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# STOLEN IDENTITY EVENT CERTIFICATE OF INSURANCE - NEW YORK RESIDENTS ONLY

Legal (/legal/) > STOLEN IDENTITY EVENT CERTIFICATE OF INSURANCE - NEW YORK RESIDENTS ONLY

## CERTIFICATE OF INSURANCE STOLEN IDENTITY EVENT INSURANCE

This Certificate of Insurance is provided to inform you that as a customer of LifeLock who is enrolled in a LifeLock Identity Theft Protection Program that includes identity theft insurance (each a “**Membership Program**”), you are entitled to certain benefits under the Master Policy, as referenced below. This Certificate of Insurance does not state all the terms, conditions, and exclusions of the Master Policy or the Master Policy amendatory provisions applicable to New York. Your benefits will be subject to all of the terms, conditions, and exclusions of the Master Policy and the Master Policy amendatory provisions applicable to New York, even if they are not mentioned in this Certificate of Insurance, and the limit of benefits for the Membership Program for which you have subscribed. Your entitlement to benefits under the Master Policy will terminate upon termination of your enrollment in any LifeLock Membership Program. A complete copy of the Master Policy and the Master Policy amendatory provisions applicable to New York will be provided to you upon request.

The chart below identifies the benefit limits available for each type of Loss covered under the Master Policy for each Membership Program offered by LifeLock. You will be eligible to receive benefits up to the maximum benefits for the covered Losses listed under the specific LifeLock Membership Program for which you have subscribed.

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|   | LifeLock Basic, Command Center, Junior, LifeLock for Minors  | LifeLock Standard, LifeLock Standard Without Credit, LifeLock Select, LifeLock Select Without Credit         | LifeLock Defender, LifeLock Defender Choice, LifeLock Defender Choice Without Credit, LifeLock Defender Preferred, LifeLock Defender Preferred Without Credit | LifeLock Advantage, LifeLock Advantage Without Credit, LifeLock Ultimate, LifeLock Senior                     | LifeLock Ultimate Plus, LifeLock Ultimate Plus Without Credit, LifeLock Benefit Elite, LifeLock Premium, LifeLock Premium Without Credit, LifeLock Benefit Elite Plus, LifeLock Benefit Elite Premium |
|---|--|--|---|---|---|
| <p><b>I-A: Reimbursement Coverages</b></p> <p><b>A1 through A8:</b></p> <p>A1 – Replacement of Documents</p> <p>A2- Travelling Expenses</p> <p>A3 – Loss of Income</p> <p>A4 – Stolen handbag, purse or wallet</p> <p>A5 – Childcare and Elderly Care</p> <p>A6 – Travel Assistance</p> <p>A7 – Arrested Related Expenses</p> <p>A8 – Other</p> | <p>Up to \$25,000 per Member Per Annum (Maximum of \$500 for replacement of stolen cash under (I)(A)(4))</p> | <p>Up to \$25,000 per Member Per Annum (Maximum of \$500 for replacement of stolen cash under (I)(A)(4))</p> | <p>Up to \$25,000 per Member Per Annum (Maximum of \$500 for replacement of stolen cash under (I)(A)(4))</p>  | <p>Up to \$100,000 per Member Per Annum (Maximum of \$500 for replacement of stolen cash under (I)(A)(4))</p> | <p>Up to \$1,000,000 per Member Per Annum (Maximum of \$500 for replacement of stolen cash under (I)(A)(4))</p>   |

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|--|--|--|--|--|--|
|  <p><b>I-C Fraudulent Withdrawals</b></p>   | <p>Up to \$25,000 per Member Per Annum</p>               | <p>Up to \$25,000 per Member Per Annum</p>               | <p>Up to \$25,000 per Member Per Annum</p>               | <p>Up to \$100,000 per Member Per Annum</p>              | <p>Up to \$1,000,000 per Member Per Annum</p>            |
| <p><b>I-C Remediation Coverages C1 through C3:</b><br/>                 C1 – Legal Costs<br/>                 C2 – Remediation Services Costs<br/>                 C3 – Case Management Services Costs</p> | <p>Up to a total of \$1,000,000 per Member Per Annum</p> | <p>Up to a total of \$1,000,000 per Member Per Annum</p> | <p>Up to a total of \$1,000,000 per Member Per Annum</p> | <p>Up to a total of \$1,000,000 per Member Per Annum</p> | <p>Up to a total of \$1,000,000 per Member Per Annum</p> |

Throughout this Certificate of Insurance, the words “you” and “your” refer to any person enrolled in one of LifeLock’s Membership Programs. The words “we,” “us,” and “our” refer to State National Insurance Company, Inc., the insurance company issuing the Master Policy.

