



Child Welfare Supervisor – FULL TIME
Lockport Village, Chicago, IL, US

Salary Range: \$48,000 to \$52,000 Annually

HOW TO APPLY:

Please apply directly on our website using the following link:

https://workforcenow.adp.com/mascsr/default/mdf/recruitment/recruitment.html?cid=9328f242-28b7-486f-8c4d-bae2d0926232&ccid=19000101_000001&lang=en_US&jobId=9200174080075_1&source=EN

OR

Email your resume to Kelsey Balk at kbalk@sosillinois.org

ABOUT US:

At SOS Children's Villages Illinois, we are committed to providing safe, stable, loving homes.

We do this by keeping brothers and sisters together in an individual home in the care of a full-time, professional Foster Parent. In doing so, we lay the foundation for rebuilding trust, confidence, and hope for each child in our care.

SOS Children's Villages Illinois offers an innovative approach to traditional foster care. Our model of care gives children the opportunity to live in a nurturing, stable, single-family home with their brothers and sisters in the care of a full-time, professionally trained Foster Parent in one of our Villages. Children benefit from the stability of remaining with their siblings as well as the support of neighboring SOS Illinois Foster Parents and the entire community.

BASIC FUNCTION:

To provide direct supervision to the case management staff in order to ensure the delivery of quality services to SOS children, foster parents and biological families in order to achieve the particular case goal as outlined and explained in the client service plan.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Supervise all child welfare services, including intake, case management and foster home placements, while monitoring clinical and legal services.

1. Work with the Village Director and other supervisory staff to develop and implement other programs to ensure that necessary services are provided to SOS children and their families.
2. Provide regularly scheduled and documented supervision with case management staff.

3. Ensure that complete, accurate, and current documentation is maintained for all SOS children.
4. Conduct quarterly file reviews.
5. Facilitate and participate in family and team meetings. As needed, provide consultation to foster parents to ensure adequate understanding of case dynamics.
6. Prepare monthly foster care agency performance report, and meet with APT monitor monthly.
7. Monitor foster homes in accordance with DCFS 402 standards and act as liaison to the DCFS Foster Home Licensing Agent.
8. Participate in the agencies annual Foster Parent Law Implementation Plan.
9. Responsible for the implementation and coordination of SACWIS requirements.
10. Develop relationships and coordinate with DCFS, LANS and other community agencies for the maximum utilization of available resources to address all service goals.
11. Prepare for and attend required case meetings, ACR's, court dates, and staffing as required.
12. Submit reports as required by the Village Director.
13. Maintain communication with other staff to ensure coordination of efforts.
14. Perform on-call duties as needed.
15. Communicate problems and issues within the department to the Village Director.
16. Complete all mandatory DCFS, agency and job specific training.
17. Perform other duties as assigned.
18. Comply with all SOS policies, state, federal, county and city laws, rules and regulations.
19. Participate in ongoing professional development workshops and seminars as required by the organization and other governing bodies.
20. Facilitate professional development and training opportunities for case management staff.
21. Attend required staff meetings, agency meetings, supervision and other meetings as requested.
22. Supervise all programs under the direction of the Director of Programs and Services.
23. Timely completion of all DCFS required paperwork, including 906, 1420 and 1425.

MINIMUM QUALIFICATIONS:

1. MSW or other relevant DCFS approved Masters Degree.
2. Three years direct service child welfare experience and 1 year experience in supervising child welfare staff; or 5 years direct service child welfare experience and proven leadership skills.
3. DCFS Child Welfare Employee Licensure required; 402 Licensure preferred or ability to pass 402 licensure test within 3 months of employment.
4. Experience in behavior management programs and needs assessment helpful.
5. Ability to work with DCFS, courts, and other social service systems.
6. Ability to pass DCFS required criminal background check including CANTS/SACWIS and SORS.
7. Ability to provide required DCFS Medical Report/TB test.
8. Valid Illinois driver's license with acceptable driving record; insured and reliable transportation.
9. Sensitivity to the cultural and socioeconomic characteristics of clients and staff.



10. Ability to relate to the Agency staff and to the public in a courteous and professional manner.
11. Ability to work in a team environment.
12. Strong communication and organizational skills.
13. Ability to exercise discretion and independent judgment.
14. Ability to handle sensitive and confidential materials.
15. Reliable, punctual, and able to manage multiple tasks.
16. Ability to work flexible hours.
17. Ability to work in an alcohol, tobacco and drug-free environment.
18. Commitment to SOS Children's Villages Illinois philosophy and mission.

ADA DISCLAIMER/STATEMENT: The above statements are intended to describe the general nature and level of work being performed by the person assigned to this position. Position responsibilities are intended to describe those functions that are essential to the performance of this job. This position description does not state or imply that the above are the only duties and responsibilities assigned to this position. Employees holding this position will be required to perform any other job-related duties requested by management. All requirements are subject to possible modification to reasonably accommodate individuals with a disability.

SOS CHILDREN'S VILLAGES ILLINOIS is an equal opportunity employer. Employment, assignment, and promotion practices are carried out in accordance with all applicable laws, rules, regulations and orders without regard to race, religion, color, national origin, physical handicap, social handicap, sex, age, or ancestry.



HDI SPECIALTY INSURANCE COMPANY

161 NORTH CLARK STREET, 48th Floor
CHICAGO, IL 60601

COMMERCIAL CYBER INSURANCE POLICY

Policy Number: SCYRD25157190000 For: Village of Alsip

Underwriting Team:

Terrence O'Neil - Underwriter
Jim Clark - Chief Underwriting Officer

THIS CONTRACT IS ISSUED, PURSUANT TO SECTION 445 OF THE ILLINOIS INSURANCE CODE, BY AN INSURER NOT AUTHORIZED AND LICENSED TO TRANSACT BUSINESS IN ILLINOIS AND AS SUCH IS NOT COVERED BY THE ILLINOIS INSURANCE GUARANTY FUND.

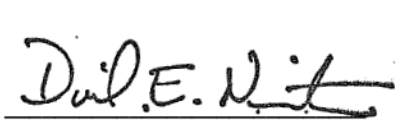
Loss Notification

To report a claim 24 hours a day, 7 days a week, please contact us as soon as practicable for further assistance:

Telephone: 1-855-247-4710
Email: KOHagan@ohaganmeyer.com

POLICY JACKET, DECLARATIONS, FORMS AND ENDORSEMENTS COMPLETE THIS POLICY

In Witness Whereof, we have caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Corporate Secretary
David Neumeister



CEO
Dr. Lothar Becker



President
James Clark

NOTICE: Insuring Agreements A and B of this Policy provide coverage on Claims Made and Reported basis. Coverage under Insuring Agreements A and B of this Policy only apply to **claims** first made against **you** during the **policy period** or any applicable Extended Reporting Period and reported to **us** pursuant to section V.D of this Policy. Amounts incurred as **claims expenses** under this Policy will reduce and may exhaust the Limit of Liability of this Policy and are subject to **deductibles**.

Insuring Agreements C through H of this Policy provide coverage on an Incident Discovered and Reported basis. Coverage under Insuring Agreements C through H apply only to incidents first discovered by a member of the **control group** during the **policy period** and reported to us pursuant to section V.D of this Policy.

Declarations

Producer

RT Specialty
2601 Main Street, Suite 450
Irvine, CA 92614

- Item 1.** Policy Number: SCYRD25157190000
- Item 2.** Policyholder: Village of Alsip
- Item 3.** Policyholder Address: 4500 W 123rd St., Alsip, IL, 60803
- Item 4.** Policy Period: Effective Date: 07-01-2021
Expiration Date: 07-01-2022
Both days at 12:01 AM local standard time

Item 5.	SCHEDULE OF COVERAGE	LIMIT	DEDUCTIBLE
A.	NETWORK SECURITY AND PRIVACY LIABILITY	\$ 2,000,000	\$ 5,000
B.	MULTIMEDIA LIABILITY	\$ 2,000,000	\$ 5,000
C.	INCIDENT RESPONSE EXPENSE	\$ 2,000,000	\$ 5,000
D.	BUSINESS INTERRUPTION LOSS AND EXTRA EXPENSE	\$ 2,000,000	\$ 5,000 8 Hour Waiting Period
E.	DATA RESTORATION EXPENSE	\$ 2,000,000	\$ 5,000
F.	CYBER THEFT AND SOCIAL ENGINEERING LOSS	\$ 2,000,000	\$ 5,000
G.	CYBER EXTORTION AND RANSOMWARE EXPENSE	\$ 2,000,000	\$ 5,000

AGGREGATE LIMIT OF LIABILITY

- H. Aggregate Limit of Liability: 2,000,000 per claim and in the Aggregate

- Item 6.** Retroactive Date: Full Prior Acts
- Item 7.** Premium: Policy Premium: \$4,463.00
Broker Fee: \$0.00
Taxes & Surcharges: \$159.00
Policy Total Due: \$4,622.00
- Item 8.** Insurer: HDI Specialty Insurance Company
161 North Clark Street – 48th Floor
Chicago, IL 60601
A Stock Insurer
- Item 9.** Send Notice of Claims To: Kevin O'Hagan
O'Hagan Meyer PLLC
1 E. Wacker Drive – 34th Floor Chicago,
IL 60601
By Hotline: 1-855-247-4710
By Email: KOHagan@ohaganmeyer.com

Notice to Policyholder: This contract is issued by a domestic surplus line insurer, as defined in Section 445a of the Illinois Insurance Code, pursuant to Section 445, and as such is not covered by the Illinois Insurance Guaranty Fund.

Item 10. Forms & Endorsements:

CY SUX 5000 0119	Commercial Cyber Policy Jacket
CY SU 5001 0119	Declarations
CY CF 5000 1119	Commercial Cyber Insurance Coverage Form
HS IL AM 4005 0818	Service of Suit
CY AM 5003 1119	Bricked Device Endorsement
CY AM 5004 0119	Business Reputation Loss Endorsement
CY AM 5008 0119	Contingent Bodily Injury Endorsement
CY AM 5009 0119	Contingent Business Interruption Endorsement
CY AM 5010 0119	Contingent Property Damage Endorsement
CY AM 5012 0119	Delete Crime Controls Endorsement
CY AM 5016 0119	Laptop Replacement Endorsement
CY AM 5019 0119	Reliance on “Other Carrier’s” Application Endorsement
CY AM 5102 0119	Economic or Trade Sanctions
CY AM 5103 0119	OFAC Advisory Notice
PP 3000 0517	Privacy Notice
CY AM 5105 RTS 0820	RT Specialty Amendatory Endorsement

The Declarations along with the completed and signed **application** and the Policy with endorsements will constitute the contract between **you** and **us**. In consideration of the payment of the premium, in reliance upon the **application**, and subject to the Declarations and the terms and conditions of this Policy, **you** and **we** agree as follows:

I. INSURING AGREEMENTS

A. NETWORK SECURITY AND PRIVACY LIABILITY

We will pay on **your** behalf all **damages** and **claims expense**, within the Limit of Liability and in excess of the **deductible**, which **you** become legally obligated to pay as a result of any **claim** arising out of a **wrongful act** committed by **you**, or any person or entity for whose **wrongful act you** are legally responsible, provided that the **claim**:

1. is first made against **you** during the **policy period** or any Extended Reporting Period (if applicable);
2. arises out of a **wrongful act** committed on or after the **retroactive date** and before the end of the **policy period**; and
3. is reported to **us** pursuant to section V.D of this Policy.

B. MULTIMEDIA LIABILITY

We will pay on **your** behalf all **damages** and **claims expense**, within the Limit of Liability and in excess of the **deductible**, which **you** become legally obligated to pay as a result of any **claim** arising out of any **wrongful act** committed in the course of **media activities** by **you**, or any person or entity for whose **wrongful act you** are legally responsible, provided that the **claim**:

1. is first made against **you** during the **policy period** or any Extended Reporting Period (if applicable);
2. arises out of a **wrongful act** committed on or after the **retroactive date** and before the end of the **policy period**; and
3. is reported to **us** pursuant to section V.D of this Policy.

C. INCIDENT RESPONSE EXPENSE

We will pay on behalf of the **named insured** or a **subsidiary** for **incident response expense**, within the Limit of Liability and in excess of the **deductible**, which are incurred by the **named insured** or a **subsidiary** as a result of a:

1. **data breach**;
2. **computer system disruption**;
3. **data loss**;
4. **cyber theft**; or
5. a **cyber extortion and ransomware threat**,

that is first discovered by a member of the **control group** during the **policy period** and reported to **us** pursuant to section V.D of this Policy.

D. BUSINESS INTERRUPTION LOSS AND EXTRA EXPENSE

We will reimburse **you** for **income loss**, **extra expense**, and **special expense**, within the Limit of Liability and in excess of the **deductible**, which are incurred by the **named insured** or a **subsidiary** during the **period of restoration** and **extended interruption period** (if applicable), as a result of a **computer system disruption** from a **covered cause of loss** that is first discovered by a member of the **control group** during the **policy period** and reported to **us** pursuant to section V.D of this Policy.

E. DATA RESTORATION EXPENSE

We will reimburse **you** for **restoration expense** and **special expense**, within the Limit of Liability and in excess of the **deductible**, which are incurred by the **named insured** or a **subsidiary** as a result of **data loss** from a **covered cause of loss** that is first discovered by a member of the **control group** during the **policy period** and reported to **us** pursuant to section V.D of this Policy.

F. CYBER THEFT AND SOCIAL ENGINEERING LOSS

We will reimburse **you** for **financial loss**, within the Limit of Liability and in excess of the **deductible**, which is incurred by the **named insured** or a **subsidiary** as a result of a **cyber theft** that is first discovered by a member of the **control group** during the **policy period** and reported to **us** pursuant to section V.D of this Policy.

G. CYBER EXTORTION AND RANSOMWARE EXPENSE

We will reimburse **you** for **cyber extortion and ransomware expense**, within the Limit of Liability and in excess of the **deductible**, which is incurred by the **named insured** or a **subsidiary** as a result of a **cyber extortion and ransomware threat** that is first discovered by a member of the **control group** during the **policy period** and reported to **us** pursuant to section V.D of this Policy.

II. DEFENSE, INVESTIGATION, AND SETTLEMENT OF CLAIMS AND FIRST-PARTY EVENTS

A. **We** have the right and duty to defend any **claim** against **you** even if such **claim** is groundless or fraudulent; however **our** right and duty to defend **you** under this Policy ends when the applicable Limit of Liability has been exhausted by payments of **damages**, **claims expenses**, and **first-party expense**.

B. Defense counsel will be mutually agreed upon between **you** and **us**, but in the absence of such agreement, **our** decision will be final.

C. **We** have the right to investigate any **claim** or **first-party event** in the manner and to the extent that **we** believe is proper unless the total cost of **damages**, **claims expense**, and **first-party expense** is less than the amount remaining in **your deductible**.

- D. **You** may not make any payment (except at **your** own cost), assume any obligation, or incur any expense in relation to a **claim** without **our** prior written consent, which will not be unreasonably withheld, conditioned or delayed. However, **we** agree that:
1. **our** consent will not be required for **claims expense** incurred within the **deductible**; and
 2. **you** may settle any **claim** where the **damages** and **claims expense** combined do not exceed the **deductible**, but only if the entire **claim** is resolved and **you** obtain a full release from all claimants.
- E. **We** will not settle any **claim** without the prior written consent of the **named insured**. However, if the **named insured** refuses to consent to any settlement or compromise recommended by **us** which is also acceptable to the claimant, where the total cost of **damages** and **claims expense** would be in excess of the **deductible**, if such a settlement were consummated, and then elects to contest the **claim**, **our** liability for any **damages** and **claims expenses** will not exceed
1. the amount for which the **claim** could have been settled, less the **deductible**, plus the **claims expenses** incurred up to the time of such refusal; and
 2. eighty percent (80%) of any **damages** and **claims expenses** incurred after the date such settlement or compromise was refused by the **named insured**,
- or the applicable Limit of Liability, whichever is less.

