

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

## **IDENTITY FRAUD EXPENSE COVERAGE**

This endorsement modifies insurance provided by the following:

FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD PERSONAL PROPERTY COVERAGE FORM  
FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS

The following is added to **Section III – Additional Coverages** in the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form:

### **IDENTITY FRAUD EXPENSE**

#### **1. Coverage**

We will pay up to \$15,000 for "expenses" incurred by an "insured" as the direct result of any one "identity fraud" first discovered or learned of during the policy period.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an "insured", is considered to be one "identity fraud", even if a series of acts continues into a subsequent policy period.

This Additional Coverage is additional insurance.

#### **2. Exclusions**

The following additional exclusions apply to this coverage:

We will not pay for "expenses" incurred by an "insured" as the result of any "identity fraud":

- a. Arising out of or in connection with:
  - (1) An "insured's" farming operations; or
  - (2) A business;
- b. Due to any fraudulent, dishonest or criminal act of:
  - (1) An "insured";
  - (2) Any person aiding or abetting an "insured"; or
  - (3) Any authorized representative of an "insured";

whether acting alone or in collusion with others.

In the event of any such act, no "insured" is entitled to "expenses", even "insureds" who did not commit or conspire to commit the act causing the "identity fraud".

#### **3. Special Deductible**

We will pay only that part of "expenses" that exceeds \$250. No other deductible applies to "identity fraud" expense coverage.

#### **4. Additional Condition**

With respect only to the coverage provided by this endorsement, the following is added to Paragraph **a.** of Loss Condition **3. Duties In the Event Of Loss Or Damage** under **B. Farm Property Conditions** in the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions:

Send us, within 60 days after our request, receipts, bills or other records that support your claim for "expenses" under "identity fraud" coverage.

#### **5. Definitions**

With respect only to the coverage provided by this endorsement, the following definitions are added to Paragraph **C. Definitions** of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions:

- a. "Expenses" means:
  - (1) Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies.
  - (2) Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
  - (3) Lost income resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel, up to a maximum payment of \$200 per day. Total payment for lost income is not to exceed \$5,000.
  - (4) Loan application fees for reapplying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.

- (5)** Reasonable attorney fees incurred as a result of "identity fraud" to:
- (a)** Defend lawsuits brought against an "insured" by merchants, financial institutions or their collection agencies;
  - (b)** Remove any criminal or civil judgments wrongly entered against an "insured"; and
  - (c)** Challenge the accuracy or completeness of any information in a consumer credit report.

- (6)** 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".

- b.** "Identity fraud" means the act of knowingly transferring or using, without lawful authority, a means of identification of an "insured" with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

SAMPLE