

IDENTITY THEFT RECOVERY EXPENSES

Thank **You** for purchasing this Identity Theft Recovery Expenses **Group Policy**. This **Group Policy** sets out the Identity Recovery coverage provided to **You** and underwritten by The Boiler Inspection and Insurance Company of Canada, part of HSB Group.

In this **Group Policy**, The Boiler Inspection and Insurance Company of Canada is called **We, Us and Our**. **You** and **Your** refer to the individual identified as the **Insured** in the **Summary of Coverage**.

It is important that **You** read this **Group Policy** document carefully along with **Your Summary of Coverage**, which sets out the details of coverage.

Please take the time to review this **Group Policy** and the **Summary of Coverage**.

This **Group Policy** contains various exclusions and limitations which eliminate or restrict coverage.

Only **Identity Thefts** that occur within the **Insurance period** shown on **Your Summary of Coverage** will be covered under this **Group Policy**. There will be no coverage for any **Identity Theft** that was discovered by **You** prior to the effective date or after the expiry date shown on **Your Summary of Coverage**.

Insurance cannot be a source of profit. It is only designed to indemnify **You** against actual expenses incurred by **You**.

How to report a claim

If **You** need to make a claim under this **Group Policy**, **You** must telephone the helpline service as soon as **You** become aware of any incident or circumstance, but in no event more than 60 days after **You** become aware of such incident.

To Report an Identity Theft Claim in Canada, please call:

1. TELUS Customers: 1-844-388-0386
2. Employee Benefit Members: 1-866-448-8290

You can contact the Canadian based helpline service 24 hours a day, seven days a week. The claims team will provide **You** with guidance over the phone and advise what happens next.

To help the claims administrator check and improve their service standards, they record all inbound and outbound calls.

When telephoning the helpline service, please provide **Your** name and **Group Policy** Number shown on **Your Summary of Coverage** when prompted to do so by the claims administrator. If **You** are unable to provide **Your Group Policy** Number, this may result in your claim being delayed.

Please only contact the helpline service number above if **You** wish to report a claim under **Your** Identity Theft Recovery Expenses **Group Policy**. Do not use this helpline service to report an insurance claim under any other insurance **Group Policy** **You** may have. The helpline service will not be able to help **You** with this.

If **You** have a query concerning your **Group Policy** cover, or a change in **Your** circumstances, **You** should contact the insurance intermediary who sold **You** this **Group Policy**.



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Summary of Coverage

Please refer to **Your Summary of Coverage** document to determine the coverage **You** have. Also, refer to "Definitions", "How Much We Will Pay" and "What is Not Covered", for precise information on the coverages.

Definitions

This section of the **Group Policy** sets out the definitions for words and phrases that have specific meanings when used in this Group Policy.

Words shown in **bold** have the same meaning wherever they appear in the **Group Policy**, except for section and paragraph headings. They include the plural as well as the singular.

Authorized Representative	Means a person or entity authorized by law or contract to act on Your behalf.
Insurance period	Means the period commencing on the effective date of Your Summary of Coverage . The Insurance period ends on the expiration date or the cancellation date of this coverage, whichever comes first.
Contract	Means the entire Contract of insurance consisting of this Group Policy and Summary of Coverage , and any documents attached to the Group Policy when issued and any amendments to the Group Policy agreed upon in writing after the Group Policy is issued.
Coverage Territory	Means anywhere in Canada.
Group Policy	Means this insurance Contract . The Group Policy forms part of Your Contract .
Group Policy Period	Means the period commencing on the effective date shown in the Declarations of the Group Policy . The Group Policy Period ends on the expiration date or the cancellation date of this coverage, whichever comes first.
Identity Recovery Expenses	<p>Means the following when they are reasonable and necessary expenses that are incurred as a direct result of an Identity Theft suffered by You:</p> <ul style="list-style-type: none">a. Re-Filing Costs Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an Identity Theft.b. Notarization, Telephone and Postage Costs Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of Your efforts to report an Identity Theft or amend or rectify records as to Your true name or identity as a result of an Identity Theft.c. Credit Reports Cost for credit reports from established credit bureaus.d. Legal Costs Fees and expenses for a lawyer approved by Us for the following:<ul style="list-style-type: none">(1) The defence of any civil suit brought against You;(2) The removal of any civil judgment wrongfully entered against You;

- (3) Legal assistance for **You** at an audit or hearing by a governmental agency;
- (4) Legal assistance in challenging the accuracy of **Your** consumer credit report;
- (5) The defence of any criminal charges brought against **You** arising from the actions of a third party using **Your** personal identity.

e. Lost Wages

Your actual lost wages of for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self-employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.

f. Child and Elder Care Expenses

Actual costs for supervision of **Your** children or **Your** elderly or infirm relatives or dependents during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not **Your** relative.

g. Mental Health Counseling

Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not **Your** relative.

h. Miscellaneous Unnamed Costs

Any other reasonable costs necessarily incurred by **You** as a direct result of the Identity Theft:

(1) Such costs include:

- a) **Your** costs to recover control over **Your** personal identity;
- b) Deductibles or service fees from financial institutions.