Other words and phrases that appear in quotation marks or capital letters have special meaning. Refer to Section VI - DEFINITIONS.

**I. BENEFITS**

If you have been a victim of a Stolen Identity Event which results in a Loss covered by the Master Policy, or solely with respect to item (I)(A)(4) below, a victim of theft of a handbag, purse or wallet covered by the Master Policy, the following benefits are provided:

**A. Reimbursement Coverages**

- 1. Replacement of Documents.** The actual cost incurred by you, or by your authorized representative, holding a power of attorney or guardianship appointment to act on your behalf, of replacing documents as a direct result of a Stolen Identity Event including, but not limited to, driver’s licenses, passports, birth certificates, marriage certificates and stock certificates, including the cost of additional legal expenses such as affidavits required in connection with obtaining a replacement document; and the actual costs incurred by you, or by your authorized representative, holding a power of attorney or guardianship appointment to act on your behalf, in connection with obtaining police reports at LifeLock’s request as a result of a Stolen Identity Event. Any fees for notarization of documents, telephone charges, charges for sending documents via facsimile, and fees for making photocopies and postage, which are incurred by you at LifeLock’s request, are included within this coverage.
- 2. Traveling Expenses.** The reasonable additional expenses (including, but not limited to, gas, parking, airline tickets and/or rental car expenses) incurred by you or by your authorized representative, holding a power of attorney or guardianship appointment to act on your behalf, in traveling to obtain replacement documents, to visit a governmental agency or department of the United States, or of any state or territory of the United States or any political subdivision thereof, to rectify records in connection therewith as a direct result of a Stolen Identity Event.
- 3. Loss of Income.** Actual lost income that would have been earned in the United States, whether for partial or whole days of work, for time reasonably and necessarily taken off work and away from the work premises of you or your authorized representative, holding a power of attorney or guardianship appointment to act on your behalf, solely as a result of the efforts of you or your authorized representative to replace, amend or rectify records relating to your true name or identity as a direct result of a Stolen Identity Event. Actual lost income includes remuneration for



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vacation days, discretionary days, floating holidays, and paid personal days, but not for sick days or any cost arising from time taken from self-employment. Coverage is limited to wages lost within 6 months after you discover a Stolen Identity Event.

4. Stolen Handbag, Purse or Wallet. The cost of replacing your stolen handbag, purse, wallet, and/or similar container for the purpose of carrying small personal items, identifying documents and cash, as well as the cash contained therein, provided that:

- (i) the theft included several of your credit cards or other personal information relating to you;
- (ii) the theft occurs after the Commencement Date and before the Termination Date;
- (iii) the theft is reported to law enforcement authorities within twenty-four (24) hours of the incident; and
- (iv) this benefit is not recoverable under any other insurance including but not limited to homeowners or renters insurance. Replacement of cash pursuant to this subsection (I)(A)(4) is subject to the separate limits identified in the chart above. Replacement will be limited to only the face value of any stolen currency. Gift cards, promotional cards, or other prepaid payment devices and their value are expressly excluded from coverage.

5. Childcare and Elderly Care. The cost to you or your authorized representative, holding a power of attorney or guardianship appointment to act on your behalf, of providing additional childcare or care of elderly relatives for which you (or your authorized representative holding a power of attorney or guardianship appointment to act on your behalf) is directly responsible while having to travel to replace documents, to visit a governmental agency or department of the United States, or of any state or territory of the United States or any political subdivision thereof, to rectify records as a result of a Stolen Identity Event. Childcare and Elderly Care must be provided by a professional care provider, who is not a relative of yours.

6. Travel Assistance. The reasonable additional expenses incurred by you, or by your authorized representative, holding a power of attorney or guardianship appointment to act on your behalf, as a direct result of a Stolen Identity Event in obtaining duplicate, replacement or new travel documents (including but not limited to passports, government issued personal identification cards, and airline tickets), as well as additional travel and lodging expenses which are reasonably required to enable you to return to your permanent residence.

