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Chubb Cyber Enterprise Risk Management Policy Declarations

***NOTICE*: THE THIRD PARTY LIABILITY INSURING AGREEMENTS OF THIS POLICY PROVIDE CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD FOR ANY INCIDENT TAKING PLACE AFTER THE RETROACTIVE DATE BUT BEFORE THE END OF THE POLICY PERIOD.**

AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMIT OF INSURANCE AND WILL BE APPLIED AGAINST ANY APPLICABLE RETENTION. IN NO EVENT WILL THE COMPANY BE LIABLE FOR CLAIMS EXPENSES OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE APPLICABLE LIMIT OF INSURANCE. TERMS THAT ARE UNDERLINED IN THIS NOTICE PROVISION HAVE SPECIAL MEANING AND ARE DEFINED IN SECTION II, DEFINITIONS. READ THE ENTIRE POLICY CAREFULLY.

IF YOU NEED URGENT CRISIS MANAGEMENT OR LEGAL ADVICE, PLEASE CONTACT:	**Cyber Incident Response Coach** Hotline at: 1-(800)-817-2665 or Press your 'Report Cyber Incident' button on the Chubb Cyber Alert Mobile application.

Policy No: D95203644		Renewal of: D95203644
Item 1. **Named Insured**	Benefit Insurance Marketing, INC.	
Principal Address	1151A Red Mile Rd Lexington,KY 40504	
Item 2. **Policy Period**	From: 01-01-2021 To: 01-01-2022 (12:01 AM local time at the address shown in Item 1.)	

Item 3. Maximum Policy Limits of Insurance.	
A. Maximum Single Limit of Insurance	$1,000,000
B. Maximum Policy Aggregate Limit of Insurance	$1,000,000

Item 4. Limits of Insurance, Retentions and Insuring Agreement(s) Purchased. If any Limit of Insurance field for an Insuring Agreement is left blank or NOT COVERED is shown, there is no coverage for such Insuring Agreement.

First Party Insuring Agreements				
A. Cyber Incident Response Fund	Each **Cyber Incident** Limit	Aggregate Limit for all **Cyber Incidents**	Each **Cyber Incident** Retention	
1. **Cyber Incident Response Team**	$1,000,000	$1,000,000	$5,000	
			Except **Cyber Incident**	$0

			Response Coach:	

First Party Insuring Agreements			
NOTE: The **Insured** is under no obligation to use or contract for services with the **Cyber Incident Response Team**. However, if the **Insured** elects not to use or contract with **the Cyber Incident Response Team** but elects to use or contract with a **Non-Panel Response Provider**, then the **Each Cyber Incident** Limits and Aggregate Limit for all **Cyber Incidents** specified in Item 4A2 below apply.			
2. **Non-Panel Response Provider**	$500,000	$500,000	$5,000
Insuring Agreement	Each **Cyber Incident** Limit	Aggregate Limit for all **Cyber Incidents**	Each **Cyber Incident** Retention
B. Business Interruption and Extra Expense			
1. **Business Interruption Loss** and **Extra Expenses**	$1,000,000	$1,000,000	$5,000 **Waiting Period**: 8 Hours
2. **Contingent Business Interruption Loss** and **Extra Expenses**	$150,000	$150,000	$5,000 **Waiting Period**: 8 Hours
a. Scheduled Providers Limit (if scheduled by endorsement)			**Waiting Period**:
C. Digital Data Recovery	$1,000,000	$1,000,000	$5,000
D. Network Extortion	$1,000,000	$1,000,000	$5,000

Third Party Liability Insuring Agreements			
Insuring Agreement	Each **Claim** Limit	Aggregate Limit for all **Claims**	Each **Claim** Retention
E. Cyber, Privacy and Network Security Liability	$1,000,000	$1,000,000	$5,000
1. **Payment Card Loss**	$1,000,000	$1,000,000	$5,000
2. **Regulatory Proceeding**	$1,000,000	$1,000,000	$5,000
F. Electronic, Social And Printed Media Liability	$1,000,000	$1,000,000	$5,000