(2) Such costs do not include:

- a) Costs to avoid, prevent or detect Identity Theft or other loss.
- b) Money lost or stolen;
- c) Costs that are restricted or excluded elsewhere in this Group Policy

Identity Theft

- a. Means the fraudulent use of **Personally Identifying Information**. This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.
- b. Does not mean or include the fraudulent use of a business name, or any other method of identifying a business activity.

Insured, You or Your

Means only the person(s) shown in the **Summary of Coverage**.

If family plan is selected, any spouse, partner, dependent or other family members of the person(s) shown in the **Summary of Coverage**.

Insurer, We, Us or Ours

Means The Boiler Inspection and Insurance Company of Canada.

Notice	Means a written communication by You to Us or vice versa.
One Occurrence	Means all Identity Thefts that: <ul style="list-style-type: none"> a. Take place at the same time; or b. Arise during the same Insurance period from the same source, cause or vulnerability.
Personally Identifying Information	<ul style="list-style-type: none"> a. Means information, including health information, that could be used to commit fraud or other illegal activity involving Your credit or identity. This information includes, but is not limited to, Social Insurance Numbers or other account numbers. b. Does not mean or include information that is otherwise available to the public, such as names and addresses.
Summary of Coverage	Means the insurance document called a Summary of Coverage , or any replacement of such document, which We issue to You , which contains information that is unique to Your Group Policy and summarizes the insurance coverages, premium, limits and deductible that apply. The Summary of Coverage forms part of Your Contract .
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.

Coverage Provisions

What is Covered

Identity Recovery

Coverage Requirements

This coverage applies only if all of the following conditions are met:

1. There has been an **Identity Theft**; and
2. Such **Identity Theft** occurred in the **Coverage Territory**, and
3. Such **Identity Theft** is first discovered by **You** during the **Insurance period** for which this **Group Policy** is applicable; and
4. Such **Identity Theft** is reported to **Us** as soon as practicable, but in no event more than 60 days after the date it is first discovered by **You**.

Coverages Provided

If all of the conditions listed in the **Coverage Requirements** have been met, then **We** will pay for reimbursement of the necessary and reasonable **Identity Recovery Expenses** incurred as a direct result of the **Identity Theft**.

Renewal and Cancellation of Group Policy

Renewal of the Group Policy

Will this Group Policy be renewed?

Unless NortonLifeLock Inc. notifies **Us** prior to the expiration of the **Group Policy**, the **Group Policy** will be automatically renewed for a subsequent twelve (12) month period. If the **Group Policy** is nonrenewed by **Us**, **We** will give NortonLifeLock Inc. written **Notice** of such nonrenewal not less than sixty (60) days before the effective date of such nonrenewal. Such **Notice** shall include the reason for nonrenewal and the expiration date of the **Group Policy**.

Cancellation of Your Group Policy

When may the Group Policy be cancelled?

We may cancel the **Group Policy** by providing written notice to NortonLifeLock Inc. at least sixty (60) days before the date of cancellation of the **Group Policy**.

NortonLifeLock Inc. may cancel the **Group Policy** by providing written **Notice** to **Us**. Coverage will be terminated effective immediately from the date written **Notice** of cancellation is received by **Us**.

In the event of cancellation of the **Group Policy**, any individual coverage then in force under the **Group Policy** shall remain in force until the expiry date shown in the **Summary of Coverage** or cancellation of the coverage, whichever comes first, however no new coverage shall be issued after notice of cancellation has been given by **Us** to NortonLifeLock Inc..

In the event of cancellation, this **Group Policy** is subject to a minimum retained premium as shown in the **Group Policy** Declarations.

How Much We Will Pay?

Limit of Liability

What is the maximum amount We will pay under this Group Policy?

The Annual Aggregate Limit shown in **Your Summary of Coverage** is the most **We** will pay under this **Group Policy** for any **Identity Theft** arising during any one **Insurance period**. This limit shall apply to the total loss arising from all **Identity Thefts** occurring during such **Insurance period**.