III. DEFINITIONS

- A. **Application** means all insurance applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **named insured** to **us** in connection with the underwriting of this Policy.
- B. **Breach advisory services** means any of the following expenses incurred by the **named insured** or a **subsidiary** with **our** prior written consent, which will not be unreasonably withheld, conditioned, or delayed for a lawyer or breach response consultant to:
1. establish attorney-client privilege with **you** and coordinate any applicable **incident investigation and remediation services, public relations services, notification services, or identity theft remediation services**, on **your** behalf;
 2. advise on the applicability and actions necessary to comply with **your** ethical, professional, contractual, and regulatory requirements as well as security and privacy breach notification laws; and
 3. communicate a litigation hold to preserve potential evidence (if applicable),
- following a **data breach** or a **cyber extortion and ransomware threat**.

- C. **Claim** means:
1. a civil, disciplinary, administrative, licensing board, professional, or regulatory proceeding other than an investigation commenced by the filing of a complaint, notice of charges or similar pleading;
 2. an arbitration, mediation, or other alternative dispute resolution proceeding;
 3. a written demand for services or monetary relief;
 4. written notice by **you** to **us** of circumstances that could give rise to a **claim**; or
 5. a request received to toll or waive a statute of limitations,

including, where applicable, any appeal therefrom, and alleging a **wrongful act**. **Claim** will also include an administrative or regulatory investigation, but only if **you** give written notice of such investigation to **us** pursuant to section V.D of this Policy and request that **we** treat such investigation as a **claim** under this Policy, provided further that such **claim** will be deemed to have been made when such notice is given to **us**. Also, with respect to an investigation that constitutes a **claim** pursuant to the foregoing sentence, the term **wrongful act** also means the matter(s) that gave rise to such investigation.

All **claims** arising out of the same **wrongful act** or which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **claim** regardless of the number of events, allegations, claimants, defendants or causes of action, and will be deemed first made on the date the earliest of such **claims** is first made or, in the event of a **claim** that is an investigation, it will be deemed first made on the date **you** first give **us** written notice of such investigation, regardless of whether such date is before or during the **policy period**.

- D. **Claims expense** means reasonable and necessary:
1. fees or disbursements charged by a lawyer to defend any **claim**;
 2. expenses incurred by **you** with **our** prior written consent, which will not be unreasonably withheld, conditioned, or delayed, to respond to a subpoena for documents or witness testimony and attend court, tribunal, arbitration, adjudication, mediation, or other hearings in connection with any **claim** covered by this Policy;
 3. premiums for any appeal bond, attachment bond, or similar bond; however, **we** will have no obligation to apply for or furnish such bond; and
 4. mediation costs, arbitration expenses, expert witness fees, and other fees, costs, and expenses resulting from investigation, adjustment, defense, and appeal of a **claim** arising in connection therewith, if incurred by **us**, or by **you** with **our** written consent, which will not be unreasonably withheld, conditioned or delayed.

Claims expense does not include any salaries, overheads or other charges **you** incur for any time **you** spend in cooperating in the defense and investigation of any **claim** or circumstance which could give rise to a **claim** under this Policy, except as provided in section III.D.2 of this Policy. **Claims expenses** are part of, not in addition to, the Limit of Liability.

- E. **Computer system disruption** means total or partial interruption, degradation in service or failure of **your computer system** caused by a **covered cause of loss**. A **computer system disruption** will be deemed to occur that such event is first discovered by a member of the **control group**. All **computer system disruptions** which have as a common nexus any fact, circumstance, situation, event, transaction,

cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **computer system disruption** and will be deemed to have occurred on the date the earliest of such **computer system disruption** is deemed to have occurred.

F. **Confidential information** means any proprietary or private information transmitted, disseminated or stored in any manner or medium including:

1. business data, legal data, commercial financial data, FEIN numbers, tax data, employment data, account numbers, account histories, passwords, security codes, competitive data, marketing data, strategies and planning data, research and development data, product data, vendor data, contractor data, and customer data;
2. trade secrets, patent applications, data, designs, forecasts, formulas, methods, practices, processes, records, reports or other items of information; and
3. data subject to a non-disclosure agreement or contractual provisions that stipulate the confidentiality of data,

which is in care, custody, or control of the **named insured** or a **subsidiary** or in the care, custody, or control of any person or entity holding, hosting, storing, maintaining, managing, processing, disposing of, or transmitting such information on behalf of the **named insured** or a **subsidiary** and is not available to the general public.

G. **Control group** means the individuals that previously held or currently holds any of the following positions at the **named insured**: Chief Executive Officer, Chief Financial Officer, General Counsel, Director of Risk Management, or any other position that has substantially similar responsibilities as those referenced above, irrespective of the exact title of such position.

H. **Covered cause of loss** means:

1. any of the following computer attacks on **your computer system** committed by anyone other than members of the **control group**:
 - a. hacker attacks intended to result in unauthorized access to, unauthorized use of, or malicious damage to **your computer system** by any means including techniques for bypassing technical security or social engineering techniques;
 - b. denial of service attacks intended to deliberately overload bandwidth connections, web sites or web servers by sending substantial quantities of repeat or irrelevant communications, packets, or data with the intent of degrading or blocking access to **your computer system**;
 - c. **cyber extortion or ransomware threats**; or
 - d. malicious code designed to erase or corrupt data or damage or disrupt **your computer system**;
2. any act, error, or omission resulting in:
 - a. physical damage to or destruction of electronic storage media on **your computer system** resulting in **data loss**;
 - b. physical damage to or destruction of computer hardware resulting in **data loss**;
 - c. electrostatic build-up and static electricity resulting in **data loss**;
 - d. under voltage, over voltage, or failure of power supplies under the operational control of the **named insured** or a **subsidiary** resulting in **data loss**;
 - e. data creation, entry, or modification errors; or
 - f. failures in the on-going operation, administration, upgrading, and maintenance of **your computer system**, excluding the design, architecture, or configuration of **your computer system**.

A **covered cause of loss** will be deemed to occur at the time such event is first discovered by a member of the **control group**. All **covered causes of loss** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **covered cause of loss** and will be deemed to have occurred on the date the earliest of such **covered cause of loss** is deemed to have occurred.

I. **Cyber extortion and ransomware expense** means expenses incurred by the **named insured** or a **subsidiary** with our prior written consent, which will not be unreasonably withheld, conditioned, or delayed, to terminate a **cyber extortion and ransomware threat**, including:

1. **money** or other consideration paid to satisfy a demand by an extortionist in conjunction with a **cyber extortion and ransomware threat**; and
2. a third-party extortion consultant retained to investigate, respond to, and assist with terminating a **cyber extortion and ransomware threat**.

J. **Cyber extortion and ransomware threat** means a credible threat made by anyone other than a member of the **control group** to perpetrate or continue a **data breach** or a **covered cause of loss** unless an extortion demand for **money**, **securities**, or **other property** is satisfied by the **named insured** or a **subsidiary**. A **cyber extortion and ransomware threat** will be deemed to occur at the time such event is first discovered by a member of the **control group**. All **cyber extortion and ransomware threats** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related or connected facts, circumstances, situations, events, transactions, or causes will be considered a single **cyber extortion and ransomware threat** and will be deemed to have occurred on the date the earliest of such **cyber extortion and ransomware threat** is deemed to have occurred.

K. **Cyber theft** means **financial loss** incurred by the **named insured** or any **subsidiary** as a direct result of:

1. the transfer of funds by **you**, in good faith, from the **named insured's** or **subsidiary's** bank, escrow, or **securities** accounts, or from a **named insured's** or **subsidiary's** client's bank, escrow, or **securities** accounts to a third party in reasonable reliance on fraudulent or deceptive communications directing **you** to transfer or pay the funds to a third party under false pretenses, but only where **you** verbally confirm and verify wire instructions prior to transferring the funds;
2. the theft of funds from the **named insured's** or **subsidiary's** bank, escrow, or **securities** accounts, or from a **named insured's** or **subsidiary's** client's bank, escrow, or **securities** accounts as a result of fraudulent or deceptive communications from a third party directing the bank or **securities** broker to transfer or pay the funds to a third party under false pretenses without **your** knowledge or consent; or

3. fraudulent or dishonest use of **your computer system** or telephone system to steal service, bandwidth, **money, securities, or other property**.

A **cyber theft** will be deemed to occur at the time such event is first discovered by a member of the **control group**. All **cyber theft** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **cyber theft** and will be deemed to have occurred on the date the earliest of such **cyber theft** is deemed to have occurred.

- L. **Damages** means any amount **you** become legally obligated to pay because of a judgment, award, settlement, fine, penalty, or the like rendered against **you** including, but not limited to:
1. pre-judgment interest and post-judgment interest;
 2. punitive or exemplary damages or any damages which are a multiple of compensatory damages, where insurable by law. For purposes of this provision, the law of the applicable jurisdiction most favorable to insurability of such damages will be applied;
 3. fines, penalties or sanctions **you** are legally obligated to pay due to an adverse judgement or settlement arising out of a disciplinary, administrative, or regulatory proceeding, where insurable by law. For the purposes of this provision, the law of the applicable jurisdiction most favorable to insurability of such damages will be applied;
 4. sums of **money you** are legally obligated to pay as an award or fund for affected individuals for the payment of consumer or client **claims** due to an adverse judgment or settlement arising out of regulatory, administrative, or disciplinary proceeding, where insurable by law. For the purposes of this provision, the law of the applicable jurisdiction most favorable to insurability of such damages will be applied;
 5. attorney's fees and attorney's expense included as part of a judgment, award, or settlement;
 6. fees, costs, and expenses to implement a Corrective Action Plan, which **you** are required to implement by the Federal Trade Commission or the Office for Civil Rights as part of a Resolution Agreement, but only where such Corrective Action Plan is the result of a violation of privacy rules due to a **wrongful act**;
 7. fines, assessments, or penalties that **you** are obligated to pay under the terms of a Card Brand or merchant services agreement, but only where such fines, assessments, or penalties result from noncompliance with PCI-DSS or similar standards due to a **wrongful act**; and
 8. fees, costs, and expenses allocated to that **you** are obligated to pay under the terms of a Card Brand or merchant services agreement including, but not limited to chargebacks, reimbursements, card reissuance costs, service fees, and fraud recoveries, but only where such fees, costs, and expenses result from noncompliance with PCI-DSS or similar standards due to a **wrongful act**.

If the **named insured** presents a good faith argument in writing including, but not limited to a written opinion of counsel, that any such damages, fines, penalties, sanctions or other amounts are insurable under applicable law, **we** shall not challenge that determination.

Damages does not mean or include:

- a. **your** future royalties or future profits, restitution, disgorgement of profits by **you**, or the costs of complying with orders granting injunctive relief;
- b. return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided; or
- c. any amounts for which **you** are not liable, or for which there is no legal recourse against **you**.

However, for purpose of exceptions a, b, and c above, the terms "**your**" and "**you**" do not include any person or entity added to this Policy as an additional insured as defined in section III.QQ.7 of this Policy.

- M. **Data breach** means theft, mysterious disappearance, unintentional, or accidental disclosure of, or unauthorized access to, **your** data including, but not limited to, **personally identifiable non-public information** or **confidential information** that is in care, custody, or control of the **named insured** or a **subsidiary**, or in the care, custody, or control of any person or entity that is holding, hosting, storing, maintaining, processing, disposing of, or transmitting such information on behalf of the **named insured** or a **subsidiary**. A **data breach** will be deemed to occur at the time such event is first discovered by a member of the **control group**. All **data breaches** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **data breach** and will be deemed to have occurred on the date the earliest of such **data breach** is deemed to have occurred.
- N. **Data loss** means:
1. damage, alteration, corruption, distortion, theft, misuse or destruction of electronic information, software and firmware on **your computer system**; and
 2. inability to access electronic information, software and firmware on **your computer system**,
- which is caused by a **covered cause of loss**. **Data loss** will be deemed to occur at the time such event is first discovered by a member of the **control group**. All **data losses** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **data loss** and will be deemed to have occurred on the date the earliest of such **data loss** is deemed to have occurred.
- O. **Deductible** means the applicable amounts for each **claim** or **first-party event** set forth in Item 5 of the Declarations.
- P. **Extra expense** means any additional the fees, costs, and expenses over and above normal operating expense incurred by the **named insured** or a **subsidiary** during the **period of restoration** to avoid or minimize the partial or total suspension of the **named insured's** or **subsidiary's** operations resulting from a **computer system disruption**.
- Q. **Extended interruption period** means the period of time that:
1. begins on the date and time that the **period of restoration** ends; and

2. terminates on the date and time that **you** restore, or **you** would have restored by exercising due diligence and dispatch, the **named insured's** or **subsidiary's** net profit before income taxes that would have been earned through business operations had the **computer system disruption** not occurred.

However, in no event will the **extended interruption period** mean more than or exceed three hundred and sixty-five (365) days.

- R. **Financial loss** means loss of **money, securities, services, or other property** which is directly caused by **cyber theft**; however, **financial loss** does not mean or include:
1. any amounts reimbursed by a financial institution; or
 2. funds transferred by **you** pursuant to e-mail or faxed wire instructions if **you** failed to verbally confirm and verify wire instructions prior to transferring the funds.

- S. **First-party event** means any:
1. **data breach**;
 2. **computer system disruption**;
 3. **data loss**;
 4. **cyber theft**; or
 5. **cyber extortion and ransomware threat**.

A **first party event** will be deemed to occur at the time such event is first discovered by a member of the **control group**. All **first-party events** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **first-party event** and will be deemed to have occurred on the date the earliest of such **first-party event** is deemed to have occurred.

- T. **First-party expense** means all:
1. **incident response expense**;
 2. **income loss**;
 3. **extra expense**;
 4. **special expense**;
 5. **restoration expense**;
 6. **financial loss**; and
 7. **cyber extortion and ransomware expense**.

- U. **Identify theft remediation services** means any of the following expenses incurred by the **named insured** or a **subsidiary** with **our** prior written consent, which will not be unreasonably withheld, conditioned, or delayed, that the **named insured** or a **subsidiary** are either legally obligated to pay, or not legally obligated to pay, but elect to incur to remediate reputational damage or to mitigate or avoid a **claim**:
1. costs to hire breach response specialists to establish credit monitoring, healthcare record monitoring, identity monitoring, identity theft assistance, and an incident help line, for a period of up to twenty-four (24) months from the date of enrollment in such services for individuals or organizations impacted by a **data breach**, but only where such individual or organization actually enrolls for, and redeems, such services. This Policy does not cover any costs arising out of credit monitoring, healthcare record monitoring, identity monitoring, or identity theft assistance for individuals or organizations that have not enrolled for and redeemed such services; and
 2. costs to procure identity restoration services or identity theft insurance for individuals or organizations impacted by a **data breach**.

- V. **Incident investigation and remediation services** means any of the following expenses incurred by the **named insured** or a **subsidiary** with **our** prior written consent, which will not be unreasonably withheld, conditioned or delayed, for forensics and information security consultants to:
1. conduct a forensic investigation **your computer system**:
 - a. to determine the existence, source, and scope of a **data breach, computer system disruption, data loss, cyber theft, or cyber extortion and ransomware threat**; or
 - b. as required by a regulatory body, client contract, or under the terms of a Card Brand or merchant services agreement including, but not limited to a requirement for an independent forensic investigation conducted by a Payment Card Industry Forensic Investigator (PFI);
 2. provide initial advice to remediate the impact of a **data breach, computer system disruption, data loss, cyber theft, or cyber extortion and ransomware threat**;
 3. preserve relevant data for potential electronic discovery and electronic evidence purposes;
 4. contain and remove any malware discovered on **your computer system**;
 5. mitigate any such **data breach, computer system disruption, data loss, cyber theft, or cyber extortion and ransomware threat**;
 6. recertify that **your computer system** meets PCI-DSS or similar standards following a **data breach**, but only when required by a regulatory body, client contract, or under the terms of a Card Brand or merchant services agreement;
 7. provide expert witness testimony at any trial or hearing arising from the **data breach, computer system disruption, data loss, cyber theft, or cyber extortion and ransomware threat**; and
 8. provide post breach remediation and breach prevention services to **you** including an information security risk assessment, information security gap analysis, an information security document set, and an information security awareness training session.

