



Certificate of Insurance for the Identity Fraud Expense Coverage Master Policy

This Certificate of Insurance is a coverage description intended to provide important information about the protection available to an **Insured Person** under the Identity Fraud Expense Coverage Master Policy (the "Master Policy"). Keep this coverage description for your records. This coverage description is not an insurance policy and does not amend, extend or alter the coverage afforded by the Master Policy described herein. Terms shown in **bold** in this coverage description are defined in the Master Policy. The insurance afforded by the Master Policy as described herein is subject to all the terms, exclusions and conditions of such Master Policy. The policy period is specified in the Master Policy.

The Master Policy has been issued to
Name / Address
(the "**Master Policy Holder**")

Policy Number:
underwritten by

Travelers Casualty and Surety Company of America
Hartford, CT 06183 ("Travelers")

to provide insurance to an **Insured Person** for as described in this Certificate

- Limit of Insurance

For any one loss:

Limit of Insurance = \$10,000

Deductible = \$-0-

- General Information

Should you have any questions regarding the **Membership Program** provided by the **Master Policy Holder**, or wish to view a complete copy of the Master Policy, please call for general information at **1-800-877-8862**

(insert customer service phone number and/or email address)

- Filing a Claim

To file a claim under the Master Policy, please contact:
Travelers Casualty and Surety Company of America
Bond Claim Department
1-800-842-8496
St. Paul Travelers
Claim Department 04PB
One Tower Square
Hartford, Connecticut 06183-9062

INSURING AGREEMENT

(1) IDENTITY FRAUD EXPENSE COVERAGE

To reimburse an **Insured Person** for **Expenses** incurred by the **Insured Person** as the direct result of any one **Identity Fraud** commenced during the policy period.

Only an **Insured Person** will be entitled to coverage under this Insuring Agreement (1).

CONDITIONS

1. Definitions:

(a) "**Expenses**" means

- (i) Costs for notarizing fraud affidavits or similar documents for financial institutions or similar credit grantors or credit agencies that have required that such affidavits be notarized.
- (ii) Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
- (iii) Lost wages as a result of time taken off from work to meet with, or talk to, law enforcement agencies, credit agencies and/or legal counsel, to complete fraud affidavits, or due to wrongful incarceration arising solely from someone having committed a crime in the **Insured Person's** name up to a maximum payment of \$500 per week for a maximum period of four weeks. Lost wages shall not apply in the case of wrongful incarceration absent all charges being dropped or an acquittal.
- (iv) Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- (v) Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual **Identity Fraud**.
- (vi) Reasonable attorney fees incurred, with the Company's prior consent, for:
 - (a) defense of lawsuits brought against the **Insured Person** by merchants or their collection agencies,
 - (b) the removal of any criminal or civil judgments wrongly entered against an **Insured Person**, and
 - (c) challenging the accuracy or completeness of any information in a consumer credit report.

(b) "**Identity Fraud**" means the act of knowingly transferring or using, without lawful authority, a means of identification of an **Insured Person** with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of Federal law or a felony under any applicable state or local law.

(c) "**Insured Person**" means any natural person who is currently subscribed to a **Membership Program** or affinity group that has been specifically expanded by the **Master Policy Holder** to include the protection afforded by the Master Policy.

(d) "**Master Policy Holder**" means

(e) "**Membership Program**" means a membership program sponsored by the **Master Policy Holder** and that is specifically named within an endorsement attached to the Master Policy.

(f) "**Policy Period**" means September 1, 2005, while you have a policy in force with UHP&C, until terminated.

2. Exclusions

The Master Policy does not apply:

- (a) to loss due to any fraudulent, dishonest or criminal act by an **Insured Person** or any person acting in concert with an **Insured Person**, or by any authorized representative of an **Insured Person**, whether acting alone or in collusion with others;
- (b) to loss other than **Expenses**;
- (c) to an **Identity Fraud** that commenced, or **Expenses** incurred, when an individual was not an **Insured Person**.
- (d) to loss due to nuclear reaction, nuclear radiation or radioactive contamination, or due to any act or condition incident to any of the foregoing; or
- (e) to loss due to war, whether or not declared, civil war, insurrection, rebellion, revolution, or to any act or condition incident to any of the foregoing.