7. Arrest Related Expenses. Expenses incurred by you, or your authorized representative, holding a power of attorney or guardianship appointment to act on your behalf, to obtain a bail bond or to secure emergency legal assistance in connection with your criminal arrest, which arrest is a direct result of a Stolen Identity Event.

8. Other. Other losses, incurred by you, or your authorized representative, holding a power of attorney or guardianship appointment to act on your behalf, resulting directly from a Stolen Identity Event. However, for purposes of this Section (I)(A)(8), loss shall not include:

- (i) costs or expenses otherwise specifically identified under Section I of the Policy;
- (ii) an unauthorized withdrawal of funds (separate cover is provided in Section I(B) of the Policy);
- (iii) any losses specifically excluded in the Policy; and/or
- (iv) costs incurred or expenses paid to lawyers and/or other third party professionals retained directly by you or your legal representative.

#### B. Fraudulent Withdrawals.

Your direct financial loss arising from a Stolen Funds Loss incurred as a direct result of a Stolen Identity Event.

#### C. Remediation Coverages

1. Legal Costs. The amount of reasonable and necessary expenses paid to lawyers and other third party legal professionals, retained by LifeLock on behalf of you or on behalf of your legal representative to represent you or your legal representative, and incurred in connection with remediating a Stolen Identity Event, including the defense of a Suit brought against you, the removal of any civil judgment wrongfully entered against you, legal assistance at

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an audit or hearing conducted by a governmental agency, legal assistance in challenging the accuracy of your consumer credit report, and the defense of any criminal charges brought against you arising from the actions of a third party using your personal identity.

2. Remediation Services Costs. The amount of reasonable and necessary expenses paid to investigators and other third-party business providers who are retained by LifeLock and provide any services that are reasonably necessary, viewed in the context of LifeLock's business and Membership Programs, to restore your good name and your identity, or to recover your Losses as a result of a Stolen Identity Event in accordance with any Membership Program.

3. Case Management Services Costs. The amount of reasonable and necessary expenses paid to a third-party case management service provider retained by LifeLock or incurred directly by LifeLock, on your behalf as a result of a Stolen Identity Event.

**II. EXCLUSIONS**

The Master Policy does not cover any Loss caused directly or indirectly by any of the following. Such Loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the Loss.

**A. Dishonest Acts**

The Master Policy does not cover any dishonest, criminal, malicious or fraudulent acts if you willingly participated in or directed such acts.

**B. Bodily Injury**

The Master Policy does not cover any physical injury, sickness, disease, disability, shock, mental anguish, or mental injury, including required care, loss of services or death at any time resulting therefrom.

**C. War or Terrorism**

The Master Policy does not cover:

- 1. Any Loss caused directly or indirectly by an act of war, including undeclared or civil war; or warlike action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents. War includes insurrection, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion, invasion, hostilities and warlike operations or mutiny.
- 2. Any Loss caused directly or indirectly by an act of terrorism, including any action taken in hindering or defending against an actual or expected incident of terrorism, regardless of any other cause or event that contributes concurrently or in any sequence to the Loss. Terrorism includes the actual or threatened: use of force or violence against person or property, commission of an act dangerous to human life or property, and commission of an act, including a cyber-security attack, that interferes with or disrupts an electronic or communication system (including the Internet or any part thereof), when the intent or effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy, the functioning of any government, or the health, welfare or safety of any civilian population, or to interfere with the operations of any organization providing goods or services that benefit the defense or economy of any nation, civilian population or segment thereof, or any action taken to hinder or defend any against any of the foregoing.

Terrorism shall also specifically include:

- a. any hostile act by a person(s) acting with the sponsorship, endorsement or assistance of a state or governmental entity designated by the United States government as a "rogue state," "state of concern," "hostile state" or similar designation;
- b. any hostile act by a person(s) who is/are members of, or acting on behalf of, an organization recognized as a hostile or terrorist organization by the United States or any agency thereof or other domestic or foreign governmental or law enforcement agency; or
- c. any hostile act that is verified, recognized or determined by a competent and recognized judicial administrative, executive or legislative governmental entity to be an act of terrorism.