- W. **Incident response expense** means:
1. With respect to a **data breach, incident response expense** means **breach advisory services, incident investigation and remediation services, public relations services, notification services, and identity theft remediation services**;
 2. With respect to a **computer system disruption, data loss, and cyber theft, incident response expense** means **incident investigation and remediation services, and public relations services**; and

3. With respect to a **cyber extortion and ransomware threat, incident response expense** means **breach advisory services, incident investigation and remediation services, public relations services, and notification services.**

X. **Income loss** means:

1. the net profit before income taxes the **named insured** and any **subsidiary** are prevented from earning during the **period of restoration** and **extended interruption period** due to a loss of revenue (including the loss of clients, loss of fees, contractual penalties, loss of sales, loss of billable hours, and loss of revenue from other sources) caused by a **computer system disruption**; or
2. the net loss before income taxes the **named insured** and any **subsidiary** are unable to avoid during the **period of restoration** and **extended interruption period** due to a loss of revenue (including loss of clients, loss of fees, contractual penalties, loss of sales, loss of billable hours, and loss of revenue from other sources) caused by a **computer system disruption**; and
3. fixed operating expenses incurred by the **named insured** or any **subsidiary**, but only to the extent that such fixed operating expenses:
 - a. must necessarily continue during the **period of restoration** and **extended interruption period**; and
 - b. would have been incurred had the **computer system disruption** not occurred.

The amount of **income loss** will be determined in accordance with section V.F of this Policy.

Y. **Media activities** means the gathering, collection, broadcast, creation, distribution, exhibition, performance, preparation, printing, production, publication, release, display, research, or serialization of **media material** by **you** or any person or entity on **your** behalf.

Z. **Media Material** means the content of any publication in any form including written, printed, video, electronic, digital, or digitized communication of language, data, facts, fiction, music, photographs, images, advertisements, artistic expression, or visual or graphical materials.

AA. **Money** means a medium of exchange in current use recognized, authorized, or adopted by a domestic or foreign government, including but not limited to:

1. currency (including crypto currency), coins, and bank notes in current use and having a face value;
2. traveler's checks;
3. registered checks and money orders held for sale to the public; and
4. electronic cash equivalents.

Money does not mean or include **securities** or **other property**.

BB. **Named insured** means the legal entity(ies) shown in Item 2 of the Declarations.

CC. **Notification services** means any of the following expenses incurred by **you** with **our** prior written consent, which will not be unreasonably withheld, conditioned, or delayed, that **you** are either legally obligated to pay, or not legally obligated to pay, but elect to incur to mitigate damage to **your** reputation or mitigate or avoid a **claim** in the event of a **data breach** or **cyber extortion and ransomware threat**, to:

1. notify individuals, organizations, any State Attorney General, the Office for Civil Rights (OCR) or any other appropriate governmental, regulatory, law enforcement, professional or statutory body of an actual or suspected **data breach** or **cyber extortion and ransomware threat**;
2. draft, print, and mail letters to affected individuals including cost of address verification, email notice, media notice, mailing services, and postage;
3. set up a call center to manage inbound and outbound calls in direct relation to the event; and
4. provide translation services to manage communications with affected individuals.

DD. **Other Property** means any tangible property other than **money** or **securities** that has intrinsic value.

EE. **Period of restoration** means the time period that:

1. begins on the specific date and time the **computer system disruption** first occurred; and
2. ends on the specific date and time the **computer system disruption** ends, or would have ended had **you** or a third party hosting, storing, maintaining, managing or processing on **your** behalf (if applicable) acted with due diligence and dispatch,

however, in no event will the **period of restoration** mean more than one hundred and eighty (180) days. The restoration of **your computer system** will not end the **period of restoration** if another **computer system disruption** occurs within seventy-two (72) hours of such restoration due to the same cause as the original **computer system disruption**.

FF. **Personally identifiable non-public information** means information transmitted, disseminated, or stored in any manner or medium that allows an individual to be uniquely identified including, but not limited to an individual's name, social security number, medical or healthcare data, other protected health information, driver's license number, state identification number, credit card number, debit card number, other financial account numbers, address, telephone number, IP address, email address, account number, account histories, passwords, security codes, and other nonpublic personal information as defined in local, state, federal, foreign, or international law relating to:

1. the collection, control, security, use or disposal of private information;
2. identity theft protection; and/or
3. notification of actual or possible privacy breaches.

GG. **Policy period** means the period of insurance stated in Item 4 of the Declarations.

HH. **Public relations services** mean any of the following expenses incurred by **you** with **our** prior written consent, which will not be unreasonably withheld, conditioned or delayed, to hire public relations consultants to:

1. advise on, design, implement, and execute a public relations campaign;
2. formulate a crisis communications plan in order to reduce damage to **your** brand;

3. coordinate media relations; and
4. provide media communications training to **your** spokespeople,

in response to a **data breach, computer system disruption, data loss, cyber theft, or cyber extortion and ransomware threat** covered by this Policy.

- II. **Restoration expense** means expenses **you** incur through the use of **your** employees or external consultants, contractors or advisors to repair, replace, retrieve, recreate, or restore, information, software, or firmware on **your computer system** to the same state and with the same contents immediately before the **data loss** from a **covered cause of loss** occurred.

Restoration expense does not mean or include:

1. repairing, replacing, retrieving, recreating, restoring, upgrading, or updating information, software, or firmware on **your computer system** to a level beyond that which existed prior to the **data loss**;
2. identifying, patching, or remediating errors or vulnerabilities in information, software, or firmware on **your computer system**;
3. economic or market value of information, software, or firmware on **your computer system**; or
4. repairing or replacing any tangible property including computer hardware of any kind.

- JJ. **Retroactive date** means the date specified in Item 6 of the Declarations.

- KK. **Securities** means all negotiable or non-negotiable instruments or contracts representing **money** or **other property**. **Securities** does not mean or include **money** or **other property**.

- LL. **Special expense** means the costs and expenses incurred by **you** or on **your** behalf in establishing that **you** have sustained **restoration expense, income loss, or extra expense** and the quantum of such **restoration expense, income loss, or extra expense** pursuant to section V.F of this Policy.

- MM. **Subsidiary** means any entity:

1. which, on or prior to the inception date of this Policy, the **named insured** either:
 - a. owns, directly or through one or more **subsidiaries**, more than fifty percent (50%) of the outstanding voting securities; or
 - b. has the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of a **subsidiary**, to elect, appoint or designate a majority of the Board of Directors of a corporation, the management committee of a joint venture, or the management board of a limited liability company ("Management Control"); and
2. Of which the **named insured** acquires, directly or through one or more **subsidiaries**, Management Control after the inception date of this Policy, provided that:
 - a. the revenues of such entity do not exceed thirty percent (30%) of the **named insured's** annual revenues; or
 - b. if the revenues of such entity exceed thirty percent (30%) of the **named insured's** annual revenues, then coverage under this Policy will be afforded for a period of ninety (90) days, but only for any **data breach, data loss, computer system disruption, cybercrime, cyber extortion and ransomware threat, wrongful act, claim**, or potential **claim** first occurring after the entity became a **subsidiary**. Coverage beyond such ninety (90) day period will only be available if the **named insured** gives **us** written notice of the acquisition, obtains **our** written consent to extend coverage to the entity beyond such ninety (90) day period and agrees to pay any additional premium required by **us**.

A **subsidiary** ceases to be a **subsidiary** at such time when the **named insured** ceases to have Management Control of the **subsidiary**. This Policy only provides coverage for **subsidiaries** while the **named insured** has Management Control.

- NN. **Waiting period** means the period of time beginning when the **period of restoration** begins and expiring after the elapse of the number of hours set forth in Item 5 of the Declarations. A separate **waiting period** will apply to each **period of restoration**.

- OO. **We, us, or our** means the Underwriters providing this insurance.

- PP. **Wrongful act** means:

1. With respect to Insuring Agreement A - Network Security and Privacy Liability, any actual or alleged act, error, omission, misstatement, misleading statement, neglect, or breach of duty committed during the course of business activities by **you** or by any person or entity for whose **wrongful act you** are legally responsible resulting in:
 - a. failure to prevent a **data breach**;
 - b. breach of any rights of confidentiality, including a breach of any provisions of a non-disclosure agreement or breach of a contractual warranty relating to the confidentiality of data as a result of a **data breach**;
 - c. breach of a merchant credit card services agreement due to the **named insured's** or a **subsidiary's** noncompliance with published PCI-DSS or similar standards and caused by a **data breach**;
 - d. failure to prevent a **cyber extortion and ransomware threat**;
 - e. failure to prevent **cyber theft**;
 - f. failure to prevent damage to, loss of, or spoilage of data;
 - g. failure to destroy **personally identifiable non-public information** or **confidential information**;
 - h. failure to notify or warn any person or entity of the actual or possible loss, disclosure, or theft of **personally identifiable non-public information** or **confidential information**;
 - i. wrongful or unauthorized collection of **personally identifiable non-public information** or **confidential information**;
 - j. failure to comply with the **named insured's** or a **subsidiary's** written privacy policy;
 - k. failure to prevent the transmission of a computer virus, denial of service attack, or any other computer attack from **your computer systems** to a third party's computers systems; or
 - l. violation of any federal, state, local, foreign, or international law establishing legal liability for:

- i. the collection, retention, security, control, handling, use, sharing, transmission, or disposal of **personally identifiable non-public information** or **confidential information**;
 - ii. identity and identity theft protection, remediation, or prevention; and
 - iii. notification of potential or actual **data breaches**.
2. With respect to Insuring Agreement B - Multimedia Liability, any actual or alleged act, error, omission, misstatement, misleading statement, neglect, or breach of duty committed during the course of **media activities** by **you** or by any person or entity for whose **wrongful act you** are legally responsible, including but not limited to:
- a. libel, slander, product disparagement, trade libel, or any other form of defamation or other tort related to disparagement or harm to the reputation, character or feelings of any person or entity;
 - b. any form of invasion, infringement, or interference with the right to privacy or publicity, including false light, breach of confidence or confidentiality, public disclosure of private facts, intrusion or commercial appropriation of name, persona or likeness;
 - c. wrongful entry or eviction, trespass, eavesdropping, wireless signal interception, or other invasion of the right of private occupancy;
 - d. outrage, outrageous conduct, mental anguish, infliction of emotional distress, or prima facie torts;
 - e. false attribution of authorship, passing off, plagiarism, piracy, or misappropriation of property rights, ideas, or information; and
 - f. infringement of copyright, mask works, domain name, trade dress, title, or slogan, or the dilution or infringement of trademark, service mark, service name, or trade name.

All **wrongful acts** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **wrongful act** and will be deemed to have occurred on the date the earliest of such **wrongful acts** is deemed to have occurred. It is agreed, however, that only the portion of such **wrongful acts** that occur after the inception of this Policy, or the inception of any policy sold by **us** to **you** of which this Policy is a direct or indirect renewal, whichever is earlier, will be subject to the foregoing sentence. Furthermore, with respect to a **subsidiary**, only the portion of such **wrongful acts** that occur after the date the **named insured** has Management Control of such **subsidiary** will be subject to the foregoing sentence.

QQ. **You, your, or yours** means:

1. the **named insured** and any **subsidiary**;
2. any past, present, or future officer, director, trustee, partner, member, principal, stockholder, owner, employee, or independent contractor of the **named insured** or any **subsidiary**, but only while acting within the scope of their duties as such;
3. a principal if **you** are a sole proprietorship, but only while acting within the scope of their duties as such;
4. any person who previously qualified as **you** under section III.QQ.2 of this Policy prior to the termination of the required relationship with the **named insured** or any **subsidiary**, but only with respect to the performance of their duties as such;
5. the estate, heirs, executors, administrators, assignees, and legal representatives of any of **you** in the event of **your** death, incapacity, insolvency, or bankruptcy, but only to the extent that **you** would otherwise be provided coverage under this Policy;
6. the lawful spouse of any of **you**, including any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law in the United States, but only for **wrongful acts** committed by of any of **you** defined in sections III.QQ.2 through III.QQ.4 of this Policy; and
7. any person or entity the **named insured** or a **subsidiary** are required by contract to add as an additional insured under this Policy, but only for **wrongful acts** covered by this Policy, which are committed by of any of **you** defined in section III.QQ.1 through section III.QQ.4 of this Policy.

RR. **Your computer system** means any computer hardware, software or firmware and componentry thereof, and including data stored thereon that is:

1. operated by and either owned, rented, or leased by the **named insured** or any **subsidiary**; or
2. operated by third parties and used for information technology or telecommunication services, including transmitting, hosting, storing, maintaining, managing, or processing software, data, or other information on behalf of the **named insured** or any **subsidiary**.

IV. EXCLUSIONS

This Policy does not cover any **damages, claims expenses, incident response expense, income loss, extra expense, special expense, restoration expense, financial loss, or cyber extortion and ransomware expense**:

- A. arising out of or resulting from any malicious, deliberately fraudulent, deliberately dishonest, or deliberately criminal act committed by **you**; however, notwithstanding the foregoing, the insurance afforded by this Policy will apply to **claims expense** incurred in defending any such **claim** or circumstance which could lead to a **claim** and to **damages** resulting from such **claim** until and unless a final, non-appealable adjudication in the underlying action establishes that **you** committed such a malicious, fraudulent, dishonest, or criminal act, in which event **we** will have the right to recover those **claims expenses** incurred from those parties found to have committed such malicious, fraudulent, dishonest, or criminal act. However, this exclusion will not apply to any of **you** who did not personally commit or personally participate in committing or personally acquiesce in such conduct, except that this exclusion will apply if such final, non-appealable adjudication establishes that a current member of **your control group** engaged in such conduct;
- B. arising out of or resulting from any **claim** made by one of **you** against another one of **you**; however, this exclusion will not apply to **claims** brought by:
 1. **your** employees for actual or alleged **data breaches**; or
 2. any person or entity added to this Policy as an additional insured as defined in section III.QQ.7 of this Policy;
- C. for bodily injury, sickness, disease, or death of any person; however, this exclusion will not apply to **claims** for mental anguish or emotional distress arising out of a **wrongful act**;

