

IDENTITY RESTORATION SERVICES POLICY

DECLARATIONS

Policy No.:

Named Insured:

Address:

Policy Period:

From to
12:01 a.m. standard time at the address stated in Item 1.

Limits of Liability – Identity Restoration Services

\$20,000. Each Event
\$20,000. Aggregate

Premium: \$

Broker:

Broker's Address:

These **Declarations** and the Policy with endorsements, if any, shall constitute the entire contract between the **Insured** and Trisura Guarantee Insurance Company. **THIS POLICY CONTAINS CLAUSES WHICH MAY LIMIT THE AMOUNT PAYABLE.**

In witness whereof, the **Insurer** has caused this Policy to be signed by its authorized officer.

TRISURA GUARANTEE INSURANCE COMPANY



Chris Sekine
President & CEO

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Throughout this Policy the word **Insured** refers to the Named Insured shown in the **Declarations**. The word **Insurer** refers to Trisura Guarantee Insurance Company. Other words and phrases that appear in **bold type** have special meaning. Refer to SECTION II - DEFINITIONS. Wherever the word "Policy" appears it means this Identity Restoration Services Policy.

The titles and headings to the various parts, sections, subsections and endorsements of this Policy are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

I. INSURING AGREEMENT:

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Insurer**, the **Insurer** shall pay on behalf of the **Insured** for any **Identity Restoration Services** on account of a **Stolen Identity Event** first discovered by the **Insured** during the **Policy Period**.

II. DEFINITIONS:

Whenever appearing in this Policy, words and phrases appearing in **bold type** shall have the meanings set forth below. These Definitions apply to the singular and the plural of these terms as circumstances and context require.

1. Declarations

Declarations means the Declarations Page applicable to this Policy.

2. Identity Fraud Vendor

Identity Fraud Vendor means the company Identity Restoration Services Inc. (based in Aurora, Ontario) or, at the election of the **Insurer**, an alternate comparable vendor.

3. Identity Restoration Services

Identity Restoration Services means the reasonable and necessary services provided to the **Insured** by the **Identity Fraud Vendor** and relating to a covered **Stolen Identity Event** as follows:

- a. Assistance in confirming the **Stolen Identity Event**;
- b. Assistance in organizing details of the **Stolen Identity Event**;
- c. Obtaining an explanation of the **Insured's** rights;

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- d. Assistance in identifying the nature of the fraud;
- e. Education regarding the process and the **Insured's** responsibilities;
- f. Assistance in reading and understanding a consumer credit report;
- g. Assistance in gathering and completing paperwork, including police reports;
- h. Assistance in navigating and/or utilizing the resource website.
- i. Offer consultative information when the **Insured** calls during the **Stolen Identity Event** restoration process. Consultative information for a specific **Stolen Identity Event** will continue to be available until the **Identity Fraud Vendor** receives verification that the issue has been resolved;
- j. Fill out necessary forms and/or documents, write letters and forward them to the customer for signature; and
- k. Forward correspondence to the appropriate recipients on behalf of the **Insured** when required.

Where an **Insured** chooses to complete and return an executed **LPoA**, and whenever a **Stolen Identity Event** warrants, the **Identity Fraud Vendor** will then:

- a. Review credit history with the customer in order to identify fraud exposure including but not limited to:
 - i. Public Records – liens, judgements, bankruptcies
 - ii. Credit Accounts – new and/or derogatory
 - iii. Addresses
 - iv. Prior employment
 - v. Social security or Insurance Number, date of birth, name;
- b. Work with national credit bureaus to restore credit accuracy;
- c. Verify creditors that may have extended credit following the **Stolen Identity Event**;
- d. Confirm creditor contact information;
- e. Contact creditors and collection agencies to dispute all fraudulent accounts;
- f. Notify and work with the collection agencies of those creditors holding fraudulent accounts;
- g. Draft and/or complete and submit required documentation to support the dispute of fraudulent claims including but not limited to:
 - i. Stolen identity statements
 - ii. Dispute letters;
- h. Notify and work with (including but not limited to and subject to change): all required government agencies, credit bureaus, financial institutions, creditors, health care institutions and other private and/or public sector entities as appropriate, applicable and to the extent permissible by law;
- i. Provide the **Insured** with an up-to-date status on their **Stolen Identity Event** case, when requested;
- j. Maintain a detailed report of the **Insured's** case including copies of documentation and correspondence;
- k. Continue the **Identity Restoration Services** until the **Stolen Identity Event** case is complete. A **Stolen Identity Event** is considered closed once the **Identity Fraud Vendor** receives verification from the customer that the issue has been resolved; and

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I. Provide the customer with a summary report of their case upon completion.