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However, with respect to "terrorism," this exclusion only applies if one or more of the following are attributable to an incident of terrorism:<sup>(l)</sup>

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- (i) The total of insured damage to all types of property exceeds \$100,000,000 in calendar year 2015, \$120,000,000 in calendar year 2016 and \$140,000,000 in calendar year 2017. In determining whether the calendar year insured damage threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism." For the purposes of this provision, "insured damage" means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.
- (ii) Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, "serious physical injury" means:
  - (A) Physical injury that involves a substantial risk of death;
  - (B) Protracted and obvious physical disfigurement; and
  - (C) Protracted loss of or impairment of the function of a bodily member or appendage.
- (iii) The "terrorism" involves the use, release or escape of nuclear materials or directly or indirectly results in nuclear reaction or radiation or radioactive contamination.
- (iv) The "terrorism" is carried out by means of the dispersal or application of pathogenic poisonous biological or chemical materials.
- (v) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials. Paragraphs (i) and (ii), immediately preceding, describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances under which the threshold will apply for the purpose of determining whether the terrorism exclusion applies to an incident of "terrorism," and in such case, there shall be no coverage under the Master Policy. Multiple acts of "terrorism" which occur within a seventy-two (72) hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

#### D. Political Risk, Financial Guarantee & Risk Exclusion

The Master Policy excludes any Loss or liability arising from the following:

- a. Contract frustration business, including but not limited to all forms of non-performance of contractual obligations, import and/or export embargo, non-ratification of contracts, exchange transfer, calling of bonds and guarantees and force majeure indemnities.
- b. Failure to or delay in delivery or supply of any form of property whatsoever, unless as a direct result of physical damage.
- c. Any form of financial guarantee, surety or credit indemnity.

#### E. Fraudulent Withdrawals By Immediate Family Members

Benefits under item (I)(B) of the Master Policy for a Stolen Funds Loss caused by an Unauthorized Funds Transfer will not apply to any Unauthorized Funds Transfer committed or attempted to be committed by an immediate family member of yours without signature authority on the affected Account. For purposes of this exclusion, an immediate family member includes only one who is your spouse (or analogous domestic partner recognized by law, such as a civil union), your child, or child of your spouse at the time of the Unauthorized Funds Transfer. This exclusion shall not apply if you report the Unauthorized Funds Transfer to law enforcement authorities, and cooperate in prosecuting the immediate family member.

#### F. Losses Not Reported Within Ninety (90) Days

The Master Policy does not cover any Loss: (a) arising from a Stolen Identity Event or Unauthorized Funds Transfer that is not reported to us within ninety (90) days after it is first discovered by you; and (b) solely with respect to item (I)(A)(4), that is not reported to us within ninety (90) days after the theft has occurred.

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G. Negligence by You (i)

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The Master Policy does not cover any Loss directly or indirectly resulting from your negligence. For purposes of this exclusion, negligence means the failure to exercise reasonable care with respect to the disclosure of personal information or timely reporting of a Loss.

H. Other Exclusions

With respect to coverage under the Master Policy, there shall be no coverage for any Loss arising directly or indirectly from:

- (1) Business Professional Services Any Business activity, including without limitation, any Loss connected to an Account used for Business purposes.
- (2) Public Authority Any Loss resulting from or arising out of the destruction, confiscation or seizure by order of any government or public authority.
- (3) Voluntary Disclosure Voluntary disclosure by you of any code or other security information to someone who subsequently contributes to a Stolen Identity Event. This does not include voluntary disclosure made due to duress, fraud or a Stolen Identity Event committed by your legal or financial representative.

I. Indirect or Consequential Damages

Except as expressly provided for in the Master Policy, the Master Policy does not cover any other indirect, exemplary, incidental or consequential damage or loss of any nature, including but not limited to, lost profits or revenue, loss of business, or loss in excess of the limits set forth herein.

J. Extortion of Money

The Master Policy does not cover Losses arising from extortion, blackmail or criminal threats carried out by a person or persons, by means of preventing you from either gaining access to your Account(s) and/or personal data or threatening to destroy your personal data where such actions are carried out for the purpose of extorting money. Notwithstanding the foregoing, this exclusion shall not apply to any Loss arising out of an Unauthorized Funds Transfer.