- D. for injury to, impairment, destruction, corruption, or distortion of any tangible property, including the loss of use thereof or loss of use of tangible property which has not itself been physically impaired, injured, or destroyed; however, this exclusion will not apply to **income loss, extra expense, restoration expense, or claims** arising out of injury to, impairment, destruction, corruption, or distortion of software or data arising out of a **covered cause of loss** or a **wrongful act**;
- E. arising out of or resulting from **your** activities as a trustee, partner, officer, director, or employee of any employee trust, charitable organization, corporation, company, or business other than that of the **named insured** or **subsidiary**;
- F. arising out of or resulting from any circumstance, **wrongful act, data breach, computer system disruption, data loss, cyber extortion and ransomware threat, or cyber theft** first occurring prior to the **retroactive date**;
- G. arising out of or resulting from any circumstance, **wrongful act, data breach, computer system disruption, data loss, cyber extortion and ransomware threat, or cyber theft**, if prior to the inception date of this Policy or prior to the inception date of a policy issued by **us** of which this Policy is a direct or indirect renewal, a member of the **control group** knew that such circumstance, **wrongful act, data breach, computer system disruption, data loss, cyber extortion and ransomware threat, or cyber theft** may be the basis of a **claim, data breach, computer system disruption, data loss, cyber theft, or cyber extortion and ransomware threat**;
- H. arising out of or resulting from any circumstance, **wrongful act, data breach, computer system disruption, data loss, cyber extortion and ransomware threat, or cyber theft**, notified prior to the inception of this Policy to the insurer of any other policy of which this Policy is a direct or indirect renewal or replacement. However, this exclusion will apply only to the extent the insurer of the prior policy accepts such notice as proper notice of circumstances under its policy;
- I. arising out of or resulting from any liability assumed under any contract or agreement including any breach of express warranty or guarantee. However, this exclusion will not apply to:
1. any liability or obligation **you** would have in the absence of such contract or agreement;
 2. any indemnity by **you** in a written contract agreement with **your** client regarding any **data breach** suffered by **you** which results in the failure to preserve privacy or confidentiality of customers or employees of **your** client; or
 3. a breach of **your** written privacy policy; or
 4. a breach of a Card Brand merchant services agreement due to a **data breach**;
- J. arising out of or resulting from **your** actual or alleged infringement of any patent or misappropriation of a **trade secret**; however, this exclusion will not apply to any **claim** alleging infringement or misappropriation of a trade secret due to an actual or alleged **data breach**;
- K. arising out of or resulting from **your** actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act, or RICO), as amended, or any regulation promulgated thereunder or any similar federal, state, or local law similar to the foregoing, whether such law is statutory, regulatory, or common law;
- L. arising out of or resulting from any action brought by or on behalf of ASCAP, SESAC, BMI, or other licensing organizations in such entity's regulatory, quasi-regulatory, or official capacity, function, or duty, unless such action arises out of a **data breach**.
- M. arising out of or resulting from **your** actual or alleged violation of the Securities Act of 1933, the Securities Exchange Act of 1934, the rules and regulations of the Securities Exchange Commission, the securities laws or regulations of any state, or any common law claim relating to any transaction arising out of, involving, or relating to **your** purchase or sale or **your** offer to purchase or sell securities;
- N. arising out of or resulting from work place practices, including **claims** arising under workers compensation laws or **claims** in respect of alleged discrimination, harassment, or inappropriate employment conduct of any sort. However, this exclusion will not apply to **claims** brought by employees arising out of an actual or alleged **data breach**;
- O. arising out of or resulting from:
1. antitrust, restraint of trade, unfair competition, deceptive or unfair business practices, violation of consumer protection laws; or
 2. deliberately false or deceptive advertising;
- however, this exclusion will not apply to **claims** for an otherwise covered **wrongful act**;
- P. arising out of or resulting from any **claim** bought by any entity which:
1. **you** own, operate, manage, or control either directly or indirectly in whole or in part or in which **you** have an ownership interest in excess of twenty percent (20%); or in which **you** are an officer or director; or
 2. wholly or partly owns, operates, controls or manages **you**;
- however, this exclusion will not apply to **claims** brought by any person or entity added to this Policy as an additional insured as defined in section III.QQ.7 of this Policy.
- Q. arising out of or resulting from any kinetic war or kinetic warlike actions;
- R. arising out of or resulting from **your** manufacturing, mining, use, sale, installation, removal, distribution of, or exposure to asbestos, materials or products containing asbestos, asbestos fibers, or asbestos dust;
- S. directly or indirectly arising out of or resulting from the presence or actual, alleged, or threatened discharge, seepage, dispersal, migration, release, escape, generation, transportation, storage, or disposal of pollutants at any time, including any request, demand, or order that **you** or others test for, monitor, clean up, remove, assess, or respond to the effects of pollutants; pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, odors, acids, alkalis, chemicals, and waste; waste includes materials to be recycled, reconditioned, or reclaimed;
- T. arising out of or resulting from ionizing radiations from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear

installation, reactor or other nuclear assembly or nuclear component thereof, or any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

- U. arising out of or resulting from the existence, emission, or discharge of any electromagnetic field, electromagnetic radiation, or electromagnetism that actually or allegedly affects the health, safety, or condition of any person or the environment, or that affects the value, marketability, condition, or use of any property; or
- V. arising out of or resulting from any failure or outage in, or disruption of, power, utility services, satellites, or external telecommunications services not under **your** direct operational control; however, this exclusion will not apply to failure or outage in, or disruption of, information technology and telecommunication services provided by third parties to the **named insured** or any **subsidiary**, including transmitting, hosting, storing, maintaining, managing, or processing software, data, or other information on behalf of the **named insured** or any **subsidiary**.

V. GENERAL POLICY CONDITIONS

A. Limits of Liability

1. Policy Aggregate Limit of Liability

Our maximum liability under all Insuring Agreements for the sum of all **damages, claims expense, and first-party expense**, on account of all **claims** and **first-party events** covered by this Policy is the Policy Aggregate Limit of Liability set forth in Item 5 of the Declarations. Our liability under this Policy is limited to a single Policy Aggregate Limit of Liability regardless of the number of Insuring Agreements purchased under this Policy, the number of **claims** or **first-party events** made under this policy, or the number of **you** covered by this Policy. In the event the Policy Aggregate Limit of Liability is exhausted, **we** will have no further liability whatsoever.

2. Limit of Liability For Each Insuring Agreement

Our maximum liability under each Insuring Agreement for all **damages, claims expense, and first-party expense**, on account of all **claims** and **first-party events** covered by this Policy is the applicable Insuring Agreement Aggregate Limit of Liability set forth in Item 5 of the Declarations. In the event that an Insuring Agreement Aggregate Limit of Liability is exhausted, **we** will have no further liability under the Policy for that Insuring Agreement. The Insuring Agreement Limit of Liability is part of, not in addition to, the Policy Aggregate Limit of Liability.

3. Limit of Liability For Each Claim or First-Party Event

Our maximum liability for all **damages, claims expense, and first-party expense** for each **claim** or **first-party event** covered by this Policy is the applicable Each Claim or First-Party Event Limit of Liability set forth in Item 5 of the Declarations. The Each Claim or First-Party Event Limit of Liability is part of, not in addition to, the Insuring Agreement Aggregate Limits of Liability and the Policy Aggregate Limit of Liability. In the event the Each Claim or First-Party Event Limit of Liability are exhausted by a **claim** or **first-party event**, **we** will have no further liability under the Policy for that **claim** or **first-party event**.

4. Extended Reporting Periods Limit of Liability

The Limit of Liability for any Extended Reporting Period will be part of, not in addition to, the Policy Aggregate Limit of Liability for the **policy period**.

B. Deductibles and Waiting Period for Each Claim and First-Party Event

1. With respect to Insuring Agreement A - NETWORK SECURITY AND PRIVACY LIABILITY:

- a. the **deductible** stated in Item 5 of the Declarations will apply separately to each **claim**; and
- b. the **deductible** must be satisfied by payments by **you** of covered **damages, claims expenses**, or any combination thereof resulting from **claims** notified pursuant to section V.D of this Policy.

2. With respect to Insuring Agreement B - MULTIMEDIA LIABILITY:

- a. the **deductible** stated in Item 5 of the Declarations will apply separately to each **claim**; and
- b. the **deductible** must be satisfied by payments by **you** of covered **damages, claims expenses**, or any combination thereof resulting from **claims** notified pursuant to section V.D of this Policy.

3. With respect to Insuring Agreement C - INCIDENT RESPONSE EXPENSE:

- a. the **deductible** stated in Item 5 of the Declarations will apply separately to each **data breach**; and
- b. the **deductible** applicable to **incident response expense** must be satisfied by payments by **you** of covered **incident response expense** resulting from a **first-party event**, notified pursuant to section V.D of this Policy.

4. With respect to Insuring Agreement D - BUSINESS INTERRUPTION LOSS AND EXTRA EXPENSE:

- a. The **deductible** stated in Item 5 of the Declarations will apply separately to each **computer system disruption**.
- b. The duration of the **computer system disruption** must exceed the **waiting period** specified in Item 5 of the Declarations. **We** will not reimburse **you** for **income loss, extra expense, or special expense** incurred during the **waiting period**.
- c. The **deductible** applicable to **income loss, extra expense, and special expense** must be satisfied by:
 - i. payments by **you** of covered **extra expense** or **special expense** resulting from a **computer system disruption** notified pursuant to section V.D of this Policy;
 - ii. the amount of **income loss** covered by this Policy that **you** sustain during the **period of restoration** or **extended interruption period** from a **computer system disruption** notified pursuant to section V.D of this Policy; or
 - iii. any combination thereof.
- d. The **deductible** applicable to **income loss, extra expense, and special expense** will be reduced by the amount of **income loss, extra expense, and special expense** covered by this Policy that **you** sustain during **waiting period** stated in Item 5 of the Declarations resulting from a **computer system disruption** notified pursuant to section V.D of this Policy.

- e. If the **deductible** is less than the amount of **income loss**, **extra expense**, and **special expense** covered by this Policy that **you** sustain during **waiting period** stated in Item 5 of the Declarations resulting from a **computer system disruption** notified pursuant to section V.D of this Policy, the **deductible** applicable to covered **income loss**, **extra expense**, and **special expense** incurred after the **waiting period** will be \$0.
 5. With respect to Insuring Agreement E - DATA RESTORATION EXPENSE:
 - a. the **deductible** stated in Item 5 of the Declarations will apply separately to each **data loss**; and
 - b. the **deductible** applicable to **restoration expense** or **special expense** must be satisfied by payments by **you** of covered **restoration expense** or **special expenses** from **data loss** notified pursuant to section V.D of this Policy.
 6. With respect to Insuring Agreement F - CYBER THEFT AND SOCIAL ENGINEERING LOSS:
 - a. the **deductible** stated in Item 5 of the Declarations will apply separately to each **cyber theft**; and
 - b. the **deductible** applicable to **financial loss** must be satisfied by covered **financial loss** from **cyber theft** notified pursuant to section V.D of this Policy.
 7. With respect to Insuring Agreement G - CYBER EXTORTION AND RANSOMWARE EXPENSE:
 - a. the **deductible** stated in Item 5 of the Declarations will apply separately to each **cyber extortion and ransomware threat**; and
 - b. the **deductible** applicable to **cyber extortion and ransomware threats** must be satisfied by payments by **you** of covered **cyber extortion and ransomware expense** notified pursuant to section V.D of this Policy.
 8. **We** will only be liable for amounts excess of the applicable **deductible** and not exceeding the Limit of Liability as stated in Item 5 of the Declarations.
 9. If a **claim**, **wrongful act**, **data breach**, **computer system disruption**, **data loss**, **cyber theft**, **cyber extortion and ransomware threat**, or circumstance covered by this Policy attaches to more than one Insuring Agreement only the highest applicable **deductible** will apply.
 10. If a **claim**, **wrongful act**, **data breach**, **computer system disruption**, **data loss**, **cyber theft**, or **cyber extortion and ransomware threat**, arises out of the same, related or continuing acts, facts, or circumstances and attaches to more than one Insuring Agreement only the highest **deductible** will apply.
 11. The **deductibles** stated in Item 5 of the Declarations apply to each **claim** first made against **you** during any Extended Reporting Period.
- C. Extended Reporting Periods
1. Automatic Extended Reporting Period
If either the **named insured** or **we** cancel or choose to non-renew this Policy, the **named insured** will have the right following the effective date of such cancellation or non-renewal, to an Automatic Extended Reporting Period of sixty (60) days in which to give written notice to **us** of **claims** first made against **you** for any **wrongful act** actually or allegedly committed on or after the **retroactive date** and prior to the end of the **policy period** and otherwise covered by this Policy.
 2. Optional Extended Reporting Period
 - a. If either the **named insured** or **we** cancel or choose to non-renew this Policy, the **named insured** will have the right, upon payment of an additional premium, to purchase an Optional Extended Reporting Period. The Optional Extended Reporting Period lengths and the respective percentages of the Annual Premium listed in Item 7 of the Declarations that the **named insured** must pay to purchase an Optional Extended Reporting Period are:
 - i. twelve (12) month Optional Extended Reporting Period for seventy-five percent (75%) of the Annual Premium;
 - ii. twenty-four (24) month Optional Extended Reporting Period for one hundred and twenty-five percent (125%) of the Annual Premium; or
 - iii. thirty-six (36) month Optional Extended Reporting Period for one hundred and fifty percent (150%) of the Annual Premium.
 - b. The Optional Extended Reporting Period only applies to **claims** first made against **you** and notified to **us** during the Optional Extended Reporting Period and arising out of any **wrongful acts** otherwise covered by this Policy that are committed on or after the **retroactive date** and before the end of the **policy period**, subject to the conditions set forth herein.
 - c. In order for the **named insured** to invoke the Optional Extended Reporting Period, **you** must notify **us** and pay **us** within sixty (60) days of the end of the **policy period** or from the effective date of the cancellation.
 - d. All notices and premium payments with respect to the Optional Extended Reporting Period must be directed to **us** through the entity and address set forth in Item 8 of the Declarations.
 - e. At the commencement of the Optional Extended Reporting Period the entire premium will be deemed earned. In the event that **you** terminate the Optional Extended Reporting Period for any reason prior to its natural expiration, **we** will not be liable to return any premium paid for the Optional Extended Reporting Period.
 3. The Limit of Liability for any Extended Reporting Period will be part of, not in addition to, the Policy Aggregate Limit of Liability for the **policy period**.
 4. The **deductibles** stated in Item 5 of the Declarations apply to each **claim** first made against **you** during any Extended Reporting Period.
 5. **Your** rights to any Extended Reporting Period will not be available where cancellation or non-renewal by **us** is due to non-payment of premium or **your** failure to pay such amounts in excess of the applicable Limit of Liability or within the amount of the applicable **deductible**.
- D. Reporting of First-Party Events, Claims, and Circumstances
1. When a member of the **control group** first becomes aware of a **claim** made against **you** or discovers a **first-party event**, **you** must notify **us** through the persons named in Item 9 of the Declarations as soon as practicable, but in no event later than:

- a. ninety (90) days after the expiration, cancellation or termination date of this Policy, or one hundred eighty (180) days after the renewal of this Policy if this Policy is renewed by **us**; or
- b. the expiration of any Extended Reporting Period, if applicable.

However, if the Policy is cancelled for nonpayment of premium, **you** must give us written notice of any such **claim** or **first-party event** prior to the effective date of such cancellation. It is agreed that if **you** give notice of a **claim** or **first-party event** to **us**, but not in accordance with the above requirements, **we** will not be entitled to deny coverage solely on the basis of late notice unless, and then only to the extent that, **we** prove by final, non-appealable adjudication in any action or proceeding that **we** were materially prejudiced by the late notice.

2. If a member of the **control group** becomes aware of any circumstance that could give rise to a **claim** and **you** give us through persons named in Item 9 of the Declarations during the **policy period** or any Extended Reporting Period notice of:
 - a. the circumstance and a description of the **wrongful act** allegations that could be made;
 - b. the injury or damage which may result or has resulted from the circumstance; and
 - c. the facts by which **you** first became aware of this,

then any subsequent **claim** arising out of such circumstance made against **you** which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to **us**.

3. A **claim**, circumstance which could give rise to a **claim**, or a **first-party event** will be considered to be notified to **us** when written notice is first given to **us** through persons named in Item 9 of the Declarations in accordance with sections V.D.1 through V.D.2 of this Policy.
4. If any false or fraudulent **claim**, circumstance, or **first-party event** is reported by, consented to, acquiesced to or made with the knowledge of a member of the **control group**, as regards amount or otherwise, this Policy will become void and all **claims** hereunder will be forfeited.

E. Claim Avoidance Extension

We will, at our sole discretion, reimburse **you** for expenses incurred in order to mitigate or avoid a **claim** under this Policy arising from circumstances that could reasonably be a basis of a **claim** that **you** report in accordance with section V.D of this Policy. Such expenses are part of, not in addition to the Limit of Liability, subject to the **deductible**, and must not exceed the amount of loss that would have been covered under this Policy had the **claim** not been avoided. Loss payable under this extension does not include any expenses that **you** can recover from others.

