

GENERALI – U.S. BRANCH

SUMMARY DESCRIPTION OF BENEFITS

IDENTITY INSURANCE

This Summary Description of Benefits (the “Summary”) is provided to inform “you” that as a member of Cyrus Labs “you” are entitled to benefits under the “policy” referenced below. This Summary does not state all the terms, conditions, and exclusions of the “policy”. “Your” benefits will be subject to all of the terms, conditions, and exclusions of the “policy”, even if they are not mentioned in this Summary. A complete copy of the “policy” will be provided upon request.

The “policy” of Identity Insurance Coverage has been issued to Cyrus Labs (herein referred to as the “policyholder”), under Policy Number GID500003 underwritten by Generali – U.S. Branch to provide benefits as described in this Summary.

GENERAL INFORMATION

Company Name: Generali – U.S. Branch	Mailing Address: 7 World Trade Center 250 Greenwich St. 33rd Floor New York, NY 10007-0010
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Should “you” have any questions regarding the “membership program” provided by the “policyholder”, or wish to view a complete copy of the “policy”, please call the customer service number located in “your” membership materials.

LIMITS OF INSURANCE

Aggregate Limit of Insurance	\$20,000,000	per policy period
Per Occurrence Limit of Insurance	\$1,000,000	per policy period
Per Person Limit of Insurance	\$1,000,000	per policy period
Costs for refiling applications/replacement of documents	(Included)	per policy period
Costs of long distance phone calls and postage	(Included)	per policy period
Costs of notarizing affidavits or other similar documents	(Included)	per policy period
Child/Elder Care	\$500/day up to \$25,000	per policy period
Initial Legal Consultation	(Included)	per policy period
Additional Legal Costs	(Included)	per policy period
Loss of Income	\$500/day up to \$25,000	per policy period
Mental Healthcare Costs	\$1,000	per policy period
Travel Costs	\$5,000	per policy period
Credit Reports	(Included)	per policy period
Medical Records	(Included)	per policy period

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REPORTING AN IDENTITY THEFT EVENT

To report an “identity theft event”, please call the customer service number located in “your” membership materials.

FILING A CLAIM

If “you” have any questions regarding the Identity Theft insurance coverage or wish to file a claim under the “policy”, please contact the customer service number located in “your” membership materials.

This is a group “policy”. If the “policy” is terminated, “your” benefits will cease effective on the date of such termination. It is the obligation of the “policyholder” to inform “you” of any termination of the “policy”.

BENEFITS

Note: All benefits are subject to the maximum amount stated above for that benefit.

“We” will pay “you” for the following in the event of an “identity theft event”:

1. Costs for refiling applications/replacement of documents:

“We” will pay the actual costs incurred by “you” because of an “identity theft event” for:

- a. re-filing applications for loans, grants or other credit instruments that are rejected and
- b. replacing documents including driver’s licenses, passports, birth certificates, marriage certificates and stock certificates.

2. Costs of long distance phone calls and postage:

“We” will pay the actual costs of long distance phone calls and/or postage incurred by “you” to law enforcement agencies, credit agencies, financial institutions, healthcare providers, merchants or other credit grantors in order:

- a. to report an “identity theft event”; and/or
- b. amend or rectify records as to “your” true name or identity.

3. Costs of notarizing affidavits or other similar documents:

“We” will pay the actual costs of notarizing affidavits or other similar documents incurred by you in order to report an “identity theft event” and/or amend or rectify records as to “your” true name or identity.

4. Child/elder care costs:

“We” will pay costs for care of elderly relatives or child care for which “you” incurred as a result of “your” efforts to amend or rectify records as to “your” true name or identity as a result of an “identity theft event”. Care must be provided by a professional care provider who is not a relative of “yours”.

5. Initial legal consultation:

“We” will pay the reasonable and necessary fees and expenses incurred by “you” with “our” consent for an attorney approved by “us” for an initial legal consultation.

