

**EVIDENCE OF COVERAGE  
STOLEN IDENTITY EVENT INSURANCE**

The Master Policy to which this Evidence of Coverage applies is registered and delivered as a surplus lines coverage under the Insurance Code of Washington, title 48 RCW. It is not protected by any Washington State guaranty association law. The broker that procured the Master Policy is Midlands Management, 5050 Quorum Drive, Suite 400, Dallas Texas 75254.

This Evidence of Coverage 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 Evidence of Coverage does not state all the terms, conditions, and exclusions of the Master Policy. Your benefits will be subject to all of the terms, conditions, and exclusions of the Master Policy, even if they are not mentioned in this Evidence of Coverage, 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 Membership Program. A complete copy of the Master Policy 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 Membership Program for which you have subscribed.

<p><b>Item of Coverage (Includes Non-Credit plans)</b></p>	<p><b>Norton 360 with LifeLock Select, Norton 360 with LifeLock, LifeLock, LifeLock Basic, LifeLock Command Center, LifeLock Junior, LifeLock Benefit Junior, LifeLock for Minors</b></p> <p><b>LifeLock Standard, LifeLock Select</b></p>	<p><b>Norton 360 with LifeLock Advantage, LifeLock Advantage, LifeLock Ultimate, LifeLock Senior</b></p> <p><b>LifeLock Advanced</b></p>	<p><b>Norton 360 with LifeLock Ultimate, Norton 360 with LifeLock Ultimate Plus, LifeLock Ultimate Plus, LifeLock Benefit Elite, LifeLock Premium, LifeLock Benefit Elite Plus, LifeLock Benefit Elite Premium, LifeLock Benefit Elite NCRS,</b></p>
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	<b>LifeLock Defender, LifeLock Defender for Government LifeLock Defender Choice, LifeLock Defender Preferred</b>  <b>LifeLock Core</b>		<b>LifeLock with Norton Benefit Essential, LifeLock with Norton Benefit Premier</b>  <b>LifeLock Total</b>
<b>I-A: Reimbursement Coverages for Stolen Identity Events A1 through A7:</b>  <b>A1 – Replacement of Documents</b>  <b>A2 – Traveling Expenses/Assistance</b>  <b>A3 – Loss of Income</b>  <b>A4 – Childcare and Elder Care</b>  <b>A5 – Arrest Related Expenses</b>  <b>A6 – Tax Refund Advance and Benefits Fraud Recovery</b>  <b>A7 – Other</b>	Up to a total of \$25,000 per Member Per Annum	Up to a total of \$100,000 per Member Per Annum	Up to a total of \$1,000,000 per Member Per Annum

<b>I-B: Reimbursement Coverage for Stolen Wallet</b>	Up to \$25,000 per Member Per Annum  (Maximum of \$500 for replacement of stolen cash)	Up to \$100,000 per Member Per Annum  (Maximum of \$500 for replacement of stolen cash)	Up to \$1,000,000 per Member Per Annum  (Maximum of \$500 for replacement of stolen cash)
<b>I-C: Reimbursement Coverage for Unauthorized Funds Transfer</b>	Up to \$25,000 per Member Per Annum	Up to \$100,000 per Member Per Annum	Up to \$1,000,000 per Member Per Annum
<b>I-D: Remediation Coverages D1 and D2: D1 – Legal Costs D2 – Remediation Services Costs</b>	Up to a total of \$1,000,000 per Member Per Annum	Up to a total of \$1,000,000 per Member Per Annum	Up to a total of \$1,000,000 per Member Per Annum

Throughout this Evidence of Coverage, 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 United Specialty 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 the DEFINITIONS below.

### **DEFINITIONS**

The following definitions shall apply for purposes of this Evidence of Coverage:

**A. Access Device** means an electronic device or vehicle, such as a card, code, electronic serial number, mobile identification number or personal identification number or other means of access to Your Account, or any combination thereof, that may be used by You to initiate a Funds Transfer.

**B. Account** means any federally insured U.S. regulated checking, savings, money market, brokerage, or credit card account held in Your name or for Your benefit directly or indirectly by a Financial Institution, established primarily for Your personal, family or household

purposes, and not used for Business purposes. Account also includes, but is not limited to, a Retirement Account held in the name of the Member, or the Member's authorized representative.