F. Proof and Appraisal of Loss

1. With respect to Insuring Agreements D and E, before coverage will apply, **you** must prepare and submit to the persons named in Item 9 of the Declarations a proof of loss statement sworn by a member of the **control group** within one hundred and twenty (120) days after a member of the **control group** discovers a **data loss** or **computer system disruption** (as applicable) or, if applicable, one hundred and twenty (120) days after the end of the **extended interruption period**, whichever is later. Such proof of loss must include a narrative with full particulars of such **data loss** or **computer system disruption**, including:
 - a. the time and place of the **data loss** or **computer system disruption**;
 - b. a detailed calculation of any **restoration expense**, **extra expense**, or **income loss**; and
 - c. **your** interest and the interest of all others in the property, the sound value thereof, the amount of **restoration expense**, **extra expense**, or **income loss** and all other insurance thereon.
2. Upon **our** request, **you** must submit to an examination under oath with respect to coverage sought under Insuring Agreements D and E and provide copies of the underlying documents, data, and materials that reasonably relate to or are a part of the basis of the claim for such **restoration expense**, **extra expense**, or **income loss**.
3. **Income loss** will be calculated on an hourly basis based on **your** net profit (or loss) and fixed operating expenses as set forth in section III.X of this Policy. For purposes of determining **income loss**, due consideration will be given to the following:
 - a. the **named insured's** and **subsidiary's** net profit or loss for the twelve (12) month period prior to the **computer system disruption**;
 - b. the probable business operations the **named insured** and **subsidiaries** could have performed had a **computer system disruption** not occurred;
 - c. income derived from substitute methods, facilities, or personnel used by the **named insured** and **subsidiaries** to maintain their revenue stream; and
 - d. trends in the **named insured's** and **subsidiary's** business, and variations in or other circumstances affecting the business, including seasonable influences and economic conditions, before and after the **computer system disruption** that would have affected the **named insured's** and **subsidiary's** business had the **computer system disruption** not occurred.

G. Your Duties

In the event of a **claim** or **first-party event**:

1. **You** must co-operate with **us** and provide **us** with the information and material that **we** reasonably request.
2. **You** must not admit liability, enter into any settlement except as provided in section II.D of this Policy, stipulate to any judgment or award, or otherwise dispose of any **claim** without **our** consent. Such consent will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, compliance with a breach notice law will not be considered as an admission of liability for the purposes of this provision.

H. Other Insurance

The coverage provided by this Policy is excess over and above any valid and collectible insurance (including any deductible portion) available to **you** whether such insurance is stated to be primary, excess, contributory, contingent, or otherwise, unless such other insurance is specifically written as excess insurance over the Limit of Liability provided by this Policy. However, the coverage under this Policy is primary to and will not seek contribution from any other insurance available to additional insureds as defined in section III.QQ.7 of this Policy if **you** are required to agree in a written contract that coverage provided by this Policy will be primary and non-contributory with respect to other insurance available to the additional insured.

I. Coverage Territory

This insurance applies to **wrongful acts, claims, or first-party events** occurring anywhere in the world.

J. Innocent Insured

1. Whenever coverage under this Policy would be excluded, suspended or lost because of any exclusion relating to criminal, dishonest, fraudulent, or malicious acts, errors, or omissions by any of **you**, then such coverage otherwise afforded by this Policy will apply to all of **you** that did not personally commit, personally participate in committing, personally acquiesce, or remain passive after having personal knowledge of such criminal, dishonest, fraudulent, or malicious acts, errors or omissions.
2. Whenever coverage under this Policy would be excluded, suspended or lost because of failure to give notice to **us** as required by section of V.D. this Policy, such coverage otherwise afforded by this Policy will apply to all of **you** that did not personally commit, personally participate in committing, or personally acquiesce to such failure to give notice, provided that any of **you** entitled to this provision complies with section V.D promptly after obtaining knowledge of failure by any of **you** to comply therewith.

K. Bankruptcy

Your bankruptcy or insolvency will neither relieve **us** of our obligations, nor deprive **us** of our rights or defenses under this Policy.

L. Legal Action Against Us

1. No person or entity has a right under this Policy to join **us** as a party or otherwise bring **us** into a suit asking for **damages** from **you** or sue **us** under this Policy in the absence of compliance with all of the terms and conditions of this Policy by **you**.
2. A person or entity may sue **us** to recover on an agreed settlement or on a final judgment against **you** obtained after an actual trial, but **we** will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by **us**, by **you**, and by the claimant or the claimant's legal representative.

M. Subrogation

1. **Our** payment under this Policy is without prejudice to **our** right to recover sums paid under this Policy from the Insurers of **your** other insurance policies or from any entity or person from which **you** are entitled to indemnification.
2. In the event **we** make any form of payment under this Policy, **we** must be subrogated to all **your** rights of recovery against any person or entity. **You** must execute and deliver all instruments and papers and do whatever else is reasonably necessary to secure such rights. **You** must not do anything to prejudice such rights. Notwithstanding the foregoing, if **you** are required by contract to waive **your** and/or **our** right to recover all or part of a **claim** or a loss from any entity from which **you** would otherwise be able to recover, **we** will also waive **our** right of recovery for any such **claim** or loss from such entity. However, **you** cannot waive **your** right to such recovery after **you** have received notice of any such **claim** or loss.
3. Any subrogation recoveries will first be applied to subrogation expenses, second to **damages, claims expense, and first-party expense**, paid by **you** (other than with respect to **deductible** stated in Item 5 of the Declarations), third to **damages, claims expense, and first-party expense** paid by **us**, and fourth to the **deductible** stated in Item 5 of the Declarations.

N. Recovered Property

If **you** or **we** recover any **money, securities or other property** after a loss payment is made, the party making the recovery must give prompt notice of the recovery to the other party. If the recovered property is **money** or other funds, the recovery will be applied first to any costs incurred by **you** or **us** in recovering the property, second to any **first-party expense** paid by **you** (other than with respect to the including payment of any **deductible** stated in Item 5 of the Declarations), and third to any **first-party expense**, paid by **us**.

If property other than **money** or funds is recovered, then **you** may keep the recovered property and return the loss payment, less any costs of recovery incurred by **you**, or keep the loss payment and transfer all rights in the property to **us**.

O. Mergers and Acquisitions

If, during the **policy period**, the **named insured** merges into or is acquired by another entity such that the **named insured** is not the surviving entity, then **you** must report the event to **us** as soon as practicable. Coverage under this Policy will continue until the end of the **policy period** with respect to **claims** made and **first-party events** occurring before the date of such merger or acquisition, but coverage will terminate with respect to **claims** for **wrongful acts** committed and **data breaches** and **covered causes of loss** occurring after the event. After any such event, this Policy may not be cancelled, and the entire premium for the Policy will be deemed fully earned.

P. Cancellation

1. This Policy may be cancelled by **you** by surrender thereof to **us** or by mailing to **us** through the entity and address set forth in Item 8 of the Declarations written notice stating when thereafter the cancellation will be effective.
2. **We** may cancel this Policy by mailing to **you** via the broker written notice stating when not less than ninety (90) days thereafter such cancellation will be effective. However, if **we** cancel this Policy because **you** have failed to pay a premium when due, this Policy may be cancelled by **us** by mailing a written notice of cancellation to **you** at the address shown in the Declarations stating when not less than 10 days thereafter such cancellation will be effective.

3. If **you** cancel this Policy, twenty five percent (25%) of the Annual Premium listed in Item 7 of the Declarations will be deemed earned upon inception of this Policy, and the remaining earned premium will be computed in accordance with the standard short rate table and procedure. However, the premium will be deemed fully earned if any **claim** under this Policy is notified to **us** on or before the date of cancellation.
4. If **we** cancel this Policy, earned premium will be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
- Q. Entire Agreement and Changes
By acceptance of this Policy, **you** agree that this Policy, together with the Declarations, **application** and endorsements, embodies all agreements between **you** and **us**. Notice to any agent or knowledge possessed by any agent or by any other person will not affect a waiver or a change in any part of this Policy or stop **us** from asserting any right under the terms of this Policy, nor will the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy, signed by **us**.
- R. Assignment
This Policy may not be assigned to any party without **our** prior written consent.
- S. Named Insured as Agent
The **named insured** will be considered the agent for all of **you** and will act on behalf of all of **you** with respect to the giving of or receipt of all notices pertaining to this Policy, the agreement and acceptance of any endorsements to this Policy, and the payment of all premiums and **deductibles** that come due under this Policy. By acceptance of this Policy, **you** agree that the **named insured** will act on **your** behalf with respect to the giving and receiving of any notice pertaining to this Policy, the acceptance of any endorsements to this Policy, and payment of premiums and **deductibles** that may become due under this Policy. If two or more **named insureds** are covered under this Policy, the first **named insured** shall act for all of **you**. If the first **named insured** ceases to be covered under this Policy, the next **named insured** next shall thereafter be considered as the first **named insured**.
- T. Conflicts
If any term or condition of this Policy and/or any endorsement attached thereto conflicts with a State Amendatory Endorsement added to this Policy, **we** shall apply the term or condition that is most favorable to coverage for the **named insured** to the fullest extent permitted by law.
- U. Liberalization
If one or more terms or conditions of this Policy and/or any endorsement attached thereto are in conflict, **we** shall apply the term or condition that is most favorable to coverage for the **named insured** to the fullest extent permitted by law.
- V. Singular Form of a Word
Whenever the singular form of a word is used herein, the same will include the plural when required by context.
- W. Headings
The titles of paragraphs, sections, provisions, or endorsements of or to this Policy are intended solely for convenience and reference and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.
- X. Dispute Resolution
It is hereby understood and agreed that all disputes or differences which may arise under or in connection with this Policy, whether arising before or after termination of this Policy, including any determination of the amount of loss, shall be submitted to the alternative dispute resolution ("ADR") process set forth in this clause.
- We** and each and every one of **you** agrees that such dispute first shall be submitted to non-binding mediation administered by the American Arbitration Association, in which **we** and **you** shall try in good faith to settle the dispute by mediation under or in accordance with its then-prevailing Commercial Mediation Rules. The mediator shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. Either party shall have the right to commence a judicial proceeding; provided, however, that no such judicial proceeding shall be commenced until the mediation has been terminated and at least thirty (30) days have elapsed from the date of the termination of the mediation. In all events, each party shall share equally the expenses of the ADR process.
- The ADR process may be commenced, at the choice of the **named insured**, in New York, New York; Atlanta, Georgia; Chicago, Illinois; Denver, Colorado; or in the state indicated in Item 3 of the Declarations as the mailing address for the **named insured**. The **named insured** shall act on behalf of each and every one of **you** in deciding to proceed with an ADR process under this clause.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

This endorsement modifies insurance provided under the following:

COMMERCIAL CYBER INSURANCE POLICY

This endorsement modifies this Policy with the addition of the following:

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the Statute, or his successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured(s) or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the below named as the person whom the said officer is authorized to mail process or a true copy thereof.

It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, HDI Specialty Insurance Company, 161 N. Clark Street, 48th Floor, Chicago, IL 60601, or his or her representative, and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or any Appellate Court in the event of an appeal.

NOTHING HEREIN SHALL VARY, ALTER, WAIVE, OR EXTEND ANY OF THE TERMS, PROVISIONS, REPRESENTATIONS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BRICKED DEVICE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL CYBER INSURANCE POLICY

It is understood and agreed the Policy is amended as follows:

1. The definition of **restoration expense** in Section III.II of the Policy is hereby amended to include the following:
 - II. **Restoration expense** means expenses you incur through the use of **your** employees or external consultants, contractors or advisors to repair, replace, retrieve, recreate or restore information, software or firmware on your computer system to the same state and with the same contents immediately before the data loss from a covered cause of loss occurred. **Restoration expense** also means repair or replacement of computer hardware, but only when such hardware is rendered totally inoperable due to a **bricking event**

Restoration expense does not mean or include:

- a. repairing, replacing, retrieving, recreating, restoring, upgrading, or updating information, software or firmware on your computer system to a level beyond that which existed prior to the **data loss**;
 - b. identifying, patching or remediating errors or vulnerabilities in information, software or firmware on **your computer system**;
 - c. economic or market value of information, software or firmware on **your computer system**; or
 - d. repairing or replacing any tangible property including computer hardware of any kind, but this exception does not apply to computer hardware that is rendered totally inoperable due to a **covered cause of loss**.
2. Solely with respect to coverage provided under this endorsement, the following definition is added.

Bricking event means any **data loss** from a covered **cause of loss** which renders computer hardware unable to load an operating system when starting up. However, **bricking event** does not mean or include any circumstance which renders computer hardware unable to draw power.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS REPUTATION LOSS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL CYBER INSURANCE POLICY

It is understood and agreed that the Policy is amended as follows:

I. Coverage Limits

A. Item 5 of the Declarations is amended to include:

	LIMIT OF LIABILITY	DEDUCTIBLE
Business Reputation Loss	\$ 2,000,000	\$ 5,000

B. With respect to section II of this Endorsement:

1. the **deductible** stated in set forth in paragraph A above will apply separately to each **business reputation loss**; and
2. the **deductible** applicable to **business reputation loss** must be satisfied by payments by **you** of covered **business reputation loss** from a **data breach** or **cyber extortion and ransomware threat** notified pursuant to section V.D of this Policy.

II. Section I of the Policy is amended by adding the following:

Business Reputation Loss Coverage

We will reimburse **you** for **business reputation loss**, within the Limit of Liability and in excess of the **deductible**, incurred by the **named insured** or a **subsidiary** during the **notification period** as result of a **data breach** or a **cyber extortion and ransomware threat** first discovered by a member of the **control group** during the **policy period** and notified by **you** to **us** pursuant to Section V.D of the Policy.

III. Section III.T of the Policy "**First Party Expense**" is amended to include **business reputation loss**.

IV. Definitions

Solely with respect to coverage provided under this endorsement, the following definitions are applied:

- A. **Business reputation loss** means the net profit before taxes the **named insured** and any **subsidiary** are prevented from earning during as a direct result of damage to **your** reputation.

However, **Business reputation loss** does not mean or include:

1. loss arising out of any liability to any third party for whatever reason;
2. **your** internal salary, costs or overhead expenses;
3. legal costs or legal expenses of any type;
4. loss incurred as a result of unfavorable business conditions, loss of market or any other consequential loss; or
5. costs or expenses the Insured Organization incurs to identify, investigate, respond to or remediate a **data breach** or **cyber extortion and ransomware threat**.

In determining **business reputation loss**, due consideration shall be given to the prior experience of **your** business operations before the beginning of the **notification period** and to the reasonable and probable business operations **you** could have performed had the **data breach** or **cyber extortion and ransomware threat** not occurred.

- B. **Notification period** means the 30-day period that begins on the specific date on which individuals have been notified pursuant to section III.CC of the Policy.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTINGENT BODILY INJURY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL CYBER INSURANCE POLICY

It is understood and agreed the Policy is amended as follows:

Section IV.C of the Policy is hereby deleted in its entirety and replaced with the following:

- C. for bodily injury or death of any person; however, this exclusion will not apply to **claims** for **damages** arising out bodily injury, sickness, disease or death indirectly caused by an otherwise covered **wrongful act**;

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTINGENT BUSINESS INTERRUPTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL CYBER INSURANCE POLICY

It is understood and agreed the Policy is amended as follows:

1. Section III.E of the Policy is deleted and replaced with the following:

E. **Computer system disruption** means total or partial interruption, degradation in service or failure of **your computer system** or a **supplier's computer system** caused by a **covered cause of loss**. A **computer system disruption** will be deemed to occur at the time such total or partial interruption, degradation in service or failure of **your computer system** or a **supplier's computer system** is first discovered by a member of the **control group**. All **computer system disruptions** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions or causes will be considered a single **computer system disruption**, and will be deemed to have occurred on the date the earliest of such **computer system disruption** is deemed to have occurred.

2. Section III.H of the Policy is deleted and replaced with the following:

H. **Covered cause of loss** means:

1. any of the following computer attacks on **your computer system** or a **supplier's computer system** committed by anyone other than members of the **control group**:
 - a. hacker attacks intended to result in unauthorized access to, unauthorized use of, or malicious damage to **your computer system** or a **supplier's computer system** by any means including techniques for bypassing technical security or social engineering techniques;
 - b. denial of service attacks intended to deliberately overload bandwidth connections, web sites or web servers by sending substantial quantities of repeat or irrelevant communications, packets or data with the intent of degrading or blocking access to **your computer system** or a **supplier's computer system**;
 - c. **cyber extortion or ransomware threats** or **supplier cyber extortion or ransomware threats**;
 - d. malicious code designed to erase or corrupt data or damage or disrupt **your computer system** or a **supplier's computer system**;
2. any act, error or omission resulting in:
 - a. physical damage to or destruction of electronic storage media on **your computer system** or a **supplier's computer system** resulting in **data loss**;
 - b. physical damage to or destruction of computer hardware resulting in **data loss**;
 - c. electrostatic build-up and static electricity resulting in **data loss**;
 - d. under voltage, over voltage or failure of power supplies under the operational control of the **named insured** or a **subsidiary** resulting in **data loss**;
 - e. data creation, entry or modification errors; or
 - f. failures in the on-going operation, administration, upgrading and maintenance of **your computer system** or a **supplier's computer system**, excluding the design, architecture or configuration of **your computer system** or a **supplier's computer system**.

