

SERFF Tracking Number: SELC-125896112 State: Arkansas  
Filing Company: Selective Insurance Company of America State Tracking Number: EFT \$50  
Company Tracking Number: 08F-CP-122AR  
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)  
Product Name: Identity Recovery  
Project Name/Number: Identity Recovery/08F-CP-122AR

## Filing at a Glance

Company: Selective Insurance Company of America

Product Name: Identity Recovery	SERFF Tr Num: SELC-125896112	State: Arkansas
TOI: 01.0 Property	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)	Co Tr Num: 08F-CP-122AR	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Author: Tiel Yardley	Disposition Date: 11/12/2008
	Date Submitted: 11/11/2008	Disposition Status: Approved
Effective Date Requested (New): 04/01/2009		Effective Date (New): 04/01/2009
Effective Date Requested (Renewal): 04/01/2009		Effective Date (Renewal): 04/01/2009

State Filing Description:

## General Information

Project Name: Identity Recovery	Status of Filing in Domicile: Not Filed
Project Number: 08F-CP-122AR	Domicile Status Comments:
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 11/12/2008	
State Status Changed: 11/12/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Selective Insurance Company of America proposes to file the Identity Theft Case Management Service and Expense Reimbursement for IL 79 15 01 09.	

The proposed Identity Recovery coverage provides services to help business owners and partners who are victims of identity theft correct their personal credit history and identity records. In addition, identity theft insurance can reimburse



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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/12/2008	11/12/2008

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## **Disposition**

Disposition Date: 11/12/2008

Effective Date (New): 04/01/2009

Effective Date (Renewal): 04/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Form</b>	Identity Recovery Coverage	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Identity Recovery Coverage	IL 79 15	01 09	Endorsement/Amendment/Conditions	New	0.00	IDR Form IL7915 109 - Filing Version.pdf

# IDENTITY RECOVERY COVERAGE IDENTITY THEFT CASE MANAGEMENT SERVICE AND EXPENSE REIMBURSEMENT

IL 79 15 01 09

## THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This Endorsement applies to:

COMMERCIAL PROPERTY COVERAGE PART  
BUSINESSOWNERS COVERAGE PART  
COMMERCIAL OUTPUT POLICY COVERAGE PART

The following is added as an Additional Coverage. If this is being endorsed onto a multi-section form, it is added to the Property section:

### IDENTITY RECOVERY COVERAGE

We will provide the Case Management Service and Expense Reimbursement Coverage indicated below if all of the following requirements are met:

1. There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this policy; and
2. Such "identity theft" is first discovered by the "identity recovery insured" during the policy period for which this Identity Recovery coverage is applicable; and
3. Such "identity theft" is reported to us within 60 days after it is first discovered by the "identity recovery insured."

If all three of the requirements listed above have been met, then we will provide the following to the "identity recovery insured":

#### 1. Case Management Service

Services of an "identity recovery case manager" as needed to respond to the "identity theft"; and

#### 2. Expense Reimbursement

Reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft."

This coverage is additional insurance.

### EXCLUSIONS

The following additional exclusions apply to this coverage:

We do not cover loss or expense arising from any of the following.

1. The theft of a professional or business identity.

2. Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any authorized representative of an "identity recovery insured", whether acting alone or in collusion with others.
3. Loss other than "identity recovery expenses".
4. An "identity theft" that is first discovered by the "identity recovery insured" prior to or after the period for which this coverage applies. This exclusion applies whether or not such "identity theft" began or continued during the period of coverage.
5. An "identity theft" that is not reported to us within 60 days after it is first discovered by the "identity recovery insured."
6. An "identity theft" that is not reported in writing to the police.

### LIMITS

Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Service do not reduce the amount of limit available for Expense Reimbursement coverage.

Expense Reimbursement coverage is subject to a limit of \$25,000 annual aggregate per "identity recovery insured." Regardless of the number of claims, this limit is the most we will pay for the total of all loss or expense arising out of all "identity thefts" to any one "identity recovery insured" which are first discovered by the "identity recovery insured" during a 12-month period starting with the beginning of the present annual policy period. If an "identity theft" is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such "identity theft" will be subject to the aggregate limit applicable to the policy period when the "identity theft" was first discovered.

Legal costs as provided under item **d.** of the definition of “identity recovery expenses” are part of, and not in addition to, the Expense Reimbursement coverage limit.

Item **e.** (Lost Wages) and item **f.** (Child and Elder Care Expenses) of the definition of “identity recovery expenses” are jointly subject to a sublimit of \$250 per day, not to exceed \$5,000 in total. This sublimit is part of, and not in addition to, the Expense Reimbursement coverage limit. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the “identity theft” by the “identity recovery insured.”

Item **g.** (Mental Health Counseling) of the definition of “identity recovery expenses” is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Expense Reimbursement coverage limit. Coverage is limited to counseling that takes place within 12 months after the first discovery of the “identity theft” by the “identity recovery insured.”

## **DEDUCTIBLE**

Case Management Service is not subject to a deductible.

Expense Reimbursement coverage is subject to a deductible of \$250. Any one “identity recovery insured” shall be responsible for only one deductible under this Identity Recovery Coverage during any one policy period.

## **CONDITIONS**

The following additional conditions apply to this coverage:

### **A. Assistance and Claims**

For assistance or to report a claim, the “identity recovery insured” should call us for:

1. Advice on how to respond to a possible “identity theft”; or
2. Instructions on how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an “identity recovery insured” prior to a determination that a covered “identity theft” has occurred. Our provision of such services is not an admission of liability under the policy. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered “identity theft” has not occurred.