III. LIMITS OF INSURANCE/LIABILITY

The amounts identified in the chart above in this Certificate of Insurance represent the maximum amounts, in United States Dollars, we will pay you per annum. The benefit limits to which you are entitled under the Master Policy will depend on the LifeLock Membership Program in which you are enrolled.

IV. PREMIUMS

Premiums for coverage afforded by the Master Policy are paid by LifeLock.

V. YOUR OBLIGATIONS

As a condition precedent to coverage under the Master Policy, you shall at all times have the duties and obligations set forth in this section.

(A) If a Stolen Identity Event occurs, you shall promptly, but no later than NINETY (90) days after you discover that a Stolen Identity Event or Unauthorized Funds Transfer has occurred, notify us and LifeLock. You shall also follow our written instructions to mitigate potential Loss, which will be provided to you in a claims kit and which will include the prompt notification of the major credit bureaus, the Federal Trade Commission's Identity Theft Hotline and appropriate law enforcement agencies.

(B) If you are a victim of theft and sustain a Loss which may be covered under item (I)(A)(4), you shall promptly, but no later than ninety (90) days after the theft, notify us and LifeLock. You shall also follow our written instructions to mitigate potential Loss, which will be provided to you in a claims kit.

(C) The Benefits described in the Master Policy are available only for Losses actually incurred. In the event that you seek to obtain any of the benefits described above in connection with a Loss, you shall:

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Notifies and LifeLock of the Loss in accordance with V(A) or (B) above (as applicable), submit to us and LifeLock the written proof of Loss provided to you in a claims kit, and provide any other reasonable information or documentation that LifeLock may request;

ii. Notify the bank or card issuer in strict accordance with the bank's or credit card issuer's terms and conditions following the occurrence of an Unauthorized Fund Transfer.

iii. Take all reasonable steps to mitigate Loss, including, with respect to a Stolen Identity Event requesting a waiver for any applicable fees, loan application fees or credit bureau fees;

iv. Provide all assistance and cooperation required in the investigation and determination of any Loss, including but not limited to:

- Immediately forwarding to LifeLock and us any notices, summons or legal papers received in connection with a Loss or the Stolen Identity Event;
- Authorizing LifeLock and us to obtain records and other information with regard to any Loss;
- Cooperating with and helping LifeLock and us to enforce any legal rights you or LifeLock may have against anyone who may be liable to you;
- Attending depositions, hearings and trials, using reasonable efforts to secure and give evidence, and to obtain the attendance of witnesses with regard to any Loss; or
- Answering questions under oath at such times as may be reasonably required about any matter relating to this insurance or the Loss, as well as permitting us to inspect your books and records. In such event, your answers under oath shall be signed.

v. Take all reasonable steps to prevent further Stolen Funds Loss after discovery of an Unauthorized Funds Transfer including, but not limited, to promptly contacting the Financial Institution which holds the Account;

vi. In the event of a Stolen Funds Loss, you shall:

- Take all reasonable steps to obtain reimbursement for the Stolen Funds Loss from the Financial Institution which holds the Account;
- Promptly give notice to LifeLock and us of the Stolen Funds Loss and detailed information regarding the Stolen Funds Loss, including without limitation, the type, dates, and amount of Stolen Funds Loss.
- Send to us and LifeLock upon request, a signed, sworn proof of Stolen Funds Loss, or affidavit (including an IRS Tax Fraud Affidavit, if so requested) containing the information requested to investigate the Stolen Funds Loss. We shall supply you with the necessary forms for this purpose, which you shall complete, execute and return within sixty (60) days of the request.
- Provide us and LifeLock with a complete description of your efforts to obtain reimbursement from the Financial Institution that holds the Account and stated reasons why full or partial reimbursement was not provided; and
- Provide any other reasonable information or documentation that we or LifeLock may request.



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ii If you are a victim of theft and sustain a Loss which may be covered under item (I)(A)(4), you shall:

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- Report the theft to law enforcement authorities within twenty-four (24) hours of the incident, and
- Provide us and LifeLock with proof of purchase of the stolen handbag, purse, wallet and/or similar container.

## VI. DEFINITIONS

The following definitions shall apply for purposes of the Master Policy.

