable costs necessarily incurred by an "insured" as a direct result of the "Identity theft." Such costs include:

(1) Costs by the "insured" to recover control over his or her personal identity.

(2) Deductibles or service fees from financial institutions.

Such costs do not include:

(3) Costs to avoid, prevent or detect "ID theft" or other loss.

(4) Monies lost or stolen.

(5) Costs that are restricted or excluded elsewhere in this endorsement or policy.

3. **"Identity Recovery Insured"** means any employee of the entity insured under this policy who is not a temporary employee and any member of the entity's board of directors. A temporary employee is a person who works full or part-time for the insured entity, but who has been engaged only for a defined period of time or a specific assignment.

An "identity recovery insured" must always be an individual person. The entity insured under this policy is not an "identity recovery insured."

4. **"Identity Theft"** means the fraudulent use of the social security number or other method of identifying an "identity recovery insured." This includes fraudulently using the personal identity of an "identity recovery insured" to establish credit accounts, secure loans, enter into contracts or commit crimes.

"Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

All other provisions of this policy apply.