**C. Account Statement** means the document sent by the Financial Institution to the Insured on a regular, periodic basis summarizing all transactions of the Account during the prior covered reporting period.

**D. Adult** means a natural person who has attained the chronological legal age of majority, generally eighteen (18) years from date of birth.

**E. Bank Card** means a card, a card number or an Account number associated with an automated teller card, a credit card or a debit card.

**F. Benefits Fraud** means the use of an Insured or Minor Member's Personally Identifiable Information to apply for or obtain a Governmental Benefit.

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

**H. Commencement Date** means the date on which You become covered under the Master Policy, which date shall be the later of September 1, 2024 or the date on which the premium is paid on Your behalf upon or after Your enrollment in a Membership Program.

**I. Computing Device** means a desktop, laptop, tablet computer, hard wired or Wi-Fi connected Internet router, modem, cellular phone or smart phone. Such device must be owned or leased by You and operated under Your control.

**J. Computer System** means (i) the permanently located or portable hardware components of any digital system or device used to store, process, read, amend, or control data (including but not limited to text, voice recordings and images), and (ii) the software program held on or run by such a system, comprising a set of instructions capable, when incorporated in a machine readable medium, of causing a machine having information processing capabilities to indicate, perform, or achieve a particular function, task or result.

**K. Cyber Attack** means a malware attack or other unauthorized access or use of an Insured's or Minor Member's Computing Device or Computer System either by an unauthorized natural person or for an unauthorized purpose resulting in damage to the Computing Device, Computer System or data arising from malicious code, including but not limited to viruses, worms, phishing, Trojans, spyware and key loggers.

**L. Declarations Page** means the Declarations Page dated as of the Commencement Date.

**M. Digital Currency** means any currency that only exists digitally, that is maintained by a decentralized system, rather than by a centralized authority to record transactions and

manage the issuance of new units, and that relies on cryptography to prevent counterfeiting and fraudulent transactions.

**N. Digital Currency Account** means any account that is intended or permitted to be used for transactions or storage involving Digital Currency.

**O. Duress** means the use of threats, violence, constraint or other action to force another natural person to do something against their will or better judgment.

**P. Extortion** means and includes blackmail or criminal threats, carried out by a natural 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 or compelling the payment of money.

**Q. Financial Institution** means a federally insured U.S. regulated and domiciled entity that holds an Account, including a bank, savings association, or credit union.

**R. Forgery** means the act of signing, fabricating, or producing falsely the name of another natural person with the intent to deceive, harm or defraud, whether in writing or through an electronic identifier.

**S. Funds Transfer** means a transfer, including one initiated through an Access Device, electronic terminal, telephone, Computing Device, Computer System, or magnetic tape for the purpose of ordering, instructing or authorizing a Financial Institution to debit or credit an Account. Funds Transfer includes, but is not limited to, federally insured U.S. regulated point-of-sale transfers, automated teller machine transfers, direct deposits or withdrawals of funds, transfers initiated by telephone, and transfers resulting from Bank Card transactions, whether or not initiated through an electronic terminal or a Computing Device. Funds Transfer shall also include a request or direction to the U.S. Internal Revenue Service or the taxing authority of any state, county or municipality in the United States of America to issue a tax refund by pre-paid Bank Card, check or any other means.

**T. Government Visit** means traveling to obtain replacement of United States government issued personal identification documents, and/or to visit a governmental agency or department of the United States, any state or territory of the United States or any political subdivision thereof in order to replace, amend or rectify governmental records containing Personally Identifiable Information.

**U. Governmental Benefit** means any financial aid, services or benefits received from any state, federal or other public agency.

**V. Insured, You and Your** means a person who, at the time of a Stolen Identity Event or with respect to Item I-B, at the time of the Theft, is (1) enrolled in a Membership Program, an (2)

is a U.S. Citizen, Canadian citizen domiciled in the U.S., or U.S. resident with a legal right of abode, including members of the U.S. Armed Forces while abroad. Insured also means the parent or legal guardian of a Minor Member, and in the case of an Adult, if such Adult is not legally competent to manage their affairs, such Adult's authorized representative holding a power of attorney or guardianship appointment to act on the Adult's behalf.