**A. Access Device** means a card, code or other means of access to an Account of yours, or any combination thereof, that may be used by you to initiate a Funds Transfer.

**B. Account** means a U.S. regulated and domiciled checking, savings, money market, brokerage, or credit card Account of yours held directly or indirectly by a Financial Institution and established primarily for personal, family or household purposes. "Account" also includes a Retirement Account held in your name, or the name of your authorized representative.

**C. Business** means any employment, trade, profession or occupation.

**D. Commencement Date** means the date on which you become covered under the Master Policy, which date shall be the later of July 1, 2016, or the date on which you become enrolled in a LifeLock Membership Program.

**E. Computer System** means computer hardware, software or firmware and data stored thereon, linked together through a network of two or more computers, or accessible through the Internet, including network infrastructure, input, output, processing, storage and off-line media libraries. Computer System also includes those written policies and procedures applicable to the security of a computer network.

**F. Declarations Page** means the Declarations Page dated as of the date hereof and comprising a part of the Master Policy.

**G. Financial Institution** means a bank, savings, association, credit union, credit institution or company issuing credit or any other person or entity that directly or indirectly holds an Account belonging to you.

**H. Funds Transfer** means a transfer of funds, including one initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing or authorizing a Financial Institution to debit or credit your Account. Funds Transfer includes, but is not limited to, point-of-sale transfers, automated teller machine transfers, direct deposits or withdrawals of funds, transfers initiated by telephone, and transfers resulting from debit or credit card transactions, whether or not initiated through an electronic terminal. Funds Transfer shall also include directing the U.S. Internal Revenue Service or the taxing authority of any state in the United States of America or the District of Columbia to issue a tax refund by pre-paid debit card, check or any other means.

**I. Internet** means the worldwide public network of computers as it currently exists or may be manifested in the future.

**J. LifeLock** means LifeLock, Inc.

**K. Loss** means loss of the type described in Section I above, which mirror Section I of the Master Policy, which is sustained by you and, except with respect to item (I)(A)(4) includes Losses incurred by a parent or legal guardian on behalf of a Minor Member.

**L. Master Policy** means the master policy of insurance issued by us to LifeLock for the benefit of Members enrolled in a Membership Program.

**M. Master Policyholder** means LifeLock, Inc.

**N. Member** means you, being the person who is enrolled in a Membership Program.

**O. Minor Member** means a minor child or minor dependent of a Member, which minor child or minor dependent is enrolled in a Membership Program.

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**P. Membership Program** means those plans and programs offered by LifeLock to its Members both presently and in the future, including without limitation: LifeLock® Standard, LifeLock Advantage, LifeLock Ultimate Plus, and LifeLock Benefit Elite®.

**Q. Per Annum** means for the purposes of the benefit limits, the maximum amount payable in any 12 month period.

**R. Policy** means the Master Policy, together with any attachments, endorsements, exhibits and appendices thereto, as well as any certificate of insurance provided to you.

**S. Retirement Account** means a defined contribution retirement savings plan in which an employee can elect to have the employer contribute a portion of his or her cash wages to the plan on a pre-tax basis, and includes plans established pursuant to sections 401(k), 403(b), and 457 of the Internal Revenue Code, as well as Thrift Savings Plans.

**T. Stolen Funds Loss** means the principal amount, incurred by you and caused by an Unauthorized Funds Transfer (including any associated fees, penalties and interest incurred by you which have been levied by a financial or credit institution, the U.S. Internal Revenue Service or the taxing authority of any state in the United States of America or the District of Columbia, which you would not have incurred but for the Unauthorized Funds Transfer). Stolen Funds Loss shall not include any amount for which you received reimbursement from any other sources, any amount for which you did not seek reimbursement from the financial or credit institution which holds the Account from which funds were stolen, any amount for which you are eligible to receive reimbursement from any other source or any amount for which you would have been eligible to receive reimbursement from any other source but for the existence of your coverage under the Master Policy. For purposes of fraudulent tax refunds, Stolen Funds Loss shall not include any amount for which you did not seek reimbursement from the U.S. Internal Revenue Service or the taxing authority of any state in the United States of America or the District of Columbia.