A **covered cause of loss** will be deemed to occur at the time such event is first discovered by a member of the **control group**. All **covered causes of loss** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions or causes will be considered a single **cause of loss**, and will be deemed to have occurred on the date the earliest of such **covered cause of loss** is deemed to have occurred.

3. Section III.N of the Policy is deleted and replaced with the following:

N. **Data loss** means:

1. damage, alteration, corruption, distortion, theft, misuse or destruction of electronic information, software and firmware on **your computer system** or a **supplier's computer system**; and
2. inability to access electronic information, software and firmware on **your computer system** or a **supplier's computer system**,

which is caused by a **covered cause of loss**. **Data loss** will be deemed to occur at the time such alteration, corruption, destruction, deletion or damage to or inability to access electronic information, software or firmware is first discovered by a member of the **control**

group. All **data losses** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions or causes will be considered a single **data loss**, and will be deemed to have occurred on the date the earliest of such **data loss** is deemed to have occurred.

4. Section III.EE of the Policy is deleted and replaced with the following:

EE. **Period of restoration** means the time period that:

1. begins on the specific date and time the **computer system disruption** first occurred; and
2. ends on the specific date and time the **computer system disruption** ends, or would have ended had **you** or a third party hosting, storing, maintaining, managing or processing on **your** behalf (if applicable) acted with due diligence and dispatch,

however, in no event will the **period of restoration** mean more than one hundred and eighty (180) days. The restoration of **your computer system** or a **supplier's computer system** will not end the **period of restoration** if another **computer system disruption** occurs within seventy two (72) hours of such restoration due to the same cause as the original **computer system disruption**.

5. Solely with respect to the coverage provided by this Endorsement, the following definitions are added to the Policy:

TT. **Supplier** means any entity that is not a part of the **named insured** or a **subsidiary**, but which provides necessary products or services to the **named insured** or a **subsidiary** pursuant to a written contract.

UU. **Supplier control group** means the individuals that previously held or currently hold any of the following positions at a **supplier**: Chief Executive Officer, Chief Financial Officer, General Counsel, Director of Risk Management or any other position that has substantially similar responsibilities as those referenced above, irrespective of the exact title of such position.

VV. **Supplier's computer system** means a computer system that is leased, owned, rented or operated by a **supplier**. **Supplier's computer system** does not mean **your computer system**.

WW. **Supplier cyber extortion or ransomware threat** means a credible threat made by anyone other than a member of the **supplier control group** to perpetrate or continue a **data breach** or a **covered cause of loss** unless an extortion demand for **money, securities, or other property** is satisfied by the **supplier**. A **supplier cyber extortion and ransomware threat** will be deemed to occur at the time such threat is first discovered by a member of the **supplier control group**. All **supplier cyber extortion and ransomware threats** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related or connected facts, circumstances, situations, events, transactions or causes will be considered a single **supplier cyber extortion and ransomware threat**, and will be deemed to have occurred on the date the earliest of such **supplier cyber extortion and ransomware threat** is deemed to have occurred.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTINGENT PROPERTY DAMAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL CYBER INSURANCE POLICY

It is understood and agreed the Policy is amended as follows:

Section IV.D of the Policy is hereby deleted in its entirety and replaced with the following:

- D. for injury to, impairment, destruction, corruption or distortion of any tangible property, including the loss of use thereof or loss of use of tangible property which has not itself been physically impaired, injured or destroyed; however this exclusion will not apply to:
 - 1. **income loss, extra expense, restoration expense, or claims** arising out of injury to, impairment, destruction, corruption or distortion of software or data arising out of a **covered cause of loss** or a **wrongful act**; or
 - 2. **claims for damages** arising out of for injury to, impairment, destruction, corruption or distortion of any tangible property indirectly caused by an otherwise covered **wrongful act**;

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETE CRIME CONTROLS REQUIREMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL CYBER INSURANCE POLICY

It is understood and agreed that the Policy is amended as follows:

1. Section III.K is hereby deleted in its entirety and replaced with the following:

K. **Cyber theft** means **financial loss** incurred by the **named insured** or any **subsidiary** as a direct result of:

1. The transfer of funds by **you**, in good faith, from **named insured's** or a **subsidiaries'** bank, escrow, or **securities** accounts, or **your** client's bank, escrow, or **securities** accounts for which **you** are an authorized custodian, to a third party in reasonable reliance on fraudulent or deceptive communications received by **you** directing **you** to transfer or pay the funds to a third party under false pretenses;
2. The theft of funds from the **named insured's** or a **subsidiaries'** bank, escrow, or **securities** accounts, or **your** client's bank, escrow, or **securities** accounts for which **you** are an authorized custodian, as a result of fraudulent or deceptive communications from a third party directing the bank or **securities** broker to transfer or pay the funds to a third party under false pretenses without **your** knowledge or consent;
3. fraudulent or dishonest use of **your computer system** or telephone system to steal service, bandwidth, **money, securities**, or **other property**.

A **cyber theft** will be deemed to occur at the time such event is first discovered by a member of the **control group**. All **cyber theft** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions or causes will be considered a single **cyber theft**, and will be deemed to have occurred on the date the earliest of such **cyber theft** is deemed to have occurred.

2. Section III.R is hereby deleted in its entirety and replaced with the following:

R. **Financial loss** means loss of **money, securities**, services or **other property** which is directly caused by **cyber theft**; however, **financial loss** does not mean or include any amounts reimbursed by a financial institution.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LAPTOP AND DEVICES REPLACEMENT ENDORSEMENT

This Endorsement modifies insurance provided under the following:

COMMERCIAL CYBER INSURANCE POLICY

This Endorsement protects **your** covered property against direct physical loss or damage worldwide. In return for **your** premium, we will provide the protection for the Coverage and Limits of Insurance as shown herein.

It is understood and agreed the Policy is amended as follows:

I. Coverage Limits

A. Item 5 of the Declarations is amended to include:

	LIMIT OF LIABILITY	DEDUCTIBLE
Laptop and Devices Replacement Coverage	\$50,000	\$500

B. With respect to section II of this Endorsement:

- the **deductible** stated in set forth in paragraph A above will apply separately to each **laptop and devices loss**;
- the **deductible** applicable to **laptop and devices replacement expense** must be satisfied by payments by **you** of covered **laptop and devices replacement expense** from **laptop and devices loss** notified pursuant to section V.D of this Policy.

II. Section I of the Policy is amended by adding the following:

Laptop And Devices Replacement Coverage

We will reimburse **you** for **laptop and devices replacement expense**, within the Limit of Liability and in excess of the **deductible**, incurred by the **named insured** or a **subsidiary** as a result of **laptop and devices loss** first discovered by a member of the **control group** during the **policy period** and reported to **us** pursuant to section V.D of this Policy.

III. Section III.S of the Policy "**First Party Event**" is amended to include **laptop and devices replacement loss**.

IV. Section III.T of the Policy "**First Party Expense**" is amended to include **laptop and devices replacement expense**.

V. Solely with respect to section II. of this Endorsement - Laptop and Devices Replacement Coverage, it is understood that section IV of the Policy will not apply to **laptop and devices replacement expenses** incurred by **you** as a result of **laptop and devices loss**.

VI. Definitions

Solely with respect to coverage provided under this Endorsement:

A. **Laptop and devices loss** means direct physical damage to or loss of laptops, tablets and similar portable computer devices and their accessories, including while in transit, due to:

- a **covered cause of loss**;
- the intentional or deliberate actions of someone other than the **you**; or
- the dishonest removal of the device(s) from **your** possession by a third party with the intention of permanently depriving **you** of it.

However, **laptop and devices loss** does not include any loss or damage caused by, resulting from, or arising out of the loss or theft of any property while it is in transit as checked baggage.

All **laptop and devices losses** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions or causes will be considered a single **Laptop and devices loss**, and will be deemed to have occurred on the date the earliest of such **laptop and devices loss** is deemed to have occurred.

B. **Laptop and devices replacement expense** means expenses **you** incur to repair or replace **your** laptops, tablets and similar portable computer devices and their accessories due to physical loss of or damage. **Laptop and devices replacement expenses** do not include the any expenses for software licenses. **Laptop and devices replacement expenses** are part of and not in addition to the Limit of Liability.

VII. Exclusions

This Endorsement does not cover **laptop and devices loss**:

- A. caused by or resulting from corrosion, rust or changes in humidity or temperature;

- B. caused by **your** intentional damage or destruction of property covered under this Endorsement;
- C. caused by or resulting from wear and tear, gradual deterioration, insect or vermin. Wear and Tear means the reduction in value to the Insured Product stemming from routine use and exposure; or
- D. where the only proof of loss is unexplained or is caused by the disappearance of property without the knowledge as to place, time or manner of its loss. If **your** property was stolen, **you** are required to notify the local police immediately upon discovery. This Endorsement does not provide coverage if **you** fail to notify the police.

VIII. Your Duties

Solely with respect to the overage provided by this Endorsement, Section V.F is deleted and replace with the following:

You must take all reasonable steps to prevent **Laptop and devices loss**, including:

- 1. keeping laptops, tablets and other portable computer devices in a proper state of maintenance and repair; and
- 2. In the event of damage or a warning hazard light, not operating laptops, tablets and other portable computer devices further if it would cause additional damage to do so.

IX. Proof and Appraisal of Loss

Section V.F of the Policy is amended to include the following:

Laptop and devices loss will be appraised as the cost of repair or replacement but not exceeding the lesser of the following options:

- A. the full cost of repair including parts and labor;
- B. replacement cost at the time of loss or adjustment based on a refurbished item of like specifications and quality; or
- C. replacement cost at the time of loss or adjustment based on a new item of like specifications and quality.

All other terms and conditions of this Policy remain unchanged.

Effective date of endorsement: 07-01-2021

Forms a part of Policy number: SCYRD25157190000

Endorsement number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RELIANCE ON “OTHER CARRIER’S” APPLICATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL CYBER INSURANCE POLICY

It is understood and agreed the Policy is amended as follows:

In granting coverage under this Policy, it is agreed by **you** and us that **we** have relied upon **your** statements and representations contained in the application (including materials submitted thereto) referenced in the table below as being accurate and complete as of the Policy inception date. It is further understood and agreed that, **you** warrant and represent to **us** that the statements and representations made in such application were accurate on the date such statements and representations were so given and that in connection therewith **you** hereby reaffirm each and every statement and representation made in **your** application as accurate as of the inception date of this Policy. All such statements and representations shall be deemed to be material to the risk assumed by **us**, are the basis of this Policy, and are incorporated into and made a part of this Policy.

Type of Application	Carrier/Broker	Date Signed
Cyber Insurance Policy	RT Specialty	06-29-2021

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC OR TRADE SANCTIONS

This endorsement modifies insurance provided under the following:

In accordance with the laws, regulations or resolutions of the United Nations, the European Union, any of its member states or the United States, concerning economic and trade embargoes and financial sanctions, this policy is void from its inception with respect to any term or condition of this Policy that violates any such laws, regulations or resolution.

All other terms and conditions of this policy remain unchanged.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations;
- and Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



HDI Global Insurance Company HDI Specialty Insurance Company

PRIVACY NOTICE

We value your business and your trust in HDI. The privacy and confidentiality of your personal information is among our top priorities. This explains our practices and procedures for securing your personal information before, during and after your relationship with us. We will provide one copy of this Privacy Statement with each policy we issue. Additional copies of this statement are available upon request. Thank you for choosing HDI for your insurance needs.

How We Protect Your Information

We understand the importance of securing your personal information. We have physical, electronic and procedural safeguards in place to protect your nonpublic personal data in compliance with applicable state federal laws. We restrict employee access to customer information only to those who have a business reason to know, in order to provide our products and services to you.

What Personal Information We Collect About You

- We collect nonpublic personal information about you from the following sources, only as our business needs require:
- Information received on applications and other forms – whether in writing, in person, by phone, electronically or by other means - such as names, addresses and employment information.
- Information about your transactions with us, our affiliates, or others associated with our business relationship, and information we receive from insurance agents, consumer reporting agencies, investigators connected with claims adjusting, state motor vehicle departments, inspection services, insurance support organizations or other sources as permitted or required by law.
- Information we receive in medical records or from medical professionals.
- Information otherwise obtained in the claims adjustment process, including litigation.

What Personal Information We Disclose About You

We do not disclose any of our customers' or other persons' nonpublic personal information to anyone, except as permitted or required by law. Permitted disclosures include information to process transactions on your behalf, and information about you or about participants, beneficiaries or claimants under your insurance policy in the normal course of business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RT SPECIALTY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL CYBER INSURANCE POLICY

It is understood and agreed the Policy is amended as follows:

- I. Section III.A of the Policy is hereby deleted and replaced with the following:
 - A. **Application** means all insurance applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **named insured** to **us** in connection with the underwriting of this Policy. In the event the **application**, or any supplemental materials submitted to **us** therewith, contains any misrepresentation or omission made with the intent to deceive, or which materially affects either the acceptance of the risk or hazard assumed by **us** under this Policy, this Policy will be null and void ab initio as to any of **you** who knew the facts misrepresented or the omission, whether or not such person knew of the application or this Policy. The knowledge of any of **you** will not be imputed to any other Insured.
- II. Section III.B is hereby deleted and replaced with the following:
 - B. **Breach advisory services** means any of the following expenses incurred by the **named insured** or a **subsidiary** with **our** prior written consent, which will not be unreasonably withheld, conditioned, or delayed for a lawyer or breach response consultant to:
 1. establish attorney-client privilege with **you** and coordinate any applicable **incident investigation and remediation services, public relations services, notification services, or identity theft remediation services**, on **your** behalf;
 2. advise on the applicability and actions necessary to comply with **your** ethical, professional, contractual, and regulatory requirements as well as security and privacy breach notification laws; and
 3. communicate a litigation hold to preserve potential evidence (if applicable),following an actual or suspected **data breach** or a **cyber extortion and ransomware threat**.

- III. Section III.C of the Policy is hereby deleted and replaced with the following:
 - C. **Claim** means:
 1. a civil, disciplinary, licensing board, professional, administrative or regulatory proceeding other than an informal inquiry or investigation, which is commenced by the filing of a complaint, notice of charges or similar pleading;
 2. an arbitration, mediation, or other alternative dispute resolution proceeding;
 3. a written demand for services or monetary relief;
 4. written notice by **you** to **us** of circumstances that could give rise to a **claim**; or
 5. a request received to toll or waive a statute of limitations,

including, where applicable, any appeal therefrom, and alleging a **wrongful act**. **Claim** will also include an administrative or regulatory investigation or informal inquiry, but only if **you** give written notice of such investigation to **us** pursuant to section V.D of this Policy and request that **we** treat such informal inquiry or investigation as a **claim** under this Policy, provided further that such **claim** will be deemed to have been made when such notice is given to **us**. Also, with respect to an informal inquiry or investigation that constitutes a **claim** pursuant to the foregoing sentence, the term **wrongful act** also means the matter(s) that gave rise to such investigation.

All **claims** arising out of the same **wrongful act** or which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **claim** regardless of the number of events, allegations, claimants, defendants or causes of action, and will be deemed first made on the date the earliest of such **claims** is first made or, in the event of a **claim** that is an investigation, it will be deemed first made on the date **you** first give **us** written notice of such investigation, regardless of whether such date is before or during the **policy period**.

