

Travel Guard Group, Inc. ID Theft Service Description

Subject to the conditions described herein, Travel Guard Group, Inc. (herein called the "Company") makes the following services ID Theft Services (herein called "Services") available for the policyholder or the participating organization, where indicated, and to those eligible insureds described in the policy (herein called "Eligible Persons"). Not all Services described herein are provided to all Eligible Persons.

I. EFFECTIVE DATE OF SERVICES

Services shall be provided effective at 12:01 A.M. Standard Time at the policyholder's or participating organization's address as of the date the policy takes effect (herein the "Effective Date") and shall continue in force until the termination of the policy.

II. CONDITIONS OF AVAILABILITY OF SERVICES

The Company will provide the Services within the United States, *except for New York*.

III. DEFINITIONS

Account Takeover – "Account Takeover" means the takeover by a third party of one or more existing deposit accounts, credit card accounts, debit card accounts, ATM cards, utility or telecommunication accounts or lines of credit in the name of an eligible person. An Eligible Person will receive service due to an Account Takeover that occurs while the policy is in effect.

Identity Theft – "Identity Theft" means the creation of one or more new financial service accounts, or new identities in public records (such as a driver's license) or elsewhere, by a third party in the name of and without the knowledge of the victim, to commit fraud or other crimes and/or to disguise the third party's true identity. An Eligible Person will receive Service due to an Identity Theft that occurs while the policy is in effect.

Identity Theft Customer Service Center – Identity Theft Customer Service Center means that live, trained identity theft service representatives will answer Eligible Persons' calls on a 24 X 7 basis. Service representatives will provide assistance to the Eligible Person in restoring his/her identity by educating the Eligible Person on the process required, providing pertinent contact information for the credit reporting agencies, Federal Trade Commission and other organizations as indicated. Service representatives will collect all required data to document the service call and provide follow up.

Identity Theft Recovery Kit- Identity Theft Recovery Kit means a booklet that explains in detail the process of identity theft recovery, and also includes form letters that can be sent to credit bureaus, financial institutions and government agencies to assist an Eligible Person in combating identity theft.

III. DESCRIPTION OF SERVICES

The following Services will be provided to Eligible Person(s):

- Use of the Identity Theft Customer Service Center,
- A copy of the Identity Theft Recovery Kit if requested, and
- Restoration Services.

As used herein, "Restoration Services" consists of one or more of the following services to be performed for an Eligible Person in the event of an Identity Theft or Account Takeover that first occurs while the policy is in effect:

1. Provide Eligible Person 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 the Eligible Person's affected creditors, financial institutions, and utility providers of the identity fraud.
3. Provide assistance with filing a police report.
4. When appropriate, provide assistance with requesting that a fraud alert be placed on the Eligible Person's credit files and affected credit accounts.
5. When necessary, notify merchants that a fraudulent transaction occurred.
6. When appropriate, collect information regarding misuse of the Eligible Person's accounts.

7. Create and maintain a case file to document the identity fraud.
8. Review the Eligible Person's credit files with the Eligible Person to determine the accuracy of the file and potential areas of fraud.
9. When appropriate, provide assistance with obtaining and reviewing the Eligible Person's Social Security Personal Earnings and Benefits Statement.
10. Provide information to the Federal Trade Commission and to other government agencies as appropriate.
11. Research and investigate potential damage to Eligible Person's identity.
12. Other assistance as the Company might reasonably be able to offer Eligible Persons on a case by case basis as determined by the provider of the Services in its sole discretion.

IV. LIMITATION

The Company reserves the right to suspend, curtail, or limit any or all of the Services at any time in the event of war, riot, insurrection, opposition by legal and administrative authorities of the country in which the Identity Theft or Account Takeover occurs or acts of God. The Company will, however, provide services to the best of its ability during such occurrence.

The Company reserves the right to suspend, curtail, or limit any or all of the Services at any time with written notice to the policyholder or the participating organization if the Company determines that to provide or continue to provide the Services would put the Company in violation of any applicable laws, regulations or ordinances.

V. DISCLAIMER

The Company assumes no responsibility for any advice or counsel given by the service representatives or other persons contracted for the described Services. The Eligible Person shall not have any recourse to Company by reason of its suggestion of such service representatives or other persons or due to any legal or other determination resulting therefrom.

VI. SUBROGATION

The Company shall be subrogated, up to the value of the Services it has provided, to the rights and causes of action of the Eligible Person against any party responsible for Identity Theft or Account Takeover or any acts or omissions related thereto for which the Company renders assistance or for any other matter for which the Company incurs costs in providing Services under this Agreement.