**U. Stolen Identity Event** means an occurrence after the Commencement Date and before the Termination Date which includes a single act or a series of related acts, whether committed by one or more persons, of Theft of your personal information, including without limitation, your personal identification, social security number, or other method of identifying you, or one or more uses of such stolen information without your express authorization to establish or use a deposit, credit or other Account, secure a loan, secure or obtain a tax refund from the U.S. Internal Revenue Service or the taxing authority of any state in the United States of America or the District of Columbia through the filing of a fraudulent tax return, enter into a contract or commit a crime. Stolen Identity Event shall not include the fraudulent use of your Business name, or any other method of identifying your Business activity. For the purposes of this paragraph, "Theft" shall mean the unauthorized misappropriation, access or use of personal information or data used to identify an individual.

**V. Suit** means a civil proceeding seeking money damages that is commenced by the service of a complaint or similar proceeding.

**W. Termination Date** means the earlier of the date you cease to be enrolled in a LifeLock Membership Program or the date the Master Policy is cancelled or terminates.

**X. Unauthorized Funds Transfer** means a Funds Transfer from your Account initiated by a person other than you without the actual authority to initiate the transfer and from which you and your immediate family members receive no benefit. An Unauthorized Funds Transfer shall also include a Funds Transfer that consists of a tax refund obtained or secured by the filing of a fraudulent tax return with the U.S. Internal Revenue Service or the taxing authority of any state in the United States of America or the District of Columbia. An Unauthorized Funds Transfer does not include: an electronic funds transfer initiated:

- (i) by a person who was furnished with an Access Device to your Account by you, unless you have notified the Financial Institution holding the Account that such person is no longer authorized to access the Account,
- (ii) with fraudulent intent by you or any person acting in concert with you,
- (iii) or by a Financial Institution or its employee(s). For purposes of this paragraph, an immediate family member includes only one who is a spouse (or analogous domestic partner recognized by law, such as a civil union), your child, or child of your spouse at the time of the Unauthorized Funds Transfer, and does not

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include any of the foregoing individuals if you report the Unauthorized Funds Transfer to law enforcement authorities, and cooperate in prosecuting the immediate family member. **LIVE AGENT (TEL:+1-800-416-0599)**

**Y. Remediation Services Costs** means the amount of reasonable and necessary expenses paid to investigators and other third-party business providers who are retained by LifeLock and provide any services that are reasonably necessary, viewed in the context of LifeLock's business and Membership Programs, to restore your good name and your identity, or to recover your Losses in accordance with any Membership Program.

**Z. Case Management Services Costs** means the amount of reasonable and necessary expenses paid to a third-party case management service provider retained by LifeLock or incurred directly by LifeLock, on your behalf as a result of a Stolen Identity Event, subject to the Limits of Insurance as provided in Section III of this Certificate of Insurance.

## VII. DEDUCTIBLE

The benefits provided by the Master Policy are not subject to a deductible.

## VIII. COMMON POLICY CONDITIONS

### A. CANCELLATION, TERMINATION AND NONRENEWAL

1. The Master Policy shall terminate on the date specified in the Declarations Page or, in the event of cancellation or nonrenewal of the Master Policy, then the date specified in such notice of cancellation or nonrenewal. There shall be no coverage for a Stolen Identity Event or, with respect to item (I)(A)(4), a theft occurring after the effective date and time of such expiration, cancellation or nonrenewal. Termination of the Master Policy shall not reduce any time periods during which you must report a Stolen Identity Event, Unauthorized Funds Transfer or, with respect to item (I)(A)(4), a theft, or during which you must send us and LifeLock a signed, sworn proof of Loss or affidavit containing the information we request to investigate a claim.
2. We shall mail or deliver to LifeLock as the Master Policyholder at the mailing address shown in the Declarations Page of the Master Policy written notice of premium increase in excess of 10%, change in deductible or reduction in limits or substantial reduction in coverage at least sixty days before the expiration date of the Master Policy. If we fail to provide the sixty days' notice, the coverage provided to LifeLock as the Master Policyholder remains in effect until notice is given or until the effective date of replacement coverage obtained by LifeLock as the Master Policyholder, whichever occurs first. Notice is considered given sixty days following the date of mailing or delivery of the notice. If LifeLock as the Master Policyholder elects not to renew, any earned premium for the period of extension of the terminated Policy shall be calculated pro rata at the lower of the current or previous year's rate. If LifeLock as the Master Policyholder accepts the renewal, the premium increase, if any, and other changes are effective the day following the prior policy's expiration or anniversary date. For purposes of this Section VIII.A.2, notice shall be considered given if we deliver new policy terms and conditions sixty days before the expiration date of the Master Policy.
3. Your coverage under the Master Policy shall terminate upon termination of your enrollment in a Membership Program or the termination of the Master Policy whichever the earlier.