If **One Occurrence** causes an **Identity Theft** in more than one **Insurance period**, such **Identity Theft** will be subject to the Annual Aggregate Limit of the first such **Insurance Period**.

The following provisions are applicable to the **Group Policy**:

- a. Costs covered under item d., Legal Costs of the definition of **Identity Recovery Expenses** are part of, and not in addition to, the Annual Aggregate Limit.
- b. Costs covered under item e., Lost Wages and item f., Child and Elder Care Expenses of the definition of **Identity Recovery Expenses** are jointly subject to the Lost Wages and Child and Elder Care sublimit shown in the **Summary of Coverage**. This sublimit is part of, and not in addition to, the Annual Aggregate Limit. Coverage is limited to wages lost and expenses incurred within twelve (12) months after the first discovery of the **Identity Theft** by the **You**.
- c. Costs covered under item g. Mental Health Counseling of the definition of **Identity Recovery Expenses** is subject to the Mental Health Counseling sublimit shown in the **Summary of Coverage**. This sublimit is part of, and not in addition to, the Annual Aggregate Limit. Coverage is limited to counseling that takes place within twelve (12) months after the first discovery of the **Identity Theft** by the **You**.
- d. Costs covered under item h. Miscellaneous Unnamed Costs of the definition of **Identity Recovery Expenses** is subject to the Miscellaneous Unnamed Costs sublimit shown in the **Summary of Coverage**. This sublimit is part of, and not in addition to, the Annual Aggregate Limit. Coverage is limited to costs incurred within twelve (12) months after the first discovery of the **Identity Theft** by the **You**.

Deductible

What part of the Loss will You pay?

This coverage is not subject to a Deductible.

What is Not Covered?

Exclusions

The following exclusions apply to all coverage in this **Group Policy**. **We** will not pay for, loss, damage or expense caused by or resulting from the following:

1. Any fraudulent, dishonest or criminal act by **You** or any person aiding or abetting **You** or by **Your Authorized Representative**, whether acting alone or in collusion with others. However, this exclusion will not apply to **Your** interests when **You** have no knowledge or involvement in such fraud, dishonesty or criminal act.
2. **Your** intentional or willful complicity in a covered **Identity Theft**;
3. Any criminal investigations or proceedings;
4. Any bodily injury, psychological harm, emotional distress, anguish, trauma, illness, an ailment or death suffered by a person.
5. Any physical damage;
6. Any third party liability or legal defense costs;
7. Any fines or penalties;
8. The theft of a professional or business identity;
9. Any **Identity Theft** first discovered by **You** prior to the inception of **Your** coverage;
10. Any **Identity Theft** first occurring more than 60 days prior to the inception of **Your** coverage.
11. Any costs or expenses associated with an **Identity Theft** if such costs or expenses are incurred more than one year from the expiration date of the **insurance period** as shown in **Your Summary of Coverage**;
12. An **Identity Theft** that is not reported to the police.
13. War and military action including any of the following and any consequence of any of the following:
 - a. War, including undeclared or civil war;
 - b. Warlike action by 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
 - c. Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these.
14. Terrorism or any activity or decision of a government agency or other entity to prevent, respond or terminate terrorism, however caused. Any loss is excluded regardless of any other cause or event that contributes concurrently

or in any sequence to the loss.

15. Nuclear reaction or radiation or radioactive contamination, however caused.

Claims Provisions

Notice of Claim

What is required to file a Claim?

When there is an **Identity Theft**, **You** must promptly give **Us Notice**. The **Notice** must include:

1. **Your** name and **Group Policy** Number and name; and
2. the date, time, place and circumstances of the **Identity Theft**.

Duties After a Loss

What are Your responsibilities after an Identity Theft?

In case of an **Identity Theft**, **We** have no duty to provide coverage under this **Group Policy** if the failure to comply with the following duties is prejudicial to **Us**. These duties must be performed either by **You** or **Your** representative:

- a. Notify **Us** as soon as practicable, but in no event more than 60 days after the **Identity Theft**. Include a description of any property involved.
- b. Notify the police.;
- c. As soon as possible, provide **Us** with a description of how, when and where the **Identity Theft** occurred;
- d. As often as may be reasonably required, permit **Us** to:
 - (1) Inspect the property proving the **Identity Theft** ;
 - (2) Examine **Your** electronic media and records and hardware;
 - (3) Take samples of damaged and undamaged property for inspection, testing and analysis; and
 - (4) Make copies from **Your** electronic media and hardware.
- e. Send **Us** a signed, sworn proof of loss containing the information **We** request to investigate the **Identity Theft**. **You** must provide such signed, sworn proof of loss within 60 days after **Our** request. **We** will supply **You** with the necessary forms.
- f. Cooperate with **Us** in the investigation or settlement of the **Identity Theft**.
- g. Make no statement that will assume any obligation or admit any liability, for any **Identity Recovery Expenses** for which **We** may be liable, without **Our** prior consent.
- h. Promptly send **Us** any legal papers or **Notices** received concerning the **Identity Theft**;
- i. **We** may examine **You** under oath at such times as may be reasonably required, about any matter relating to this insurance or the **Identity Theft**. In the event of an examination, **Your** answers must be signed;
- j. **You** may not, except at **Your** own cost, voluntarily make a payment, assume any obligation, or incur any expense without **Our** prior written consent. **We** will not unreasonably withhold **Our** consent.

General Provisions

Currency Clause	It is agreed that all Limits and Deductibles expressed in the Group Policy and all premiums are in Canadian currency.
Due Diligence	<p>You agree to use due diligence to prevent and mitigate costs covered under this Group Policy. This includes, but is not limited to, complying with reasonable and widely-practiced steps for:</p> <ul style="list-style-type: none">a. Providing and maintaining appropriate system and data security; andb. Maintaining and updating at appropriate intervals, backups of electronic data.
Legal Advice	We are not Your legal advisor. Our determination of what is or is not insured under this Group Policy does not represent advice or counsel from Us about what You should or should not do.
Insurance Under More Than One Group Policy	If elements of coverage under this Group Policy are covered under any other Group Policy in force at the time of a covered event, then coverage under this Group Policy will apply as excess coverage only. If loss payment has been made under this or any other Group Policy for the same event, the amount of such payment will count the deductible that applies to coverage under this Group Policy .
Action Against Us	No action may be taken against Us in connection with this Group Policy unless You have first complied with all of its terms and conditions nor unless commenced within fourteen (14) months from the date of Identity Theft . If this limitation of time is shorter than that prescribed by the applicable statute, it is agreed such statutory limitation of time shall apply.
Provincial Law and Exclusive Provincial Jurisdiction	This Group Policy shall be governed by and construed in accordance with the laws of the province in which this Group Policy was delivered and the laws of Canada applicable therein. If any provision of this Group Policy conflicts with the laws of the province in which this Group Policy was delivered, this Group Policy is amended to conform to those laws.
Concealment or Fraud	This Group Policy is void if You have intentionally concealed or misrepresented any material fact relating to this Group Policy before or after an Identity Theft .
Subrogation	<p>We will be entitled to assume all Your rights of recovery against others and bring action in Your name to enforce these rights when We make payment or assume liability under this Group Policy.</p> <p>Your right to recover from Us is not affected by any release from liability entered into by You prior to Identity Theft.</p>
Sanctions	<p>We will not be liable to pay any claim or provide any benefit under this Group Policy which would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Canada or the United States of America.</p> <p>In the event of the above, We will treat this Group Policy as if it had never existed.</p>

Privacy Policy

“Our Privacy Commitment to You”

The Boiler Inspection and Insurance Company of Canada values **You** as a customer and **We** believe strongly in protecting the privacy of **Your** personal information. **We** would like to explain to **You** how **We** treat personal information **You** provide to **Us**.

When **You** purchase insurance from **Us**, **We** collect, use and disclose personal information in order to provide **You** with the insurance protection that **You** have requested. In order to do this, **We** collect, use and disclose **Your** personal information to:

- Communicate with **You**;
- Assess **Your** Application for insurance and underwrite **Your** policies;
- Evaluate claims;
- Detect and prevent fraud;
- Analyze business results;
- Act as required or authorized by law.

All personal information is safeguarded with appropriate security measures. **We** assume **Your** consent for **Our** company to use this information in an appropriate manner. **We** do not sell customer information to anyone.

You may withdraw **Your** consent subject to legal or contractual obligations and on reasonable notice.. Withdrawal of consent may prevent **Us** from providing **You** with the requested product or service.

For questions about **Our** personal information policies and practices, please contact **Us**:

By Mail: Privacy Officer

The Boiler Inspection & Insurance Company of Canada
390 Bay Street, Suite 2000
Toronto, Ontario M5H 2Y2

Telephone: 416-363-0538 or
1-888-988-0089 (toll-free)

By email: privacyoffice@biico.com

Or refer to **Our** website: <https://www.munichre.com/hsbbii/en/general/privacy-statement.html>