Item 5. **Retroactive Date**	

(only applicable to Third Party Insuring Agreements)	Full Prior Acts
Item 6. Pending or Prior Proceedings Date (only applicable to Third Party Insuring Agreements)	01-01-2020

Third Party Liability Insuring Agreements		
Item 7. **Extended Reporting Period**	**A.** Additional Premium:	100% of Annual Premium
	B. Additional Period:	12 Months

Item 8. Policy Premium	$5,277.00
Kentucky Municipal Tax	$263.85
Kentucky Collection Fee	$39.58
Kentucky Domestic, Foreign & Alien Insured's Monthly Ins. Surcharge	$94.99
Policy Premium Plus applicable taxes and fees (if any)	$5,675.42

PLEASE NOTE THAT THE TOTAL AMOUNT DUE INCLUDES A PREMIUM SURCHARGE PURSUANT TO SECTION 136.392 OF THE KENTUCKY REVISED STATUTES.

Item 9. Notice to Insurer	
A. Notice of Incident, Claim, or potential Claim as set forth in section VIII, subsection C	By Mail: Director of Claims Chubb P.O. BOX 5105 Scranton, PA 18505-0518 Fax Number: 877-201-8787
	By Email: cyberclaimreport@chubb.com
	By Mobile App Or Online: Visit www.chubb.com/cyber OR Visit www.chubb.com/us-en/claims OR Press the 'Report Cyber Incident' button on the Chubb Cyber Alert mobile application.
B. All Other Notices to the **Insurer**	Chief Underwriting Officer Chubb – Financial Lines 1133 Avenue of the Americas, 32nd Floor New York, NY 10036

Chubb. Insured.℠

Forms Schedule

Form Number	Form Edition	Form Title
PF48168	1016	Chubb Cyber Enterprise Risk Management Policy Declarations
ALL20887a	0316	Chubb Producer Compensation Practices & Policies
PF48260	1016	Policyholder Notice Cyber Services for Loss Mitigation
PF48259	0219	Policyholder Notice Cyber Services for Incident Response
PF17914a	0416	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
PF46422	0715	Trade or Economic Sanctions Endorsement
PF45354	0219	Cap On Losses From Certified Acts Of Terrorism
TRIA11d	0316	Disclosure Pursuant To Terrorism Risk Insurance Act
CC1k11i	0218	Signatures
PF48169	0219	Chubb Cyber Enterprise Risk Management Policy
PF48165	0219	Retroactive Date (Item 5) Amended – Specified by Insured and Insuring Agreement
PF49494	0219	Extended Period of Attrition Endorsement
PF48257	0219	Cyber Crime Endorsement
PF48155	0219	Additional Insured - Blanket Pursuant To A Contract - CyberERM
PF48275	0219	Non-Malicious Computer Act – System Failure – Business Interruption And Contingent Business Interruption - Sublimit
PF49501	0219	Preventative Shutdown
PF49492	0219	Hardware or Equipment Replacement Endorsement
PF49491	0219	Conduct Exclusion Amended – Final, Non-Appealable Adjudication
PF48282	0219	Money Exclusion
PF49445	0219	Duty To Defend A Regulatory Proceeding
PF48153	0219	Optional Extended Reporting Period (Item 7) Amended
PF50955	0219	Reputational Event With Extended Period of Attrition

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PF50954	**0219**	**Invoice Fraud Financial Loss Endorsement**
ALL25801a	**0412**	**Kentucky Local Government Premium Tax Schedule**
PF48300	**0519**	**Amendatory Endorsement – Kentucky**

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Chubb Producer Compensation Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at http://www.aceproducercompensation.com or by calling the following toll-free telephone number:

1-866-512-2862.

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Policyholder Notice
Cyber Services for Loss Mitigation

This Policyholder Notice shall be construed as part of your **Policy** but no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your **Policy**. While no coverage is provided by this Policyholder Notice, bolded terms in this Policyholder Notice shall have the meaning set forth in your **Policy**. You should read your **Policy** and review your Declarations page for complete information on the coverage you are provided.