6. Additional Legal costs:

“We” will pay the reasonable and necessary fees and expenses incurred by “you” with “our” consent for an attorney approved by “us”. Legal fees and expenses include:

- a. Subject to the maximum amount stated above, the costs for an initial legal consultation;
- b. Defending any “suit” brought against “you” by a creditor, collection agency or other entity acting on behalf of a creditor for non-payment for goods or services or default on a loan solely as a result of an “identity theft event”;
- c. Removing any civil judgement wrongfully entered against “you” solely as a result of an “identity theft event”;
- d. Defending criminal charges brought against “you” as a result of an “identity theft event”; however, the fees and expenses are only paid after it has been established that “you” were not in fact the perpetrator;
- e. Contesting wrongfully incurred tax liability or the wrongful transfer of ownership of “your” tangible property.

7. Loss of income:

“We” will pay the “actual lost income” that would have been earned for time reasonably and necessarily taken off work and away from the “your” work premises to communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, healthcare providers, or other credit grantors. This “actual lost income” must be solely as a result of the “your” efforts to amend or rectify records as to your true name or identity as a result of an “identity theft event”. Computation of lost wages for “self-employed persons” must be supported by, and will be based on, prior year tax returns.

8. Mental healthcare costs:

Subject to “our” prior consent, “we” will pay reasonable actual costs “you” incur for counseling for shock, mental injury or mental anguish as a result of an “identity theft event”. Such counseling must be provided by a licensed mental health professional who is not a relative of “yours”.

9. Travel costs:

Subject to our prior consent, “we” will:

- a. pay costs for reasonable additional expenses (including but not limited to, gas, parking, airline tickets and/or rental car expenses) incurred by “you” in traveling to participate in the defense of “suits” brought against you by financial institutions, healthcare providers, merchants, other credit grantors or their collection agencies;
- b. participate in the criminal prosecution of the perpetrators of the “identity theft event”;
- c. file in-person loss affidavits and civil or criminal complaints with local law enforcement in the jurisdiction in which the “identity theft event” occurred as required by local law; or
- d. visit a governmental agency or department of the United States, or of any state or territory of the United States, to rectify records.

10. Credit Reports:

“We” will pay the cost incurred by “you” of up to six (6) credit reports from established credit bureaus (with no more than two (2) reports from any one credit bureau).

11. Medical Records:

"We" will pay the costs incurred by "you" for ordering medical records for the purpose of amending and/or rectifying those documents.

An "identity theft event" means the fraudulent use of "your" name, address, social security number, bank or credit card account number or other personally identifying information or other method of identifying "you". "Identity theft event" includes "medical identity theft". "Medical identity theft" means the theft of "your" personal or health insurance information to obtain medical treatment, pharmaceutical services or medical insurance coverage or to submit false claims for medical services or goods. An "identity theft event" does not include the theft or unauthorized or illegal use of "your" "business" name, d/b/a or any other method of identifying "your" "business" activity. All "loss" resulting from an "identity theft event(s)" and arising from the same, continuous, related or repeated acts will be treated as arising out of a single "identity theft event" occurring at the time of the first such "identity theft event".

EXCLUSIONS

The "policy" does not apply to any "loss" arising directly or indirectly, in whole or in part, out of the following:

1. Bodily Injury

Any physical injury, sickness, disease, disability, including required care, or loss of services sustained by a person, including death resulting from any of these at any time.

2. Dishonest Acts

Any dishonest, criminal, malicious or fraudulent acts if "you" who suffered a "loss" willingly participated in, directed, or had knowledge of such acts.

3. Natural Disaster (Act of God)

Any fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, an act of God or any other physical event.

4. Political Risk, Financial Guarantee & Risk Exclusion

Any:

- a. Contract frustration 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 or delay in delivery or supply of any form of property whatsoever, unless as a direct result of physical damage; and
- c. Form of financial guarantee, surety or credit indemnity.

5. Prior Losses

Any "loss" resulting from an "identity theft event" that occurred prior to the inception date of this "policy".

6. Professional or Business

Any "business" activity, including without limitation, any "loss" connected to an "account" used for "business" purposes.

7. Proper Authorities

Any “identity theft event” not reported to the police in writing.

8. **Public Authority**

Any destruction, confiscation or seizure by order of any government or public authority.

9. **Reporting**

Any “loss” resulting from an “identity theft event” reported to “us”:

- a. more than six (6) months after the “identity theft event” occurred, or;
 - b. more than ninety (90) days after the “identity theft event” is first discovered by “you”,
- whichever is earlier.