4. LPoA

LPoA is a limited power of attorney. A limited power of attorney means a document that assigns another person legal authority to act on behalf of the **Insured**. An **LPoA** is limited in both time and scope, being valid only for 180 days and only applying to issues directly pertaining to the **Insured's Stolen Identity Event**.

5. Money

Money means currency, coins, bank notes, travellers cheques, registered cheques, money orders and bullion in current use and having a face value.

6. Policy Period

Policy Period means the period as specified within the **Declarations** of this **Policy**.

7. Securities

Securities means all negotiable and non-negotiable instruments or contracts representing either **Money** or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include **Money**.

8. Stolen Identity Event

Stolen Identity Event means the theft of an **Insured's** personal identification, including but not limited to; personal identification records, or other method of identifying an **Insured**, which has or could reasonably result in the wrongful use of such information.

9. Terrorism

Terrorism means an ideologically motivated unlawful act or acts including but not limited to the use of violence or force, or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

III. EXCLUSIONS

This Policy does not apply to, and no coverage will be available under this Policy for:

- a. Service charges or fees incurred relating to the generation of reports or documents by government agencies, credit bureaus, financial institutions, creditors, health care institutions, and other private and/or public sector entities relating to a covered **Stolen Identity Event**.
- b. Financial losses attributed to a **Stolen Identity Event**, including but not limited to the wrongful giving, taking, obtaining or withholding of **Money**, **Securities** or other property.

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- c. Any dishonest, criminal, malicious or fraudulent acts on the part of the **Insured** or any other party if the **Insured** directly or indirectly had knowledge of such acts.
- d. Any **Stolen Identity Event** committed by an **Insured's** spouse, common law partner, domestic partner, child, parent, brother or sister.
- e. **Insureds** who are under the age of majority determined within the province or territory of Canada in which they reside.
- f. Those **Identity Restoration Services** on account of any **Stolen Identity Event** that is based upon, arising out of, or attributable to:
 - i. Any fact, circumstance, situation, transaction, event, act, error or omission which has been the subject of any notice given and accepted under any policy of which this Policy is a direct or indirect renewal or replacement;
 - ii. War, invasion, acts of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, or insurrection;
 - iii. Any **Terrorism** or due to activity or decision of a government agency or other entity to prevent, respond to or terminate **Terrorism**.

IV. LIMIT OF LIABILITY

- a. The Each Event Limit of Liability stated in the **Declarations** is the maximum aggregate liability of the **Insurer** for **Identity Restoration Services** for each **Stolen Identity Event** first occurring and discovered by the **Insured** during the **Policy Period**; and
- b. The Aggregate Limit of Liability stated in the **Declarations** is the maximum aggregate liability of the **Insurer** for all **Identity Restoration Services** for all **Stolen Identity Events** first occurring and discovered during the **Policy Period**.

V. NOTICE OF CLAIM AND EVENT

- a. The **Insured** shall, as a condition precedent to their rights under this Policy, give notice to the **Insurer** or their **Identity Fraud Vendor** of a **Stolen Identity Event** within 15 days from the **Insured's** discovery of such **Stolen Identity Event**.
- b. If requested by the Insurer, the **Insured** shall provide the **Insurer** with a written proof of loss including full details of the **Stolen Identity Event** within 2 months after discovery.
- c. The costs and expenses of preparing and submitting a proof of loss, and establishing or proving **Identity Restoration Services** covered under this Policy, shall be the **Insured's** obligation, and are not covered under this Policy.
- d. Any notice shall be deemed to have been given and received on the day and at the time it is so received by:

- i. Verbal notice to the elected **Identity Fraud Vendor** of the **Insurer**:

Identity Restoration Services Inc.