**W. Insurer, We, Us and Our** means United Specialty Insurance Company.

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

**Y. Item** means with respect to the Membership Program benefits described in the chart above, the Items of insurance coverage that may be available for a particular form of Loss covered under the Master Policy, which are listed as Items I-A Reimbursement Coverages A.1 through A.7, Reimbursement Coverage I-B Stolen Wallet, Reimbursement Coverage I-C Unauthorized Funds Transfer, and I-D Remediation Coverages D.1 and D.2.

**Z. LifeLock** means Gen Digital Inc., which does business under the name LifeLock.

**AA. Limit(s)** means the amounts specified in the chart above, which are also contained in Appendix A to the Master Policy, which amounts represent the maximum amounts, in U.S. Dollars, We will pay Per Annum with respect to each Insured.

**BB. Loss** means loss or damage of the type described in Section I, Insuring Agreement which is sustained by You, and, except with respect to Item I-B, includes Losses incurred by a parent or legal guardian on behalf of a Minor Member.

**CC. Master Policyholder** means LifeLock.

**DD. Member** means a natural person who is enrolled in a Membership Program.

**EE. Membership Program** means those plans and programs offered by LifeLock to its Members both presently and in the future.

**FF. Minor Member** means a child or dependent of a Member whose chronological legal age is less than the age of majority, generally under eighteen (18) years, from date of birth, which child or dependent is enrolled in a Membership Program.

**GG. Per Annum** means for the purposes of the benefit Limits, the maximum amount payable in any twelve (12) month period.

**HH. Personally Identifiable Information** means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.

Personally Identifiable Information does not include a signature standing alone when not combined with other Personally Identifiable Information.

**II. Policy** means the Master Policy, together with any attachments, endorsements, exhibits and appendices hereto, as well as any evidence of coverage provided to an Insured.

**JJ. Retirement Account** means a defined contribution retirement savings plan in which an employee can elect to have the employer contribute a portion of the employee's 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.

**KK. Stolen Funds Loss** means the principal amount incurred by You and caused by an Unauthorized Funds Transfer, and any associated fees, penalties and interest incurred by the Insured which have been levied by a Financial Institution, the U.S. Internal Revenue Service or the taxing authority of any state, county or municipality in the U.S., which You would not have incurred but for the Unauthorized Funds Transfer. Stolen Funds Loss shall not include any Loss resulting from an Unauthorized Funds Transfer not reported by the Insured within twelve (12) months after the date the Unauthorized Funds Transfer occurs. Stolen Funds Loss shall not include any amount for which You did not seek reimbursement from the Financial Institution which holds the Account from which funds were stolen, and any amount for which You are (or would have been but for coverage under the Master Policy) eligible to receive reimbursement from any other source. In relation to the filing of any fraudulent tax return resulting in a tax refund being issued that is otherwise legally payable to the Insured, 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, county or municipality in the U.S. Stolen Funds Loss does not include Theft of any Digital Currency or Theft of any monies from a Digital Currency Account. Stolen Funds Loss shall not include any non-fungible tokens (NFTs) or other assets which only exist digitally and are verified using blockchain technology.

**LL. Stolen Identity Event** means an occurrence after the Commencement Date and before the Termination Date, whether committed by one or more natural persons or entities, of Theft of Your or a Minor Member's Personally Identifiable Information that is generally used by Financial Institutions to authenticate the identity of an account holder, such as Your or a Minor Member's personal government issued identification, social security number, or date of birth. Stolen Identity Event includes one or more uses of such stolen information, without Your uncoerced express authorization or consent, to access, establish, close or use an Account, secure a loan, apply for or obtain a Governmental Benefit, 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 forgery, a Cyber Attack, or the use of an Insured's Business name or any other method of identifying any Business activity of an Insured. Stolen Funds Loss does not include Theft of any Digital Currency or of any monies from Digital Currency Account.

**MM. Suit** means a civil proceeding seeking money damages or equitable relief that is commenced by the service of a complaint or similar process in connection with a Stolen Identity Event.