3. **Policy Period - Discovery** – The Master Policy applies only to **Identity Fraud**, occurring anywhere in the world, which is either commenced during, or occurs wholly during, the **Policy Period** and is reported to the Company during the **Policy Period** or within 30 days following the termination of either

(a) the Master Policy; or

(b) membership of the **Insured Person** in a **Membership Program**.

4. **Limits of Insurance** - Under Insuring Agreement (1), the limit of the Company's liability per **Insured Person** for loss covered under the Master Policy shall not exceed the applicable Limit of Insurance shown in the Declarations. Under the Master Policy, all losses incidental to an act or series of related acts or arising from the same method of operation, whether committed by one or more persons, shall be deemed to arise out of one occurrence and shall be treated as one loss. However, solely with respect to Insuring Agreement (1), should one such act cause a covered loss to more than one **Insured Person**, the available Limit of Insurance under the Master Policy and the deductible amount shall apply to each **Insured Person** separately.

Regardless of the number of **Membership Programs** that an **Insured Person** is a member of, the Company's liability to such **Insured Person** for loss covered under the Master Policy shall not exceed the applicable Limit of Insurance shown in the Declarations.

5. **Deductible** - The Company shall be liable only for the amount by which any loss exceeds the applicable Deductible Amount as shown in the Declarations. This Deductible Amount applies to each and every loss and shall have no aggregate limitation.

6. **Recoveries** - Any recoveries, less the cost of obtaining them, made after settlement of loss covered by the Master Policy will be distributed as follows:

(a) first, to the **Insured Person**, until the **Insured Person** is reimbursed for any loss that was sustained by the **Insured Person** that exceeds the Limit of Insurance and the Deductible Amount, if any;

(b) then to the Company, until the Company is reimbursed for the settlement made; and

(c) then to the **Insured Person** until the **Insured Person** 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 the Company's benefit.

7. **Ownership Interests Covered** - This Policy shall be for the sole use and benefit of the **Insured Persons** and the **Master Policy Holder**. It provides no rights or benefits to any other person, entity, or organization.

8. **Insured Person's Duties When Loss Occurs** – Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim under the terms of the Master Policy, the **Insured Person** shall give notice thereof as soon as practicable to the Company, and file detailed proof of loss, duly sworn to, with the Company within four months after the discovery of loss. If the loss involves a violation of law, the **Insured Person** shall also notify the police.

Upon the Company's request, the **Insured Person** shall submit to examination by the Company, subscribe the same, under oath if required, and produce for the Company's examination all pertinent records, all at such reasonable times and places as the Company shall designate, and shall cooperate with the Company in all matters pertaining to loss or claims with respect thereto. Compliance with all terms and conditions of the Master Policy are conditions precedent to recovery under the Master Policy.

The **Insured Person** shall keep books, receipts, bills and other records in such manner that the Company can accurately determine therefrom the amount of any loss. At any time subsequent to the reporting thereof to the Company, the Company may examine and audit the **Insured Person's** books and records as they relate to a loss under the Master Policy.

9. **Other Insurance** - If there is any other valid and collectible insurance which would apply in the absence of the Master Policy, the insurance under the Master Policy shall apply only as excess insurance over such other insurance.

10. **Action Against Company** - No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all terms of the Master Policy, nor until 90 days after the required proof of loss has been filed with the Company, nor at all unless commenced within two years from the date when the **Insured Person** first discovers the loss. If any limitation of time for notice of loss or any legal proceeding herein contained is shorter than that permitted to be fixed by agreement under any statute controlling the construction of the Master Policy, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

11. **Subrogation** - In the event of any payment under the Master Policy, the Company shall be subrogated to all the **Insured Person's** rights of recovery therefor against any person or organization, and the **Insured Person** shall execute and deliver instruments and papers and shall take whatever other actions are necessary to secure such rights for the Company. The **Insured Person** shall not take any action after the discovery of any loss that would prejudice such rights.

12. **Changes** - Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of the Master Policy or stop the Company from asserting any right under the terms of the Master Policy; nor shall the terms of the Master Policy be waived or changed, except by endorsement issued by the Company and made to form a part of the Master Policy.

13. **Assignment** - Assignment of interest under the Master Policy shall not bind the Company until its consent is endorsed herein.

14. **Concealment or Misrepresentation** - The Master Policy is void as to any **Insured Person** if, at any time, said **Insured Person** intentionally conceals or misrepresents a material fact concerning either the insurance afforded by the Master Policy or a claim under the Master Policy.