



ZURICH®

Personal Identity Coverage Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.

Named Insured and Mailing Address:

AS PER CERTIFICATE OF INSURANCE

Producer:

Williams Underwriting Group, a division of Maverick Insurance, LLC
P. O. Box 1086
New Albany, IN 47151-1086

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Mississippi Real Estate Brokers Professional Liability Insurance Policy

In consideration of the premium charged, it is hereby understood and agreed that:

Solely with respect to the coverage provided by this endorsement, the policy is amended as follows:

1. The Declarations Page is amended to add the following:

Limits of Liability		Deductibles	
Personal Identity Coverage			
Aggregate Limit	\$ 25,000	Each wrongful act deductible:	\$ 0
Sublimits of Liability			
Initial Legal Consultation	\$ 250	Each wrongful act deductible:	\$ 0
Lost Wages per Week	\$ 1,000	Each wrongful act deductible:	\$ 0
Travel Expenses	\$ 500	Each wrongful act deductible:	\$ 0
Elder Care and Child Care	\$ 1,000	Each wrongful act deductible:	\$ 0

2. Section I. - INSURING AGREEMENTS, is amended to add the following:

PERSONAL IDENTITY COVERAGE

Subject to the other terms and conditions applicable to this policy, the **Underwriter** shall pay on behalf of an **Insured** any **Loss** resulting from **Stolen Identity Events** which first occurs during the **Policy Period** and is reported to the **Underwriter** within six (6) months of a **Stolen Identity Event**. The **Underwriter's** maximum liability under this Insuring Agreement for all covered **Stolen Identity Events** combined shall be \$_____, which is part of and not in addition to the applicable Limits of Liability for such **Claim** as set forth in Item 5 of the Declarations.

3. Section IV. - DEFINITIONS, is amended to include the following:

A. **Business** means any employment, trade, hobby, profession or occupation.

B. **Costs** means the following reasonable and necessary costs incurred by the **Insured** as a result of a **Stolen Identity Event**:

1. cost of re-filing rejected applications for loans, grants or other credit instruments;

2. cost of notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the **Insured's** efforts to report a **Stolen Identity Event** and/or amend or rectify records as to the **Insured's** true name or identity;
 3. cost of up to six credit reports from established credit bureaus (with no more than two reports from any one credit bureau);
 4. costs approved by the **Underwriter**, for providing periodic reports on changes, inquiries or activities of the **Insured's** personal information contained in credit reports or public databases (including, but not limited to credit monitoring services);
 5. cost of travel within the United States incurred as a result of the **Insured's** efforts to amend or rectify records as to the **Insured's** true name or identity;
 6. costs for elder care or child care expenses incurred as a result of the **Insured's** efforts to amend or rectify records as to the **Insured's** true name or identity; and
 7. costs of **Restoration Services**.
- C. **Legal Defense Fees and Expenses** means the reasonable and necessary fees and expenses incurred by the **Insured** with the **Underwriter's** consent for an attorney approved by the **Underwriter** for:
1. An initial consultation with a lawyer to determine the severity of and appropriate response to a **Stolen Identity Event**;
 2. Defending any civil 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 a **Stolen Identity Event**;
 3. Removing any civil judgment wrongfully entered against the Insured solely as a result of a **Stolen Identity Event**; and
 4. Defending criminal charges brought against the **Insured** as a result of the **Stolen Identity Event**. However, the **Underwriter** will only pay for this after establishing by acquittal or dropping of charges that the **Insured** was not in fact the perpetrator.
- D. **Loss** means the reasonable and necessary **Costs, Lost Wages, Legal Defense Fees and Expenses** incurred within twelve (12) months of the **Insured's** discovery of a **Stolen Identity Event** and incurred within the United States of America.
- E. **Lost Wages** means actual wages that would have been earned in the United States, whether partial or whole days, for time reasonably and necessarily taken off work and away from the **Insured's** work premises 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 a **Stolen Identity Event**. **Lost Wages** also includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days. Computation of lost wages for self-employed persons must be supported by, and will be based on, the prior year tax returns, and will not include losses for business interruption or future earnings. Coverage is limited to wages lost within twelve (12) months after the **Insured's** discovery of a **Stolen Identity Event**.
- F. **Restoration Services** means the services described below and performed on the **Insured's** behalf in response to a **Stolen Identity Event**, only after receipt of appropriate authorization from the **Insured**. Upon receipt of appropriate authorization, the **Underwriter** shall:
1. provide the **Insured** with a package of information which includes a description of the resolution process, educational articles, and guidance for avoiding future complications;
 2. notify the three major credit bureaus and provide assistance with requesting that a fraud alert be placed on the **Insured's** credit files and affected credit accounts;
 3. compile and organize the paperwork to help the **Insured** document the **Stolen Identity Event** and providing information to appropriate government agencies;
 4. review the **Insured's** credit files with you to determine the accuracy of the file and potential areas of fraud;
 5. research and investigate potential damage to the **Insured's** identity;