As a Chubb policyholder, you have cyber services available to you, as described in this Notice.

Loss Mitigation Services

Chubb provides "pre-event" cyber security services as a benefit to help our policyholders analyze key cyber exposures and help limit the exposures to a potential loss. These services, which complement our post incident cyber services, have been created based on our claim and industry experience. These services have been carefully selected by Chubb and are reviewed on a periodic basis. These services include, but are not limited to, the following:

1. Online Web Portal
2. Incident Response Readiness
3. Security Awareness
4. Information Governance
5. Security Risk Ratings
6. Cyber Security Standards
7. Encryption
8. User Access Controls
9. Regulatory and Standards Compliance
10. Password Management

Services shall be provided by a panel of Chubb pre-approved vendors at preferred rates and must be rendered during the **Policy Period**.

Policyholder Reimbursements

In order to assist the **Insured** in reducing exposure to covered **Costs**, **Damages** and **Expenses** under the **Policy**, Chubb can authorize contributions to the cost of qualified services from a pre-approved vendor or a vendor that is reviewed and approved in writing by Chubb. Such contribution shall take the form of a matched reimbursement of the cost of a qualified service up to a maximum of $3000 per **Policy Period**. Reimbursements must be authorized by Chubb and will be made for only those services rendered 90 days prior to the **Policy** expiration or renewal date.

Please note the following:

1. Chubb does not endorse vendors or their respective services. Before you engage any of these vendors, we urge you to conduct your own due diligence to ensure the companies and their services meet your needs.

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Unless otherwise indicated or approved, payment for services provided by these companies is the responsibility of the **Insured**.

2. The web portal is currently powered by eRisk Hub®, a 3rd party web-based loss prevention portal managed by NetDiligence®. Do not share portal access instructions with anyone outside your organization. You are responsible for maintaining the confidentiality of the Chubb Access Code provided to you. An unlimited number of individuals from your organization may register and use the portal.

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Policyholder Notice
Cyber Services for Incident Response

This Policyholder Notice shall be construed as part of your **Policy** but no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your **Policy**. While no coverage is provided by this Policyholder Notice, bolded terms in this Policyholder Notice shall have the meaning set forth in 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 access to cyber services for incident response.

Cyber Incident Response Team

The **Cyber Incident Response Team** is a list of approved service providers available to provide the services set forth in the definition of **Cyber Incident Response Expenses** in your **Policy**. The list of approved service providers is available on the Chubb website. These providers have been carefully selected by Chubb and are reviewed on a periodic basis. The service providers have capabilities in various disciplines for a **Cyber Incident** response that include, but are not limited to, the following:

1. Computer Forensics
2. Public Relations
3. Notification and Identity Services
4. Call Center Services
5. Cyber Extortion and Ransom Services
6. Legal and Regulatory Communications
7. Business Interruption Services

In the event of a **Cyber Incident**, a copy of the **Cyber Incident Response Team** list can also be obtained from any **Cyber Incident Response Coach**. In the event of a **Cyber Incident**, contact the **Cyber Incident Response Coach** as indicated on the Declarations Page and referenced throughout the **Policy**.

Please note the following:

1. Should you experience a cyber related incident, you may choose to call the **Cyber Incident Response Team** Hotline listed in your **Policy** for immediate triage assistance. Please be aware that the hotline service is provided by a third-party law firm. If you engage this service, it is billable to you at the standard rate per hour outlined in the Chubb **Cyber Incident Response Team** Panel Guidelines. Calling the hotline does NOT satisfy the claim notification requirements of your **Policy**.

2. Chubb shall not be a party to any agreement entered into between any **Cyber Incident Response Team** service provider and the policyholder. It is understood that **Cyber Incident Response Team** service providers are independent contractors, and are not agents of Chubb. The policyholder agrees that Chubb assumes no liability arising out of any services rendered by a **Cyber Incident Response Team** service provider. Chubb shall not be entitled to any rights or subject to any obligations or liabilities set forth in any agreement entered into between any **Cyber Incident Response Team** service provider and the policyholder. Any rights and obligations with respect to such agreement, including billings, fees, and services rendered, are solely for the benefit of, and borne solely by such **Cyber Incident Response Team** service provider and the policyholder, and not Chubb.