10. **Terrorism**

Terrorism (whether declared or not and whether domestic or foreign) includes an unlawful act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious, or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

11. **Theft by Immediate Family Members**

Any “loss” caused by “your” immediate family member without signature authority, subject to the following:

- a. An immediate family member for purposes of this exclusion includes the following:
 - (1) “Your” “spouse” (or analogous “domestic partner” recognized by law, such as a civil union);
 - (2) “Your” “dependent” child; or
 - (3) A “dependent” child of “your” “spouse”at the time of the “identity theft event”;
- b. The foregoing exclusion is not applicable provided that “you” file a report with appropriate law enforcement authorities regarding the “identity theft event” within fourteen (14) days after “your” discovery of the “identity theft event”.

12. **Voluntary Disclosure**

The voluntary disclosure of any code or other security information that can be used to gain access to any of “your” accounts to someone who subsequently contributes to an “identity theft event”. However, this exclusion will not apply if such disclosure was made when “you” were under duress or the victim of fraud.

13. **War**

War (whether declared or not) including civil war, insurrection, act of foreign enemy, civil commotion, fractional civil commotion, military or usurped power, rebellion, revolution, invasion, hostilities or warlike operations or mutiny or any act or condition incident to war.

COVERAGE SCOPE

Subject to the “policy’s” terms, conditions and exclusions, the “policy” provides benefits to “you” only if: (1) “you” report an “identity theft event” to the “policyholder” at the customer service number located in “your” membership materials as soon as “you” become aware of an “identity theft event”, but in no event later than

ninety (90) days after the "identity theft event" is discovered; and (2) "you" follow the instructions given to "you" in a claims kit that "you" will be provided. These instructions will include notifying major credit bureaus, the Federal Trade Commission's Identity Theft Hotline and appropriate law enforcement authorities. "You" will also be provided with a claim form and instructed how to file for benefits under the "policy" if the "identity theft event" results in "losses" covered under the "policy".

"You" will only be covered for an "identity theft event":

1. That occurs during the "policy period", is first discovered by "you" while "you" are a member of the "policyholder's insured program and is reported to "us" within ninety (90) days of such discovery, or
2. Within six months of the occurrence of an "identity theft event" that occurs during the "policy period" while "you" are a member of the "policyholder's" insured program,

whichever is earlier.

"You" will not be covered if the "identity theft event" first occurs after termination of the "policy" or termination of "your" membership in the "policyholder's" insured program.

LIMITS OF INSURANCE

The most "we" will pay "you" cannot exceed the Aggregate Limit of Insurance shown above. **All Additional Legal Costs are part of and subject to the Aggregate Limit of Insurance.** The other Limits of Insurance shown above are sub-limits of the Aggregate Limit of Insurance and the most "we" will pay "you" for those coverages.

OTHER INSURANCE

"We" are excess over any other insurance, including, without limitation, homeowner's or renter's insurance. If "you" have other insurance that applies to a "loss" under this "policy", the other insurance will pay first. This "policy" applies to the amount of "loss" that is in excess of the Limit of Insurance of "your" other insurance and the total of all "your" deductibles and self-insured amounts under all such other insurance. In no event will "we" pay more than "our" Limits of Insurance as shown above.

DUPLICATE COVERAGES

If "you" are enrolled in more than one "membership program" insured by "us", or any of "our" affiliates, "we" will reimburse "you" under each "membership program":

1. Subject to the applicable deductibles and Limits of Insurance of each insured "membership program";
2. But in no event will the total amount reimbursed to "you" under all "membership programs" exceed the actual amount of "loss", and
3. In no event will the Limit of Insurance under all "membership programs" exceed the largest Limit of Insurance available to "you" under any "membership program" provided by "us".

TERMINATION OF INSURANCE

"Your" insurance terminates on the date when the "policy" terminates.

Furthermore, after the cancellation, termination or expiration of "your" individual membership in the "membership program", "your" coverage under the "policy" is terminated. There is no coverage for "you" for any "identity theft event" occurring after the effective date and time of such termination.

The "policyholder" will provide "you" with 30 days advanced written notice of the termination.