**NN. Termination Date** means the earlier of the date an Insured ceases to be enrolled in a Membership Program or the cancellation or termination of the Master Policy.

**OO. Theft** means unauthorized or non-consensual taking, possession, misappropriation, exercise of control, access or use.

**PP. Unauthorized Funds Transfer** means a Funds Transfer from Your Account, resulting from or as part of a Stolen Identity Event, that is initiated by a natural person or entity other than You without the actual authority to initiate the transfer and from which You or Your immediate family members receive no benefit. An Unauthorized Funds Transfer shall 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, county or municipality in the U.S. An Unauthorized Funds Transfer shall not include: an electronic funds transfer initiated: (i) by natural person to whom You furnished an Access Device, 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 natural person acting in concert with You, or (iii) by a Financial Institution or its employee(s). For purposes of this paragraph, 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 the child of Your spouse at the time of the Unauthorized Funds Transfer, and does not include any of the foregoing individuals if You report the Unauthorized Funds Transfer to law enforcement authorities, and cooperates in prosecuting the immediate family member.

## **I. INSURING AGREEMENT**

The following coverages are provided under the Master Policy subject to applicable Limits. Exclusions follow further below.

### **A. Reimbursement Coverages for a Stolen Identity Event**

1. Replacement of Documents. The expenses actually and reasonably incurred by You as a direct result of a Stolen Identity Event, including fees for notarization of affidavits or similar documents, mobile telephone per minute charges, long distance telephone call charges, charges for sending documents via facsimile, fees for making photocopies, and postage for (i) replacing identity documents (such as driver's licenses, passports, birth certificates and marriage certificates), or (ii) obtaining police reports at LifeLock's request.
2. Traveling Expenses/Assistance. Additional expenses (including for mileage at the standard federal mileage rate in effect at the time the mileage is incurred, parking, airline tickets, lodging, taxi or ride share, and/or a rental car) actually, necessarily and reasonably incurred by You, as a direct result of a Stolen Identity Event, in making a Government Visit, or to replace, amend or rectify records relating to Your true name or identity, as well as expenses actually, necessarily and reasonably incurred by You to return to Your permanent residence.
3. Loss of Income. Actual lost income that You would have earned as salary or wages in the United States, whether for partial or whole work days, but for time reasonably and necessarily taken off or away from regularly scheduled work and away from the work premises, solely as a result of efforts to make a Government Visit, or to replace, amend or rectify records relating to Your true name or identity as a direct result of a Stolen Identity Event, not exceeding 30 days. Actual lost income includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days. Lost income shall not include remuneration or compensation either or (i) for sick days, (ii) for time off to do tasks that could reasonably have been done during non-work hours, (iii) any compensation under any self-employment arrangement, including, without limitation, a sole proprietorship or any entity that You own or of which You control more than fifty percent (50%) of the equity, or (iv) for disruption, interference with or interruption of a Business function or process. Coverage is limited to income based on eight (8) hours a day and lost within six (6) months after Your discovery of a Stolen Identity Event.
4. Childcare and Elder Care. The expenses actually and reasonably incurred by You for providing additional childcare or care of elderly or infirm relatives for which You are directly responsible while travelling for a Government Visit or to replace, amend or rectify records as a direct result of a Stolen Identity Event. Such care must be provided by a professional care provider who is not Your relative.

5. Arrest Related Expenses. Expenses actually and reasonably incurred by You to obtain a bail bond or to secure emergency legal assistance in connection with a criminal arrest of You, which arrest is a direct result of a Stolen Identity Event.
6. Tax Refund Advance and Benefits Fraud Recovery. Reimbursement of any tax refund advance payable to You or repayment of the amount of any Governmental Benefits wrongfully paid in Your name as a result of a Stolen Identity Event, where Your identity was used to receive a fraudulent tax refund advance You are otherwise legally entitled to receive or to apply for or receive a Governmental Benefit; provided, however, that We are entitled to any repayment from the U.S. Internal Revenue Service or the taxing authority of any state, county or municipality in the United States after a fraud claim has been filed with the relevant taxing authority.
7. Other. Other expenses actually and reasonably incurred by You as a direct result of a Stolen Identity Event. However, for purposes of this Section I-A.7, Loss shall not include:
  - (i) costs or expenses otherwise specifically identified under Section I of the Master Policy;
  - (ii) an Unauthorized Funds Transfer (for which separate cover is provided in Section I-C of the Master Policy);
  - (iii) any losses specifically excluded in the Master Policy; and/or
  - (iv) costs incurred or expenses paid to lawyers and/or other third party professionals retained directly by You.