3. Chubb has no obligation to provide any of the legal, computer forensics, public relations, notification and identity services, call center services, cyber extortion and ransom, legal and regulatory communications, and business interruption advice and services provided by the **Cyber Incident Response Team**.

4. The policyholder is under no obligation to contract for services with **Cyber Incident Response Team** service providers, except as may be amended by the **Policy**.

5. Solely with respect to the services provided by the **Cyber Incident Response Team**:

    a. Failure to comply with any one or more of the requirements of the **Cyber Incident Response Team** will preclude coverage under the applicable limit(s).

    b. Chubb may, at its sole discretion and only as evidenced by Chubb 's prior written approval, on or before the effective date of the **Policy**, permit the policyholder to retain alternative service providers to provide services comparable to the services and rates offered by the **Cyber Incident Response Team**.

    c. If, during the **Policy Period**, either (i) any of the **Cyber Incident Response Team** service providers is unable to or does not provide the services covered and as defined in the definition of **Cyber Incident Response Expenses** or (ii) there is a change of law or regulation that prevents service providers selected exclusively from the **Cyber Incident Response Team** from providing the legal, computer forensic, notification, call center, public relations, crisis communications, fraud consultation, credit monitoring, and identity restoration advice and services sought by the policyholder, Chubb may, at its sole discretion and only as evidenced by Chubb's prior written approval, permit the policyholder to retain alternative service providers to provide services comparable to the services offered by the **Cyber Incident Response Team**.

    d. The maximum rate Chubb will pay for **Cyber Incident Response Expenses** shall be no more than the rates outlined in the 'Chubb **Cyber Incident Response Team** Panel Guidelines' for such services.

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U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

This Policyholder Notice shall not be construed as part of your policy and 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.

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TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or similar laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

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CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY

A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

   "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

   1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
   2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any "loss" that is otherwise excluded under this **Policy**.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% for year 2015, 84% beginning on January 2016; 83% beginning on January 1 2017, 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year , the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2020. EFFECTIVE DECEMBER 31, 2020 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Terrorism Risk Insurance Act premium: $**0**.

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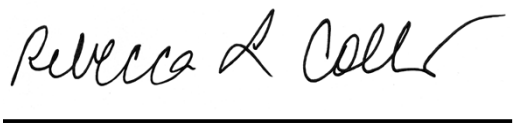
SIGNATURES

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

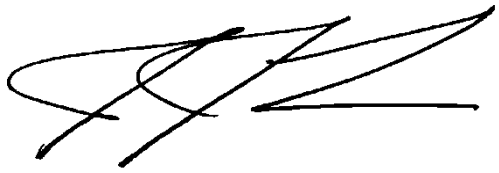
By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
BANKERS STANDARD INSURANCE COMPANY (A stock company)
ACE AMERICAN INSURANCE COMPANY (A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
INSURANCE COMPANY OF NORTH AMERICA (A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)
WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



REBECCA L. COLLINS, Secretary



JOHN J. LUPICA, President

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CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY

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**, the **Insureds** and the **Insurer** agree as follows:

I. INSURING AGREEMENTS

Coverage is afforded pursuant to those Insuring Agreements purchased, as shown in Item 4 of the Declarations.

FIRST PARTY INSURING AGREEMENTS

A. *CYBER INCIDENT RESPONSE FUND*

The **Insurer** will pay **Cyber Incident Response Expenses** incurred by an **Insured** in response to a **Cyber Incident** first discovered by any **Control Group Member** during the **Policy Period**.

B. *BUSINESS INTERRUPTION AND EXTRA EXPENSES*

The **Insurer** will pay:

1. the **Business Interruption Loss** and **Extra Expenses** incurred by an **Insured** during the **Period of Restoration** resulting directly from a **Cyber Incident** which first occurs during the **Policy Period**; and
2. the **Contingent Business Interruption Loss** and **Extra Expenses** incurred by an **Insured** during the **Period of Restoration** resulting directly from a **Cyber Incident** which first occurs during the **Policy Period**.