- IV. Section III.D of the Policy is hereby deleted and replaced with the following:
 - D. **Claims expense** means reasonable and necessary:
 1. fees or disbursements charged by a lawyer to defend any **claim** or to investigate any circumstance that might lead to a **claim**, but only with **our** prior written consent, which will not be unreasonably withheld, conditioned or delayed;
 2. expenses incurred by **you** with **our** prior written consent, which will not be unreasonably withheld, conditioned, or delayed, to respond to a subpoena for documents or witness testimony and attend court, tribunal, arbitration, adjudication, mediation, or other hearings in connection with any **claim** covered by this Policy;
 3. premiums for any appeal bond, attachment bond, or similar bond; however, **we** will have no obligation to apply for or furnish such bond; and
 4. mediation costs, arbitration expenses, expert witness fees, and other fees, costs, and expenses resulting from investigation, adjustment, defense, and appeal of a **claim** arising in connection therewith, if incurred by **us**, or by **you** with **our** prior written consent, which will not be unreasonably withheld, conditioned or delayed.

Claims expense does not include any salaries, overheads or other charges **you** incur for any time **you** spend in cooperating in the defense and investigation of any **claim** or circumstance which could give rise to a **claim** under this Policy, except as provided in section III.D.2 of this Policy. **Claims expenses** are part of, not in addition to, the Limit of Liability.

V. Section III.G is hereby deleted and replaced with the following:

G. **Control group** means the individuals that previously held or currently hold any of the following positions at the **named insured**: Chief Executive Officer, Chief Information Officer, Director of Risk Management, or any other position that has substantially similar responsibilities as those referenced above, irrespective of the exact title of such position. However, **control group** does not mean or include non-administrative officials.

VI. Section III.H of the Policy is hereby deleted and replaced with the following:

H. **Covered cause of loss** means:

1. any of the following computer attacks on **your computer system** committed by anyone other than members of the **control group**:
 - a. hacker attacks, whether specifically targeted or generally distributed, intended to result in unauthorized access to, unauthorized use of, or malicious damage to **your computer system** by any means including techniques for bypassing technical security or social engineering techniques;
 - b. denial of service attacks intended to deliberately overload bandwidth connections, web sites or web servers by sending substantial quantities of repeat or irrelevant communications, packets, or data with the intent of degrading or blocking access to **your computer system**;
 - c. **cyber extortion or ransomware threat**; or
 - d. malicious code, whether specifically targeted or generally distributed, designed to erase or corrupt data or damage or disrupt **your computer system**;
2. any act, error, or omission resulting in:
 - a. physical damage to or destruction of electronic storage media on **your computer system** resulting in **data loss**;
 - b. physical damage to or destruction of computer hardware resulting in **data loss**;
 - c. electrostatic build-up and static electricity resulting in **data loss**;
 - d. under voltage, over voltage, or failure of power supplies under the operational control of the **named insured** or a **subsidiary** resulting in **data loss**;
 - e. data creation, entry, or modification errors; or
 - f. failures in the on-going operation, administration, upgrading, and maintenance of your computer system.
3. any intentional and reasonably necessary voluntary shutdown of **your computer system** by the **named insured** or a **subsidiary** in response to a credible or actual threat of a **first-party event**, but only if:
 - a. a **computer system disruption** may reasonably be expected in the absence of such voluntary shutdown; and
 - b. such voluntary shutdown serves to mitigate, reduce, or avoid **first-party expense**.

A **covered cause of loss** will be deemed to occur at the time such event is first discovered by a member of the **control group**. All **covered causes of loss** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **covered cause of loss** and will be deemed to have occurred on the date the earliest of such **covered cause of loss** is deemed to have occurred.

VII. Section III.I of the Policy is hereby deleted and replaced with the following:

- I. **Cyber extortion and ransomware expense** means expenses incurred by the **named insured** or a **subsidiary** with our prior written consent, which will not be unreasonably withheld, conditioned, or delayed, to terminate a cyber extortion and ransomware threat, including:
1. **Money**, goods, gift cards, or other consideration paid to satisfy a demand by an extortionist in conjunction with a **cyber extortion and ransomware threat**, including costs associated with crypto wallet services and other expense for securing and transferring funds or other consideration; and
 2. a third-party extortion consultant retained to investigate, respond to, and assist with terminating a **cyber extortion and ransomware threat**.

VIII. Section III.K of the Policy is hereby deleted and replaced with the following:

- K. **Cyber theft** means **financial loss** incurred by the **named insured** or any **subsidiary** as a direct result of:
1. the transfer of funds by **you**, in good faith, from the **named insured's** or **subsidiary's** bank, escrow, or **securities** accounts, or from a **named insured's** or **subsidiary's** client's bank, escrow, or **securities** accounts to a third party in reasonable reliance on fraudulent or deceptive communications directing **you** to transfer or pay the funds to a third party under false pretenses, but only where **you** verbally confirm and verify wire instructions prior to transferring the funds;
 2. the theft of funds from the **named insured's** or **subsidiary's** bank, escrow, or **securities** accounts, or from a **named insured's** or **subsidiary's** client's bank, escrow, or **securities** accounts as a result of fraudulent or deceptive communications from a third party directing the bank or **securities** broker to transfer or pay the funds to a third party under false pretenses without **your** knowledge or consent; or

3. fraudulent or dishonest use of **your computer system** or **your** telephone system, including but not limited to, **botnetting** or **cryptojacking**, in order to:
 - a. steal service, bandwidth, **money, securities, or other property**; or
 - b. induce the **named insured's** or **subsidiary's** clients or vendors to transfer, pay or deliver **money, securities, or other property** to an unintended third party under false pretenses by impersonating the **named insured** or a **subsidiary**, including invoice manipulation.

A **cyber theft** will be deemed to occur at the time such event is first discovered by a member of the **control group**. All **cyber thefts** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **cyber theft** and will be deemed to have occurred on the date the earliest of such **cyber theft** is deemed to have occurred.

IX. Section III.M of the Policy is hereby deleted and replaced with the following:

M. **Data breach** means actual or reasonably suspected theft, mysterious disappearance, unintentional, or accidental disclosure of, or unauthorized access to data including, but not limited to **personally identifiable non-public information** or **confidential information** that is in **your** care, custody, or control, or in the care, custody, or control of any person or entity that is holding, hosting, storing, maintaining, processing, disposing of, or transmitting such information on **your** behalf. A **data breach** will be deemed to occur at the time such event is first discovered by a member of the **control group**. All **data breaches** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **data breach** and will be deemed to have occurred on the date the earliest of such **data breach** is deemed to have occurred.

X. Section III.U is hereby deleted and replaced with the following:

U. **Identify theft remediation services** means any of the following expenses incurred by the **named insured** or a **subsidiary** with **our** prior written consent, which will not be unreasonably withheld, conditioned, or delayed, that the **named insured** or a **subsidiary** are either legally obligated to pay, or not legally obligated to pay, but elect to incur to remediate reputational damage or to mitigate or avoid a **claim**:

1. costs to hire breach response specialists to establish credit monitoring, healthcare record monitoring, identity monitoring, dark web monitoring, identity theft assistance, and an incident help line, for a period of up to twenty-four (24) months, or as required by privacy regulation, from the date of enrollment in such services for individuals or organizations impacted by a **data breach**, but only where such individual or organization actually enrolls for, and redeems, such services. This Policy does not cover any costs arising out of credit monitoring, healthcare record monitoring, identity monitoring, or identity theft assistance for individuals or organizations that have not enrolled for and redeemed such services; and
2. costs to procure identity restoration services or identity theft insurance for individuals or organizations impacted by a **data breach**.

XI. Section III.V is hereby deleted and replaced with the following:

V. **Incident investigation and remediation services** means any of the following expenses incurred by the **named insured** or a **subsidiary** with **our** prior written consent, which will not be unreasonably withheld, conditioned or delayed, for forensics and information security consultants to:

1. conduct a forensic investigation **your computer system**:
 - a. to determine the existence, source, and scope of a **data breach, computer system disruption, data loss, cyber theft, or cyber extortion and ransomware threat**; or
 - b. as required by a regulatory body, client contract, or under the terms of a Card Brand or merchant services agreement including, but not limited to a requirement for an independent forensic investigation conducted by a Payment Card Industry Forensic Investigator (PFI);
2. provide initial advice to remediate the impact of a **data breach, computer system disruption, data loss, cyber theft, or cyber extortion and ransomware threat**;
3. preserve relevant data for potential electronic discovery and electronic evidence purposes;
4. contain and remove any malware discovered on **your computer system**;
5. mitigate any such **data breach, computer system disruption, data loss, cyber theft, or cyber extortion and ransomware threat**;
6. recertify that **your computer system** meets PCI-DSS or similar standards following a **data breach**, but only when required by a regulatory body, client contract, or under the terms of a Card Brand or merchant services agreement;
7. provide expert witness testimony at any trial or hearing arising from the **data breach, computer system disruption, data loss, cyber theft, or cyber extortion and ransomware threat**; and
8. provide post breach remediation and breach prevention services to **you** including an information security risk assessment, information security gap analysis, an information security document set, and an information security awareness training session.

Incident investigation and remediation services also includes any costs advised in the course of **breach advisory services** and agreed upon by **you** and **us**.

XII. Section III.W of the Policy is hereby deleted and replaced with the following:

W. **Incident response expense** means:

1. **breach advisory services;**
2. **identity theft remediation services;**
3. **incident investigation and remediation services**
4. **public relations services;** and
5. **notification services.**

XIII. Section III.CC of the Policy is hereby deleted and replaced with the following:

CC. **Notification services** means any of the following expenses incurred by **you** with **our** prior written consent, which will not be unreasonably withheld, conditioned, or delayed, that **you** are either legally obligated to pay, or not legally obligated to pay, but elect to incur to mitigate damage to **your** reputation or mitigate or avoid a **claim** in the event of a **data breach or cyber extortion and ransomware threat**, to:

1. notify individuals, organizations, any State Attorney General, the Office for Civil Rights (OCR) or any other appropriate domestic or foreign governmental, regulatory, law enforcement, professional or statutory body of an actual or suspected **data breach or cyber extortion and ransomware threat**;
2. draft, print, and mail letters to affected individuals including cost of address verification, email notice, media notice, mailing services, and postage;
3. set up a call center to manage inbound and outbound calls in direct relation to the event; and
4. provide translation services to manage communications with affected individuals.

XIV. Section III.FF of the Policy is hereby deleted and replaced with the following:

FF. **Personally identifiable non-public information** means information transmitted, disseminated, or stored in any manner or medium that allows an individual to be uniquely identified including, but not limited to an individual's name, social security number, medical or healthcare data, other protected health information including biometric data, driver's license number, state identification number, credit card number, debit card number, other financial account numbers, address, telephone number, IP address, email address, account number, account histories, passwords, security codes, and other nonpublic personal information as defined in local, state, federal, foreign, or international law relating to:

1. the collection, sharing, control, security, use or disposal of private information;
2. identity theft protection; and/or
3. notification of actual or possible privacy breaches.

XV. Section III.II of the Policy is hereby deleted and replaced with the following:

II. **Restoration expense** means any costs and expenses incurred by the **named insured** or a **subsidiary** through the use of employees or external consultants, contractors or advisors to repair, replace, retrieve, recreate, or restore information, software, or firmware on **your computer system** to the same state and with the same contents immediately before the **data loss** from a **covered cause of loss** occurred. However, **restoration cost** does not mean or include:

1. repairing, replacing, retrieving, recreating, restoring, upgrading, or updating information, software, or firmware on **your computer system** to a level beyond that which existed prior to the **data loss**. However, this will not apply to improvements derived from information, software, or firmware that is commercially equivalent to that which was damaged or lost;
2. patching or remediating errors or vulnerabilities in software or firmware on **your computersystem**;
3. economic or market value of information, software, or firmware on **your computer system**; or
4. repairing or replacing any tangible property including computer hardware of any kind.

XVI. Section III.MM is hereby deleted and replaced with the following:

MM. **Subsidiary** means any entity:

1. which, on or prior to the inception date of this Policy, the **named insured** either:
 - a. owns, directly or through one or more **subsidiaries**, more than fifty percent (50%) of the outstanding voting securities; or
 - b. has "Management control" of the entity.
2. Of which the **named insured** acquires, directly or through one or more **subsidiaries**, Management Control after the inception date of this Policy, provided that:
 - a. the revenues of such entity do not exceed thirty percent (30%) of the **named insured's** annual revenues; or
 - b. if the revenues of such entity exceed thirty percent (30%) of the **named insured's** annual revenues, then coverage under this Policy will be afforded for a period of ninety (90) days, but only for any **data breach, data loss, computer system disruption, cybercrime, cyber extortion and ransomware threat, wrongful act, claim, or potential claim** first occurring after the entity became a **subsidiary**. Coverage beyond such ninety (90) day period will only be available if the **named insured** gives **us** written notice of the acquisition, obtains **our** written consent to extend coverage to the entity beyond such ninety (90) day period and agrees to pay any additional premium required by **us**.

For the purposes of this definition, "Management Control" means:

- i. the **named insured** has the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of a **subsidiary**, to elect, appoint or designate a majority of the Board of Directors of a corporation, the management committee of a joint venture, or the management board of a limited liability company; and
- ii. by virtue of holding an office or position with the **named insured**, **you** have the right to elect or appoint the general partner or manager or a majority of the directors or trustees; serve ex officio as general partner or manager or as a

director or trustee and represent a majority of the directors or trustees, individually, or collectively with any other ex officio director or trustee or right of such person or persons to elect or appoint any other director or trustee; or direct any financial or managerial decision making, whether by operation of law, pursuant to contract or agreement, or pursuant to such entity's charter, articles of association, or by-law provisions.

A **subsidiary** ceases to be a **subsidiary** at such time when the **named insured** ceases to have Management Control of the **subsidiary**. This Policy only provides coverage for **subsidiaries** while the **named insured** has Management Control.

XVII. Section III.PP of the Policy is hereby deleted and replaced with the following:

PP. **Wrongful act** means:

1. With respect to Insuring Agreement A - Network Security and Privacy Liability, any actual or alleged act, error, omission, misstatement, misleading statement, neglect, or breach of duty committed during the course of business activities by **you** or by any person or entity for whose **wrongful act you** are legally responsible resulting in:
 - a. failure to prevent or hinder a **data breach, cyber theft, or cyber extortion and ransomware threat**;
 - b. breach of any rights of confidentiality, including a breach of any provisions of a non-disclosure agreement or breach of a contractual warranty relating to the confidentiality of data as a result of a **data breach**;
 - c. breach of a merchant credit card services agreement due to the **named insured's** or a **subsidiary's** noncompliance with published PCI-DSS or similar standards and caused by a **data breach**;
 - d. failure to notify, warn or timely disclose to any person or entity of the actual or possible loss, disclosure, or theft of **personally identifiable non-public information** or **confidential information**;
 - e. wrongful or unauthorized collection, retention, or use of **personally identifiable non-public information** or **confidential information**;
 - f. failure to comply with the **named insured's** or a **subsidiary's** written privacy policy;
 - g. failure to prevent or hinder unauthorized use of **your computer system** or the transmission of a computer virus, denial of service attack, or any other computer attack from **your computer system** to a third party's **computer systems**;
 - h. failure to prevent damage to, loss of, or spoilage of data;
 - i. failure to:
 - i. properly inform individuals of the collection of;
 - ii. give access to;
 - iii. rectify errors or inaccuracies in;
 - iv. dispose of;
 - v. restrict processing of;
 - vi. ensure portability of;
 - vii. give notice regarding the rectification, erasure, or restriction of processing of;
 - viii. allow individuals to opt in or out of **your** collection of;
 - ix. advise individuals of their rights regarding **your** collection of; or
 - x. maintain or disseminate a written policy regarding **your** collection of,

personally identifiable non-public information as required by any consumer privacy law;

- j. the inability of an authorized third party to gain access to **your computer system** due to a **computer system disruption**;
- k. violation of any federal, state, local, foreign, or international statutes, rules, regulations and other laws in effect now, later enacted, promulgated, or as hereafter amended, establishing legal obligations with respect to:
 - i. the collection, retention, security, control, handling, use, sharing, transmission, or disposal of **personally identifiable non-public information, confidential information**, or publicly available information concerning a uniquely identifiable individual or group of individuals;
 - ii. identity and identity theft protection, remediation, or prevention; and
 - iii. notification of potential or actual **data breaches**,

including, but not limited to the following federal, state, local, foreign, or international statutes, rules, regulations:

1. The California Consumer Privacy Act (CCPA) or any rules or regulations promulgated thereunder;
2. California S.B. 1386;
3. The EU General Data Protection Regulation (GDPR) or other similar privacy and security statutes, rules, regulations or other laws worldwide;
4. The Gramm-Leach-Bliley Act (GLBA) also known as the Financial Services Modernization Act of 1999, or any rules and regulations promulgated thereunder;
5. Health Insurance Portability and Accountability Act of 1996 (HIPAA) and related or similar state medical privacy laws or any rules or regulations promulgated thereunder;
6. Health Information Technology for Economic and Clinical Health Act (HITECH) or any rules or regulations promulgated thereunder;
7. Personal Information Protection and Electronic Documents Act (PIPEDA) or any rules or regulations promulgated thereunder;
8. Federal Fair Credit Reporting Act (FCRA) or any rules or regulations promulgated thereunder;

9. The Children's Online Privacy Protection Act or similar laws or any rules or regulations promulgated thereunder; and
10. The Red Flags Rule; or

- l. infliction of emotional distress or mental anguish, but only if directly resulting from a wrongful act described in paragraphs a. through k. above.