#### **B. Reimbursement Coverages for Stolen Wallet**

Stolen Handbag, Purse or Wallet. The cost of replacing Your stolen handbag, purse, wallet and/or similar container that You used for the purpose of carrying identifying documents and cash, as well as the cash contained therein, plus any notary costs and police report fees associated with filing and obtaining copies of the required police report, provided that:

- (i) the Theft included U.S. government issued personal identification documents, credit cards or other confidential personal identification information of the Insured;

- (ii) the Theft occurs after the Commencement Date and before the Termination Date; and
- (iii) the Theft is reported to law enforcement authorities within twenty-four (24) business hours of the incident and determined to be a Theft as evidenced by the police report and other reliable documentation.

Replacement of cash pursuant to this Section I-B is subject to the separate Limits identified in the chart above. Replacement of cash will be limited to only the face value of the stolen currency as evidenced by the police report and relevant withdrawal documents. Gift cards, promotional cards, or other non-Bank Card prepaid payment devices and their value are expressly excluded from coverage. Not more than one handbag or purse and one wallet or similar container will be reimbursed per Theft.

### **C. Reimbursement Coverages for Unauthorized Funds Transfer**

The direct financial loss of an Insured arising directly from a Stolen Funds Loss incurred as a direct result of a Stolen Identity Event.

### **D. Remediation Coverages**

1. **Legal Costs.** The amount of reasonable and necessary expenses paid to lawyers and other third party legal professionals and experts retained by LifeLock on Your behalf to represent You and incurred as a direct result of, and 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 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 in connection with a Stolen Identity Event.
2. **Remediation Services Costs.** The amount of reasonable and necessary expenses paid to investigators and other third-party experts 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 identity, or to recover Your Losses in accordance with Your Membership Program as a direct result of a Stolen Identity Event.

## **II. LIMITS OF INSURANCE/OUR LIABILITY**

The amounts specified in the chart above in this Evidence of Coverage, represent the maximum amounts, in U.S. Dollars, We will pay Per Annum. The benefit Limits to which You are entitled under the Master Policy will depend on the Membership Program in which You are enrolled. Except as expressly provided for in the Master Policy, the Master Policy does not cover any other indirect, punitive, exemplary, incidental or consequential damage or loss of any nature, including but not limited to, lost profits or revenue, loss of Business or Business income, or loss in excess of the Limits set forth herein.

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

### **III. EXCLUSIONS**

We will not pay for any Loss directly or indirectly arising out of or relating to 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. We reserve the right to recoup any payments made that have later been determined to fall under any of the following.

#### **A. Intentional or Voluntary Unlawful Acts**

Any intentional or voluntary dishonest, criminal, malicious or fraudulent acts in which You participated or which You directed, including but not limited to any misrepresentation or concealment of a material fact.

#### **B. Bodily Injury**

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**

1. 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. 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 is part of 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 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, cause fear in, influence the policy of, affect the conduct of, or coerce a government, business, 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, but not be limited to:

- a. any hostile act by a natural person(s) or entity (ies) 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 natural person(s) or entity(ies) 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 certified, verified, recognized or determined by a competent judicial, administrative, executive or legislative governmental entity to be an act of terrorism.

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. Radioactive Contamination – Physical Damage**

The Master Policy does not cover any Loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused.

#### **E. Commercial and Political Risk**

Loss or liability arising from:

1. Interference with, interruption or frustration of business, including but not limited to any and all forms of non-performance of contractual obligations and indemnities.
2. Failure to or delay in delivery or supply of any form of property whatsoever, unless as a direct result of physical damage.
3. Any form of financial guarantee, surety or credit indemnity.
4. Interruption or denial of access to an Account by an order of a court, or governmental or civil authority.