C. *DIGITAL DATA RECOVERY*

The **Insurer** will pay the **Digital Data Recovery Costs** incurred by an **Insured** resulting directly from a **Cyber Incident** first discovered by any **Control Group Member** during the **Policy Period**.

D. *NETWORK EXTORTION*

The **Insurer** will reimburse **Extortion Expenses** incurred by an **Insured** in response to a **Cyber Incident** first discovered by any **Control Group Member** during the **Policy Period**.

THIRD PARTY LIABILITY INSURING AGREEMENTS

E. *CYBER, PRIVACY AND NETWORK SECURITY LIABILITY*

The **Insurer** will pay **Damages** and **Claims Expenses** by reason of a **Claim** first made against an **Insured** during the **Policy Period** for a **Cyber Incident** which first occurs on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

F. *ELECTRONIC, SOCIAL AND PRINTED MEDIA LIABILITY*

The **Insurer** will pay **Damages** and **Claims Expenses** by reason of a **Claim** first made against an **Insured** during the **Policy Period** for a **Media Incident** which first occurs on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

II. DEFINITIONS

When used in this **Policy**:

Act of Cyber-Terrorism means: (i) any act, including force or violence, or the threat thereof, expressly directed against a **Computer System** operated by an **Insured**, by an individual or any group of individuals, whether acting alone, on behalf of, or in connection with any entity or government to damage, destroy, or access such **Computer System** without authorization; or, (ii) a targeted denial of service attack or transmittal of corrupting or harmful software code at or into the **Insured's Computer System** for social, ideological, religious, economic, or political reasons, including intimidating or coercing a government or a civilian population, or disrupting any segment of an economy.

Application means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Insurer** in connection with the **Insurer** underwriting this **Policy** or any policy of which this **Policy** is a direct renewal or replacement. All such applications, attachments, information, and materials are deemed attached to and incorporated into this **Policy**.

Bodily Injury means injury to the body, sickness, disease, or death. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease, or death of any person.

Business Interruption Loss means:

1. the **Insured's** continuing normal operating and payroll expenses; and
2. the difference between the amount of the **Insured's** net profit actually earned before income taxes and the amount of the **Insured's** net profit that would have been earned before income taxes had no **Interruption in Service** of the **Insured's Computer System** occurred.

Claim means any:

1. written demand against any **Insured** for monetary damages or non-monetary or injunctive relief;
2. civil proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading;
3. arbitration, mediation, or other alternative dispute resolution proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the receipt of a written demand, or service of a complaint or similar pleading;
4. criminal proceeding against any **Insured** commenced by: (a) an arrest, or (b) a return of an indictment, information, or similar document;
5. written request directed at any **Insured** to toll or waive a statute of limitations applicable to a **Claim** referenced in paragraphs 1-4 immediately above; or
6. **Regulatory Proceeding** against any **Insured**, including, where applicable, any appeal therefrom.

Claims Expenses means the reasonable and necessary:

1. attorneys' fees, mediation costs, arbitration expenses, expert witness fees, and other fees and costs incurred by the **Insurer**, or by an **Insured** with the **Insurer's** prior written consent, in the investigation and defense of a **Claim**; and
2. premiums for any appeal bond, attachment bond, or similar bond, although the **Insurer** shall have no obligation to apply for or furnish such bond.

Claims Expenses shall not include wages, salaries, or other compensation of directors, officers, similar executives, or employees of the **Insurer** or any **Insured**.

Computer System means computer hardware, software, **Telephone System**, firmware, and the data stored thereon, as well as associated input and output devices, data storage devices, mobile devices, networking equipment, and storage area network, or other electronic data backup facilities. The terms referenced herein include Industrial Control Systems.

Consumer Redress Fund means a sum of money which an **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding**. **Consumer Redress Fund** shall not include any amounts paid which constitute taxes, fines, penalties, injunctive relief, or sanctions.