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Toll Free Telephone: 1-844-653-4797

Alternate: (514) 285-4797

- ii. Written notice to the **Insurer** at the following address:

Risk Solutions Claims Department
Trisura Guarantee Insurance Company
333 Bay Street, Suite 1610, Box 22
Toronto, Ontario M5H 2R2

Fax: (416) 214-9597

Email: claims@trisura.com

VI. GENERAL CONDITIONS

- a. Representations: By accepting this Policy, the **Insured** agrees that:
- the statements gathered in the application process, and the statements in any and all supplementary information provided to the **Insurer**, are accurate and complete;
 - the **Insurer** has issued this Policy and any endorsements attached hereto in reliance upon the truth and accuracy of the **Insured's** representations; and
 - this Policy and any endorsements attached hereto embody all of the agreements existing between the **Insured** and the **Insurer** and shall constitute the contract between the **Insured** and the **Insurer**.

If the **Insured** shall give notice of any **Stolen Identity Event** knowing the same to be false or fraudulent, this Policy shall become void and all coverage hereunder shall be forfeited.

- b. Recoveries: With respect to a **Stolen Identity Event**, any recovery (after payment of expenses incurred to obtain such recovery), whether effected by the **Insurer** or by the **Insured**, shall be applied (i) first to the satisfaction of the **Insured's** loss which would otherwise have been paid by the **Insurer** but for the fact that it is in excess of the Limit of Liability stated the **Declarations**, and (ii) second to reimburse the **Insurer** to reduce the loss ultimately borne by the **Insurer** to what it would have been had the recovery preceded any payment of such loss by the **Insurer**.
- c. Termination of Policy: This Policy shall terminate at the earliest of the following times:
- upon expiration of the **Policy Period** as set forth the **Declarations** of this Policy;
 - 15 days after receipt by the **Insured** of the **Insurer's** notice of cancellation due to non-payment of premium;
 - upon receipt by the **Insurer** of a written notice of cancellation from the **Insured**; or
 - at such other time as may be agreed upon by the **Insurer** and the **Insured**.

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Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

- d. Action Against Insurer: No action shall lie against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms and conditions of this Policy, nor until 90 days after the proof of loss (if required) has been filed with the **Insurer**, nor at all unless commenced within 2 years from the date when the **Insured** 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 this Policy, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

No suit or action by the **Insured** or by any other person claiming through the **Insured** or on the **Insurer's** behalf shall lie against the **Insurer** unless such suit or action is brought in a court of competent jurisdiction within Canada.

- e. Bankruptcy or Insolvency: The bankruptcy or insolvency of any **Insured** shall not relieve the **Insurer** of its obligations under this Policy.
- f. Valuation and Currency: Except as otherwise provided in this Policy, all premiums, limits, loss and any other amounts under this Policy are expressed and payable in the currency of Canada.
- g. Assignment: This Policy and any and all rights hereunder are not assignable without the prior written consent of the **Insurer**, which consent shall be in the sole and absolute discretion of the **Insurer**.
- h. Changes: Notice to any agent, broker or representative, or knowledge possessed by any agent, broker, representative or any other persons, shall not effect a waiver or change in any part of this Policy or estop the **Insurer** from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed, except by endorsement issued by the **Insurer** to form a part of this Policy.
- i. Notices: All notices, other than Notice of a **Stolen Identity Event**, shall be given in writing addressed to:

Risk Solutions Department
Trisura Guarantee Insurance Company
333 Bay Street, Suite 1610, Box 22
Toronto, Ontario M5H 2R2
Fax: (416) 214-9597

- j. Headings: The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

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VII. QUEBEC

With respect to the Province of Quebec only, it is the express wish of all parties that this Policy and any related documents be drawn up in English. Il est de la volonté expresse des parties aux présentes que cette police et tous les documents qui s'y rattachent soient rédigés en anglais.

VIII. AUTHORIZATION CLAUSE

It is agreed that the **Named Insured** shall act on behalf of all **Insureds** with respect to the giving and receiving of any notice provided for in this Policy, the payment of premiums and the receiving of any return premiums that may become due under this Policy.

IN WITNESS WHEREOF, THE INSURER HAS CAUSED THIS POLICY TO BE EXECUTED ON THE

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