#### **F. Stolen Identity Event by a Known Perpetrator**

Any Stolen Identity Event committed or attempted to be committed by an immediate family member, anyone residing with You or other perpetrator known to You without signature authority on the affected Account. This exclusion shall not apply if You report the Unauthorized Funds Transfer to law enforcement authorities in accordance with the terms of the Master Policy and cooperates in prosecuting the perpetrator.

#### **G. Losses Not Timely Reported**

1. A Stolen Identity Event or Unauthorized Funds Transfer that is not reported to LifeLock within ninety (90) days after it is first discovered by You and, if the Unauthorized Funds Transfer results in a Stolen Funds Loss, any Stolen Funds Loss that is not reported to LifeLock within twelve (12) months after the date the Unauthorized Funds Transfer occurs; and
2. Solely with respect to Item I-B, a Stolen Handbag, Purse, or Wallet Loss that is not reported as required by the Policy or for which You did not submit a completed claim form within ninety (90) days after the Theft has occurred.

#### **H. Your Negligence**

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 or providing access to Personally Identifiable Information, an Account, or Theft of a handbag, purse or wallet. Negligence specifically includes, but is not limited to, You leaving a handbag, purse, wallet or Computing Device in an unlocked vehicle or failing

to review Account Statement for each of Your Accounts at least every twelve months.

### **I. Digital Currencies**

Any Loss involving Digital Currency.

### **J. Other Exclusions**

There shall be no coverage for any Loss arising directly or indirectly from:

1. Business or Professional Services activities, dealings, relationships or transactions, Business income, Business investments or, or any Business Account.

Any Business activity, including without limitation, any Loss connected to an Account used in whole or in part for Business purposes.

2. Public Authority

Any Loss resulting from or arising out of the destruction, confiscation or seizure by order of any government, law enforcement or public authority.

3. Voluntary Transfer or Disclosure

Your voluntary initiation or authorization of a Funds Transfer to a third party or voluntary access to or disclosure by You of any Account information, code or other security information to someone who subsequently contributes to a Stolen Identity Event. Voluntary disclosure includes You or anyone acting on Your behalf being induced by a dishonest act to voluntarily disclose any Account information, code or other security information, to effectuate a Funds Transfer to a third party or to purchase gift cards that are transferred to or payable to a third party, but does not include voluntary disclosures that were made under Duress.

4. Cyber Attack Loss

Any Loss, other loss or damage resulting from or arising out of a Cyber Attack, including, without limitation, loss of or damage to a Computing Device or Computer System; loss of data, loss of use of data, modification or deletion or copying of data; loss of access to a Computing Device or Computer System, data recovery costs, Computer System restoration costs, payment made in response to an Extortion threat, Extortion threat related response costs, and credit monitoring costs.

#### **IV. PREMIUMS**

Premiums for coverage afforded by the Master Policy are paid by LifeLock for You and on Your behalf.

#### **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 V.

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 LifeLock. You must submit a completed claim form to the Insurer and must also follow LifeLock's and the Insurer's instructions to mitigate potential Loss which will include at a minimum filing a police report, 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 arrested in connection with a Stolen Identity Event, You shall promptly, but no later than five (5) business days, notify LifeLock.

C. If You are a victim of Theft and sustain a Loss which may be covered under Item I-B, You shall file a police report within twenty-four (24) business hours of the Theft and promptly, but no later than ninety (90) days after the Theft, notify and complete and return a claims kit to LifeLock. You shall also follow LifeLock's and the Insurer's instructions to mitigate potential Loss.

D. The benefits described in the Master Policy are available only for Losses actually and reasonably incurred. In the event that You seek to obtain any of the benefits provided by the Master Policy in connection with a Loss, You shall:

1. Notify LifeLock of the Loss in accordance with Section V-A, V-B or V-C above (as applicable), submit to Us the written proof of Loss provided to You in a claims kit, and provide any other reasonable information or documentation that LifeLock or We may request;

2. Notify the Financial Institution, dispute the Unauthorized Funds Transfer with the Financial Institution and otherwise follow such bank or card issuers policies in strict accordance with the Financial Institution's terms and conditions following the occurrence of an Unauthorized Funds Transfer;