### B. CHANGES

The Master Policy contains all the agreements between the Master Policyholder and us concerning the insurance afforded. The Master Policy's terms can be amended or waived only by an endorsement issued by us and made a part of the Master Policy.

### C. COVERAGE TERRITORY

Subject to its terms, conditions and exclusions, the Master Policy applies: (a) to a Stolen Identity Event or Unauthorized Funds Transfer occurring anywhere in the world, but we shall only pay for Loss incurred in the United States or a branch or office abroad of a United States regulated Financial Institution; (b) with respect to item (I)(A)(4) only, to a Loss occurring anywhere in the world

### D. LEGAL ACTION AGAINST US

No legal action may be brought or made against us under the Master Policy unless:

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- 1. There has been full compliance with all the terms of the Master Policy; and
- 2. The action is brought within two (2) years and a day after the date on which a Stolen Identity Event of Unauthorized Funds Transfer is first discovered by you, or with respect to item (I)(A)(4), a theft occurs.

**E. VENUE AND CHOICE OF LAW**

Any dispute arising out of the Master Policy, or with respect to the application of or the interpretation of the Master Policy, shall be governed by the laws of the state of New York, without giving effect to the principles of conflict of laws. We and you further agree that, in the event either party commences an action against the other arising out of a dispute under the Master Policy, such action may only be filed in the state courts in New York or in the federal courts located in the state of New York.

**F. CONCEALMENT, MISREPRESENTATION OR FRAUD**

Your coverage under the Master Policy shall be void if you intentionally conceal or misrepresent a material fact concerning the Master Policy.

**G. BANKRUPTCY**

Your bankruptcy or insolvency or your estate shall not relieve us of any obligation under the Master Policy.

**H. DUPLICATE COVERAGES**

If two or more of the Master Policy's Benefits apply to the same Loss, we will not pay more than the actual amount of any Loss.

**I. OTHER INSURANCE**

The benefits provided under the Master Policy are in excess of your existing insurance and other benefits, if any, whether primary, excess, contingent or on any other basis, including any right to receive reimbursement for a Stolen Funds Loss from the financial or credit institution holding the Account from which funds were stolen, or from any other source, or, for fraudulent tax refunds, from the U.S. Internal Revenue Service or the taxing authority of any state in the United States of America or the District of Columbia. If there is any other valid benefit, insurance or right to recovery which would otherwise apply in the absence of the Master Policy, benefits under the Master Policy shall be available only to the extent that any Loss is not covered by such other insurance or other benefits; but in no event shall we pay for any Loss if such other insurance or benefit is denied due to the existence of your coverage under the Master Policy. In no event will we pay more than the actual amount of Loss.



**J. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THE MASTER POLICY**

Your rights and duties under the Master Policy may not be transferred without our written consent except in the case of your death or incapacity. If you die or become incapacitated, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will assume your rights and duties under the Master Policy, but only with respect to the property in such person's possession.

**COMPANY**



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Blog (/Learn/)

Careers (<https://www.symantec.com/about/careers>)

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For Good (/About/Lifelock-For-Good/)

LIVE AGENT (TEL:+1-800-416-0599)

Investors (Http://Investor.Lifelock.Com/Phoenix.Zhtml?C=234808&P=Irol-IRHome)

Press Room (Https://Www.Symantec.Com/About/Newsroom/Press-Releases/)

Risk Calculator (/Risk-Calculator/)

Affiliates (/Affiliates/)

Security (/Security/)

Sitemap (/Site-Map/)

HELP



BUSINESS SOLUTIONS



(https://www.facebook.com/LifeLock)

(https://twitter.com/lifelock)

(https://www.linkedin.com/company/lifelock)

(https://www.youtube.com/user/lifelock)

Norton by Symantec is now Norton LifeLock. LifeLock™ identity theft protection is not available in all countries.

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Feedback