6. notify as needed, the **Insured's** affected creditors, financial institutions, credit card companies, utility providers, and merchants of the identity fraud;
 7. provide information to the Federal Trade Commission (FTC), and to other government agencies as appropriate;
 8. when appropriate, provide assistance with obtaining and reviewing the **Insured's** Social Security Personal Earnings and Benefits Statement;
 9. create and maintain a case file to document the identity fraud; and
 10. when appropriate, provide other assistance the **Underwriter** might reasonably be able to offer to the **Insured** on a case by case basis, as determined by the **Underwriter's** sole and absolute discretion.
- G. **Stolen Identity Event** means the theft of an **Insured's** personal identification, social security number, or other method of identifying the **Insured**, which has or could reasonably result in the wrongful use of such information. All **Loss** resulting from **Stolen Identity Event(s)** and arising from the same, continuous, related or repeated acts shall be treated as arising out of a single **Stolen Identity Event** occurring at the time of the first such **Stolen Identity Event**. **Stolen Identity Event** shall not include the theft or wrongful use of the **Insured's Business** name, d/b/a or any other method of identifying any **Business** activity.
4. Section V. - EXCLUSIONS, is amended to include the following:
- The **Underwriter** shall not be liable for **Loss** on account of any **Claim**:
- based upon, arising out of, or attributable to any dishonest, criminal, malicious or fraudulent acts if the **Insured** personally participated in, directed or had knowledge of such acts;
- based upon, arising out of, or attributable to any **Loss** reported to the **Underwriter** more than six (6) months after a **Stolen Identity Event** occurs;
- based upon, arising out of, or attributable to:
1. war, including undeclared or civil war;
 2. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
 3. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
- based upon, arising out of, or attributable to:
1. the actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of **Pollutants** into or on real or personal property, water or the atmosphere; or
 2. any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- This pollution exclusion applies whether or not such **Pollutants** have any function in the **Insured's**' business, operations, premises, site or location and regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any **Loss** associated with such **Pollutants**;
5. Section VI. – LIMITS OF LIABILITY AND DEDUCTIBLE, is deleted in its entirety and replaced with the following:
- A. The Aggregate Limit of Liability stated in Declarations of this endorsement is the most we shall pay for **Loss**, in excess of any applicable deductible, resulting from all **Stolen Identity Events** combined first occurring during the **Policy Period**.
 - B. The Aggregate Limit of Insurance stated in the Declarations of this endorsement is solely for the coverage provided under this endorsement for Personal Identity Coverage, and is in addition to the Limits of Liability stated in the policy Declarations.
 - C. All **Loss** arising out of the same, continuous, related or repeated **Stolen Identity Events** shall be subject to the terms, conditions, exclusions and single Aggregate Limit of Liability in effect at the time the first such **Stolen Identity Event** occurs.

- D. The maximum the **Underwriter** shall pay for an initial consultation with a lawyer shall not exceed the amount for Initial Legal Consultation as specified in the Declarations of this endorsement. All legal defense fees and expenses are part of, and not in addition to, the Aggregate Limit of Liability for each **Insured**.
 - E. The maximum the **Underwriter** shall pay for **Lost Wages** shall not exceed the amount for Lost Wages as specified in the Declarations of this endorsement. All **Lost Wages** are part of, and not in addition to, the Aggregate Limit of Liability for each **Insured**.
 - F. The maximum the **Underwriter** shall pay for travel expenses shall not exceed the amount for Travel Expenses as specified in the Declarations of this endorsement. All travel expenses are part of, and not in addition to, the Aggregate Limit of Liability for each **Insured**.
 - G. The maximum the **Underwriter** shall pay for elder care and child care shall not exceed the amount for Elder Care and Child Care as specified in the Declarations of this endorsement. All elder care and child care expenses are part of, and not in addition to, the Aggregate Limit of Liability for each **Insured**.
 - H. The **Insured** shall be responsible for the applicable Deductible amount shown in the Declarations of this endorsement, and the **Insured** may not insure against it.
 - I. Regardless of the number of covered **Stolen Identity Events** first occurring during the **Policy Period** each **Insured** shall be responsible for only a single deductible during any one **Policy Period**.
6. Section VII. - CONDITIONS, is amended to include the following:

Obligations of the Insured

- A. If a **Stolen Identity Event** occurs, the **Insured** shall promptly, but no later than six (6) months after a **Stolen Identity Event** occurs, notify the **Underwriter** of a **Stolen Identity Event** at the address on Item of the Declarations. The **Insured** shall also follow the written instructions of the **Underwriter** to mitigate potential **Loss**.
- B. If a **Loss** occurs, the **Insured** shall also:
 - i. promptly notify the **Underwriter** of the **Loss**, submit to the **Underwriter** the written proof of **Loss** and provide any other reasonable information or documentation that the **Underwriter** may request;
 - ii. take all reasonable steps to mitigate **Loss** resulting from a **Stolen Identity Event** including, but not limited to, requesting a waiver for any applicable fees, loan application fees or credit bureau fees;
 - iii. file a report with the appropriate police authority; and
 - iv. provide all assistance and cooperation the **Underwriter** may require in the investigation and determination of any **Loss**, including but not limited to:
 - 1. Immediately forwarding to the **Underwriter** any notices, summons or legal papers received by the **Insured** in connection with a **Loss** or the identity theft;
 - 2. Authorize the **Underwriter** to obtain records and other information with regard to any **Loss**;
 - 3. Cooperating with and helping the **Underwriter** to enforce any legal rights the **Insured** or the **Underwriter** 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 any **Loss**; or
 - 5. Answering the **Underwriter's** questions under oath at such times as may be reasonably required about any matter relating to this insurance or the **Insured's Loss**, as well as permitting the **Underwriter** to inspect your books and records. In such event, the **Insured's** answers under oath shall be signed.

ALL OTHER TERMS, CONDITIONS, PROVISIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.