3. Take all reasonable steps to mitigate Loss, including, with respect to a Stolen Identity Event, participating in a mediation call to the Financial Institution with Your LifeLock specialist, requesting a waiver for any applicable fees, loan application fees or credit bureau fees;

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

a. Immediately forwarding to LifeLock and Us any notices, summons or legal papers received in connection with a Loss or the Stolen Identity Event;

b. Authorizing LifeLock and Us to obtain records and other information with regard to any Loss;

c. Cooperating with and helping LifeLock and Us to enforce any legal rights that You or LifeLock may have against anyone who may be liable to You;

d. 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

e. 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;

5. 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 involved and otherwise following such Financial Institution's policies;

6. In the event of a Stolen Funds Loss, You shall:

a. Take all reasonable steps to obtain reimbursement for the Stolen Funds Loss from the Financial Institution which holds the Account, to mitigate further losses from the compromised Account and otherwise following such Financial Institution's policies;

b. 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.

c. Send to LifeLock and Us, 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.

d. Provide LifeLock and Us with a complete description of efforts to obtain reimbursement from the Financial Institution that holds the Account and stated reasons why full or partial reimbursement was not provided by the Financial Institution; and

e. Provide any other reasonable information or documentation that LifeLock and We may request;

7. If You are a victim of Theft and sustains a Loss which may be covered under Item I-B, You shall:

a. report the Theft to law enforcement authorities within twenty-four (24) business hours of the incident and provide the police report to LifeLock and Us; and

b. provide LifeLock and Us with proof of purchase of the stolen handbag, purse, wallet and/or similar container.

E. You will make claims against all third parties as may be reasonable for full mitigation of Your Loss as directed by LifeLock or Us, and shall reasonably assist LifeLock and Us in making and pursuing any such claims in Your name or otherwise.

## **VI. CONDITIONS**

The following Conditions apply to this coverage.

### **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-B, 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-B, 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, change in deductible or reduction in limits or substantial reduction in coverage at least thirty days before the expiration date of the Master Policy. If we fail to provide the thirty 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 thirty 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 VI-A.2, notice shall be considered given if we deliver new Policy terms and conditions thirty days before the expiration date of the Master Policy.
3. Your coverage under the Master Policy shall terminate upon termination of your enrolment in a Membership Program or the termination of the Master Policy whichever the earlier.

#### **B. Changes**

The Master Policy contains all the agreements between LifeLock 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, condition 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 any territory of the United States or a branch or office abroad of a Financial Institution; and (b) with respect to Item I-B only, to a Loss occurring anywhere in the world.

#### **D. Legal Action Against Us**

Except as provided in Section VI-A.4 of the Master Policy, no legal action may be brought or made against Us under the Master Policy unless (i) there has been full compliance with all

the terms of the Master Policy by You; and (ii) the action is brought within two (2) years and a day after the date on which a Stolen Identity Event or Unauthorized Funds Transfer is first discovered by You or, with respect to Item I-B, a Theft occurs.

#### **E. Venue and Choice of Law**

Any dispute arising out of or related to 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 Washington, without giving effect to the principles of conflict of laws.

You and We 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 Washington or in the federal courts located in the state of Washington.

#### **F. Concealment, Misrepresentation or Fraud**

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

#### **G. Bankruptcy**

Your bankruptcy or insolvency shall not relieve Us of any obligation under the Master Policy.

#### **H. Duplicate Coverages**

If two or more of the Master Policy's Items of Coverage 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 other 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 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, and in no event shall it

include reimbursement of any deductible You paid or were responsible for under such other insurance or benefit. 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 death, incapacity or bankruptcy.

If You die or become incapacitated, Your rights and duties will be deemed to have been transferred to Your legal representative as appointed for Your estate or in the case of incapacity having the right to exercise Your power of attorney, but only while acting within the scope of duties as Your legal representative. Until a legal representative is appointed for You, anyone having proper temporary custody of Your property may assume Your rights and duties under the Master Policy, but only with respect to the property in such person's possession.

**Insurer:**

**United Specialty Insurance Company**

**P.O. Box 24622**

**Fort Worth, TX 76124**

**BY:**



**PRESIDENT - Matt Freeman**



**SECRETARY - David Cleff**