As respects Expense Reimbursement Coverage, the “identity recovery insured” must send to us, within 60 days after our request, receipts, bills or other records that support his or her claim for “identity recovery expenses.”

### **B. Computer Security**

It is the responsibility of each “identity recovery insured” to use and maintain his or her computer system security, including personal firewalls, anti-virus software and proper disposal of used hard drives.

### **C. Services**

The following conditions apply as respects any services provided by us or our designees to any “identity recovery insured” under this endorsement:

1. Our ability to provide helpful services in the event of an “identity theft” depends on the cooperation, permission and assistance of the “identity recovery insured.”
2. All services may not be available or applicable to all individuals. For example, “identity recovery insureds” who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
3. We do not warrant or guarantee that our services will end or eliminate all problems associated with an “identity theft” or prevent future “identity thefts.”

## **DEFINITIONS**

With respect to the provisions of this endorsement only, the following definitions are added:

1. **“Identity Recovery Case Manager”** means one or more individuals assigned by us to assist an “identity recovery insured” with communications we deem necessary for re-establishing the integrity of the personal identity of the “identity recovery insured.” This includes, with the permission and cooperation of the “identity recovery insured,” written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.

2. **“Identity Recovery Expenses”** means the following when they are reasonable and necessary expenses that are incurred in the United States or Canada as a direct result of an “identity theft”:
- a. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an “identity theft.”
  - b. 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. Costs for up to 12 credit reports from established credit bureaus dated within 12 months after your knowledge or discovery of an “identity theft.”
  - d. Fees and expenses for an attorney approved by us for:
    - (1) Defending any civil suit brought against an “identity recovery insured” by a creditor or collection agency or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as a result of an “identity theft”; and
    - (2) Removing any civil judgment wrongfully entered against an “identity recovery insured” as a result of the “identity theft.”
  - e. Actual lost wages of the “identity recovery insured” 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. Actual costs for supervision of children or elderly or infirm relatives or dependants of the “identity recovery insured” during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the “identity recovery insured.”
  - g. Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the “identity recovery insured.”
3. **“Identity Recovery Insured”** means the following:
- a. When the entity insured under this policy is a sole proprietorship, the “identity recovery insured” is the individual person who is the sole proprietor of the insured entity.
  - b. When the entity insured under this policy is a partnership, the “identity recovery insureds” are the current partners.
  - c. When the entity insured under this policy is a corporation or other organization, the “identity recovery insureds” are all individuals having an ownership position of 20% or more of the insured entity. However, if there is no one who has such an ownership position, then the “identity recovery insured” shall be:
    - (1) As respects a for-profit corporation or other organization, the chief executive of the insured entity; or
    - (2) As respects a not-for-profit corporation or other organization, which is not a religious institution, the executive director of the insured entity or the chairperson of the insured entity’s board of directors.
    - (3) As respects a religious institution, the senior ministerial employee.
- An “identity recovery insured” must always be an individual person. The entity insured under this policy is not an “identity recovery insured.”
4. **“Identity Theft”** means the fraudulent use of the social security number or other method of identifying an “identity recovery insured.” This includes fraudulently using the personal identity of an “identity recovery insured” to establish credit accounts, secure loans, enter into contracts or commit crimes.
- “Identity theft” does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

All other provisions of this policy apply.

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*TOI:*                      *01.0 Property*                      *Sub-TOI:*                      *01.0001 Commercial Property (Fire and Allied Lines)*  
  
*Product Name:*                      *Identity Recovery*  
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## **Rate Information**

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## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 11/12/2008

**Comments:**

**Attachment:**

P&C Transmittal AR COP.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="border: none;">New Business</td> <td style="border: none; width: 100px;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

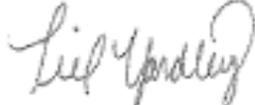
<b>3. Group Name</b>	<b>Group NAIC #</b>
Selective Insurance Company of America and its affiliates...	242

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Selective Insurance Company of America	NJ	12572	22-1272390	

<b>5. Company Tracking Number</b>	<b>08F-CP-122AR</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Tiel Yardley 40 Wantage Avenue Branchville, NJ 07890	State Filings Specialist	800-777-9656 X1633	973-948-4538	Tiel.yardley@selective.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Tiel Yardley

**Filing information** (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	Commercial Property (Fire and Allied Lines)
10.	Sub-Type of Insurance (Sub-TOI)	Commercial Property
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Identity Recovery
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: 4/1/09                      Renewal: 4/1/09

## Property & Casualty Transmittal Document---

<b>15.</b>	<b>Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16.</b>	<b>Reference Organization</b> (if applicable)	n/a
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	n/a
<b>18.</b>	<b>Company's Date of Filing</b>	11/11/08
<b>19.</b>	<b>Status of filing in domicile</b>	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	08F-CP-122AR
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Selective Insurance Company of America proposes to file the Identity Theft Case Management Service and Expense Reimbursement for IL 79 15 01 09.

The proposed Identity Recovery coverage provides services to help business owners and partners who are victims of identity theft correct their personal credit history and identity records. In addition, identity theft insurance can reimburse them for costs incurred to resolve problems.

Selective seeks to enhance its competitive position by offering Identity Theft Coverage to the Commercial Operators Property product. Agents will have the option to select the coverage once state filing approvals have been received.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p><b>Check #:</b> n/a via EFT  <b>Amount:</b> 50.00</p> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p>	

**\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**