A **wrongful act** also includes any act, error, omission, misstatement, misleading statement, neglect, or breach of duty by director or officer of the **named insured** or a **subsidiary** in the discharge of their duties, which results in one or more of the **wrongful acts** described in paragraphs a. through k. above.

2. With respect to Insuring Agreement B - Multimedia Liability, any actual or alleged act, error, omission, misstatement, misleading statement, neglect, or breach of duty committed during the course of **media activities** by **you** or by any person or entity for whose **wrongful act you** are legally responsible, including but not limited to:
 - a. libel, slander, product disparagement, trade libel, or any other form of defamation or other tort related to disparagement or harm to the reputation, character or feelings of any person or entity;
 - b. any form of invasion, infringement, or interference with the right to privacy or of publicity, including false light, breach of confidence or confidentiality, public disclosure of private facts, intrusion or commercial appropriation of name, persona or likeness;
 - c. wrongful entry or eviction, trespass, eavesdropping, wireless signal interception, or other invasion of the right of private occupancy;
 - d. outrage, outrageous conduct, mental anguish, infliction of emotional distress, or prima facie torts;
 - e. false attribution of authorship, passing off, plagiarism, piracy, or misappropriation of property rights, ideas, or information; and
 - f. infringement of copyright, mask works, domain name, trade dress, title, or slogan, or the dilution or infringement of trademark, service mark, service name, or trade name.

All **wrongful acts** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **wrongful act** and will be deemed to have occurred on the date the earliest of such **wrongful acts** is deemed to have occurred. It is agreed, however, that only the portion of such **wrongful acts** that occur after the inception of this Policy, or the inception of any policy sold by **us** to **you** of which this Policy is a direct or indirect renewal, whichever is earlier, will be subject to the foregoing sentence. Furthermore, with respect to a **subsidiary**, only the portion of such **wrongful acts** that occur after the date the **named insured** has Management Control of such **subsidiary** will be subject to the foregoing sentence.

XVIII. Section III.QQ of the Policy is hereby deleted and replaced with the following:

QQ. **You, your, or yours** means:

1. the **named insured** and any **subsidiary**;
2. any past, present, or future officer, director, trustee, partner, member, principal, stockholder, owner, employee, intern, volunteer, or independent contractor of the **named insured** or any **subsidiary**, but only while acting within the scope of their duties as such;
3. a principal if **you** are a sole proprietorship, but only while acting within the scope of their duties as such;
4. any person who previously qualified as **you** under section III.QQ.2 of this Policy prior to the termination of the required relationship with the **named insured** or any **subsidiary**, but only with respect to the performance of their duties as such;
5. the estate, heirs, executors, administrators, assignees, and legal representatives of any of **you** in the event of **your** death, incapacity, insolvency, or bankruptcy, but only to the extent that **you** would otherwise be provided coverage under this Policy;
6. the lawful spouse of any of **you**, including any natural person qualifying as a domestic partner under the provisions of any formal policy or program of the **named insured** or any **subsidiary**, or any applicable federal, state, or local law in the United States, but only for **wrongful acts** committed by of any of **you** defined in sections III.QQ.2 through III.QQ.4 of this Policy; and
7. any person or entity the **named insured** or a **subsidiary** are required by contract to add as an additional insured under this Policy, but only for **wrongful acts** covered by this Policy, which are committed by of any of **you** defined in section III.QQ.1 through section III.QQ.4 of this Policy.

XIX. Section III.RR. of the Policy is hereby deleted and replaced with the following:

RR. **Your computer system** means:

1. any computer hardware, software or firmware and componentry thereof, including, but not limited to mobile or handheld device, smartphone, tablet and laptops, and including data stored thereon that is:
 - a. operated by and either owned, rented, or leased by the **named insured** or any **subsidiary**;
 - b. operated by third parties and used for information technology or telecommunication services, including transmitting, hosting, storing, maintaining, managing, or processing software, data, or other information on behalf of the named insured or any subsidiary;

2. a mobile or handheld device, smartphone, tablet, laptop, or other computer hardware or firmware and componentry thereof containing **personally identifiable non-public information** or **confidential information**, which is operated by and either owned, rented or leased by a member of the **control group** or an employee of the **named insured** or a **subsidiary**;
3. cloud based audio and video conferencing services used by the **named insured** or a **subsidiary** in the course of business activities.

XX. Section III of the Policy is hereby amended with the addition of the following definitions:

SS. **Botnetting** means the fraudulent or dishonest use of **your computer system** or telephone system for the purpose of launching a denial of service attack or hacking attack against another third party.

TT. **Cryptojacking** means the fraudulent or dishonest use of **your computer system** or telephone system for the purpose of cryptocurrency mining activities.

XXI. Section IV.E of the Policy is hereby deleted and replaced with the following:

E. arising out of or resulting solely from **your** activities as a trustee, partner, officer, director, or employee of any employee trust, charitable organization, corporation, company, or business other than that of the **named insured** or **subsidiary**;

XXII. Section IV.G of the Policy is hereby deleted and replaced with the following:

G. arising out of or resulting from any circumstance, **wrongful act, data breach, computer system disruption, data loss, cyber extortion and ransomware threat, or cyber theft**, if prior to the inception date of this Policy or prior to the inception date of a policy issued by **us** of which this Policy is a direct or indirect renewal, whichever is later, a member of the **control group** knew or should reasonably have expected that such circumstance, **wrongful act, data breach, computer system disruption, data loss, cyber extortion and ransomware threat, or cyber theft** would result in a **claim, data breach, computer system disruption, data loss, cyber theft, or cyber extortion and ransomware threat**;

XXIII. Section IV.I of the Policy is hereby deleted and replaced with the following:

- I. arising out of or resulting from any liability assumed under any contract or agreement including any breach of express warranty or guarantee. However, this exclusion will not apply to:
 1. any liability or obligation **you** would have in the absence of such contract or agreement;
 2. any indemnity by **you** in an express, implied, actual or constructive contract, warranty, or guarantee with **your** clients or additional insureds as defined in section III.QQ.7 of this Policy, with respect to any **data breach** suffered by **you** which results in the failure to preserve **confidential information**;
 3. an unintentional breach by **you** of the provisions of a confidentiality or non-disclosure agreement relating to the confidentiality of **confidential information**;
 4. a breach of **your** written privacy policy;
 5. a breach of a Card Brand merchant services agreement due to a **data breach**; or
 6. any liability you assume in the form of a hold harmless or indemnity agreement with any entity providing **media activities** on **your** behalf;

XXIV. Section IV.M of the Policy is hereby deleted and replaced with the following:

- M. arising out of or resulting from **your** actual or alleged violation of the Securities Act of 1933, the Securities Exchange Act of 1934, the rules and regulations of the Securities Exchange Commission, the securities laws or regulations of any state, or any common law claim relating to any transaction arising out of, involving, or relating to **your** purchase or sale or **your** offer to purchase or sell securities; however, this exclusion does not apply to an otherwise covered **claim** alleging:
 1. violation of any rules or regulations promulgated under securities laws concerning **data breaches** or the security of **confidential information**; or
 2. failure to safeguard **confidential information** obtained by an **you** in the course of a securities transaction;

XXV. Section IV.O of the Policy is hereby deleted and replaced with the following:

- O. arising out of or resulting from:
 1. antitrust, restraint of trade, and similar anti-competitive conduct; or
 2. deliberately false or deceptive advertising;

however, this exclusion will not apply to **claims** for an otherwise covered **wrongful act**;

XXVI. Section IV.P of the Policy is hereby deleted and replaced with the following:

- P. arising out of or resulting from any **claim** bought by any entity which:
 1. **you** operate, manage, or control either directly or indirectly in whole or in part or in which **you** have an ownership interest in excess of twenty-five percent (25%); or in which **you** are an officer or director; or
 2. operates, manages, or controls the **named insured** or a **subsidiary** either directly or indirectly in whole or in part or has an ownership interest in the **named insured** or a **subsidiary** in excess of twenty-five percent (25%);

however, this exclusion will not apply to **claims** brought by any person or entity added to this Policy as an additional insured as defined in section III.QQ.7 of this Policy.

XXVII. Section V.D of the Policy is hereby deleted and replaced with the following:

D. Reporting of First-Party Events, Claims, and Circumstances

1. When a member of the **control group** first becomes aware of a **claim** made against **you** or discovers a **first-party event**, **you** must notify **us** through the persons named in Item 9 of the Declarations as soon as practicable, but in no event later than:
 - a. ninety (90) days after the expiration, cancellation or termination date of this Policy, or one hundred eighty (180) days after the renewal of this Policy if this Policy is renewed by **us**; or
 - b. the expiration of any Extended Reporting Period, if applicable.

However, if the Policy is cancelled for nonpayment of premium, **you** must give us written notice of any such **claim** or **first-party event** prior to the effective date of such cancellation. It is agreed that if **you** give notice of a **claim** or **first-party event** to **us**, but not in accordance with the above requirements, **we** will not be entitled to deny coverage solely on the basis of late notice unless, and then only to the extent that, **we** prove by final, non-appealable adjudication in any action or proceeding that **we** were materially prejudiced by the late notice.

2. If a member of the **control group** becomes aware of any circumstance that could give rise to a **claim** and **you** give us through persons named in Item 9 of the Declarations during the **policy period** or any Extended Reporting Period notice of:
 - a. the circumstance and a description of the **wrongful act** allegations that could be made;
 - b. the injury or damage which may result or has resulted from the circumstance; and
 - c. the facts by which **you** first became aware of this,

then any subsequent **claim** arising out of such circumstance made against **you** which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to **us**.

3. A **claim**, circumstance which could give rise to a **claim**, or a **first-party event** will be considered to be notified to **us** when written notice is first given to **us** through persons named in Item 9 of the Declarations in accordance with sections V.D.1 through V.D.2 of this Policy. Coverage for **claims expense**, **damages**, or **first-party expense** arising out of covered **claims** or **first-party events** notified to us in accordance with sections V.D.1 through V.D.2 of this Policy will apply once a **claim** or **first-party event** is first discovered by **you**.
4. Notwithstanding anything in Section V.D to the contrary:
 - a. In the event the **named insured** or a **subsidiary** receives an authorized request during the **policy period** from a law enforcement authority to keep confidential certain information about an actual or reasonably suspected **first-party event** or **claim**, then the notice of such **first-party event** or **claim** will be considered notified to us in compliance with Section V.D.1 of this Policy, but only if **you**:
 - i. request permission from such law enforcement authority to share such information with **us** as soon as practicable following the receipt of such a request;
 - ii. only withhold from **us** that portion of the information that the law enforcement authority has requested the **named insured** or a **subsidiary** not to share with **us**; and
 - iii. provide **us** with a full notice and details of such **first-party event** or **claim** as soon as possible after the law enforcement authority permits the **named insured** or a **subsidiary** to share full details of the **first-party event** or **claim** with **us**.
 - b. Any failure or delay by the **named insured** or a **subsidiary** in providing information to **us** following receipt of a law enforcement authority request as set forth in Section V.D.4.a of this Policy, will not be the basis for a denial of coverage for any **first-party event** or **claim** under this Policy, but only if the procedure set forth in Section V.D.4.a of the Policy is followed in connection with such authorized law enforcement request.
 - c. Notwithstanding the above, no coverage shall be afforded for any **first-party event** or **claim** if the information withheld from **us** relating to such **first-party event** or **claim** is subject to the exclusions in Section IV.F or Section IV.G of this Policy.
5. If any false or fraudulent **claim**, circumstance, or **first-party event** is reported by, consented to, acquiesced to or made with the knowledge of a member of the **control group**, as regards amount or otherwise, this Policy will become void and all **claims** hereunder will be forfeited.

XXVIII. Section V.H of the policy is hereby deleted and replaced with the following:

H. Other Insurance

1. With respect to **incident response expense**, **income loss**, **extra expense**, **special expense**, **restoration expense**, and **cyber extortion and ransomware expense**:
The coverage provided by this Policy will be primary to any other insurance that covers the same loss covered under this Policy, including any insurance maintained by an additional insured defined in section III.NN.7 of this Policy if **you** are required to agree in a written contract that coverage provided by this Policy will be primary and non-contributory with respect to other insurance available to the additional insured.

2. With respect to **financial loss, damages, and claims expense**:

The coverage provided by this Policy is excess over and above any valid and collectible insurance (including any deductible portion) available to **you** whether such insurance is stated to be primary, excess, contributory, contingent, or otherwise, unless such other insurance is specifically written as excess insurance over the Limit of Liability provided by this Policy. However, the coverage under this Policy is primary to and will not seek contribution from any other insurance available to additional insureds as defined in section III.QQ.7 of this Policy if **you** are required to agree in a written contract that coverage provided by this Policy will be primary and non-contributory with respect to other insurance available to the additional insured.

XXIX. Section V.J of the Policy is hereby deleted and replaced with the following:

J. Innocent Insured

1. Whenever coverage under this Policy would be excluded, suspended or lost because of any exclusion relating to criminal, dishonest, fraudulent, or malicious acts, errors, or omissions by any of **you**, then such coverage otherwise afforded by this Policy will apply to all of **you** that did not personally commit, personally participate in committing, personally acquiesce, or remain passive after having personal knowledge of such criminal, dishonest, fraudulent, or malicious acts, errors or omissions.
2. Whenever coverage under this Policy would be excluded, suspended or lost because of any material misrepresentations or omissions in the **application**, then such coverage otherwise afforded by this Policy:
 - a. will apply to all of **you** that did not personally commit, personally participate in committing, personally acquiesce, or remain passive after having personal knowledge of such misrepresentations or omissions;
 - b. will apply to the **named insured** unless a member of **your control group** participated in committing, acquiesced to, or remained passive after having knowledge of such misrepresentations or omissions.
3. Whenever coverage under this Policy would be excluded, suspended or lost because of failure to give notice to **us** as required by section of V.D. this Policy, such coverage otherwise afforded by this Policy will apply to all of **you** that did not personally commit, personally participate in committing, or personally acquiesce to such failure to give notice, provided that any of **you** entitled to this provision complies with section V.D promptly after obtaining knowledge of failure by any of **you** to comply therewith.

XXX. Section V of the Policy is amended by the addition of the following:

Y. Allocation

1. If a **claim** involves **damages** or **claim expenses** covered by this Policy and **damages** or **claim expenses** not covered by this Policy because the **claim** contains both covered and uncovered matters, then **we** agree that one hundred percent (100%) of all **claim expenses** incurred will be covered under this Policy. However, the foregoing does not apply to any of **you** for whom coverage is excluded pursuant to Section IV.A of the Policy.
2. If a **claim** for **damages** involves covered and uncovered parties and/or covered and uncovered amounts, then **we** and **you** agree to use best efforts to arrive at a fair allocation between covered **damages** and uncovered **damages**.

All other terms and conditions of this Policy remain unchanged.