Contingent Business Interruption Loss means:

1. the **Insured's** continuing normal operating and payroll expenses; and
2. the difference between the amount of the **Insured's** net profit actually earned before income taxes and the amount of the **Insured's** net profit that would have been earned before income taxes had no **Interruption in Service** of a **Shared Computer System** occurred.

Control Group Member means, as applicable, an **Organization's** Chief Executive Officer, Chief Financial Officer, Chief Information Officer, Chief Information Security Officer, Chief Privacy Officer, Chief Technology Officer, General Counsel, or Risk Manager, or the organizational or functional equivalent of such positions.

Costs means:

1. **Cyber Incident Response Expenses**;
2. **Business Interruption Loss**;
3. **Contingent Business Interruption Loss**;
4. **Extra Expenses**;
5. **Digital Data Recovery Costs**; or
6. **Extortion Expenses**.

Cyber Incident means:

1. with respect to Insuring Agreement A, Cyber Incident Response Fund,
   a. any actual or reasonably suspected **Network Security Failure**;
   b. any actual or reasonably suspected failure by an **Insured**, or any independent contractor for whom or for which an **Insured** is legally responsible, to properly handle, manage, store, destroy, protect, use, or otherwise control **Protected Information**;
   c. any unintentional violation by an **Insured** of any **Privacy or Cyber Law**, including the unintentional wrongful collection of **Protected Information** by an **Insured**;
   d. any reasonably suspected **Interruption in Service**, provided a Limit of Insurance is shown in the Declarations applicable to Insuring Agreement B, Business Interruption And Extra Expenses; or
   e. any reasonably suspected **Network Extortion Threat**, provided a Limit of Insurance is shown in the Declarations applicable to Insuring Agreement D, Network Extortion;
2. with respect to Insuring Agreement B, Business Interruption And Extra Expenses, an actual **Interruption in Service**;
3. with respect to Insuring Agreement C, Digital Data Recovery, an actual **Network Security Failure** resulting in **Digital Data Recovery Costs**;
4. with respect to Insuring Agreement D, Network Extortion, an actual **Network Extortion Threat**; or

5. with respect to Insuring Agreement E, Cyber, Privacy And Network Security Liability, any error, misstatement, misleading statement, act, omission, neglect, breach of duty, or other offense actually or allegedly committed or attempted by any **Insured** in their capacity as such, resulting in or based upon a **Cyber Incident** as referenced in paragraphs 1 – 4 immediately above.

Cyber Incident Response Coach means the law firm within the **Cyber Incident Response Team**, designated for consultative and pre-litigation legal services provided to an **Insured**.

Cyber Incident Response Expenses means those reasonable and necessary expenses paid or incurred by an **Insured** as a result of a **Cyber Incident**. Such expenses are as follows:

1. retaining the services of a law firm for consultative and pre-litigation legal services, whether or not provided by the **Cyber Incident Response Coach**;
2. retaining the services of third party forensic firms, including a Payment Card Industry (PCI) Forensic Investigator, to determine the cause and scope of a **Cyber Incident**, and if such **Cyber Incident** is actively in progress, to assist in containing it;
3. retaining the services of a public relations or crisis communications firm for the purpose of protecting or restoring the reputation of, or mitigating financial harm to, an **Insured**;
4. retaining the services of a law firm to determine the **Insured's** rights under the indemnification provisions of a written agreement between the **Insured** and any other person or entity with respect to a **Cyber Incident** otherwise covered under Insuring Agreements A - E of this **Policy**;
5. expenses required to comply with **Privacy or Cyber Laws**, including:
   a. retaining the services of a law firm to determine the applicability of and actions necessary to comply with **Privacy or Cyber Laws**;
   b. drafting notification letters, and to report and communicate as required with any regulatory, administrative, or supervisory authority;
   c. call center services, mailing services or costs, and other related services for notification as required by law; or
   d. providing credit monitoring, credit freezing, or credit thawing.

   For purposes of this paragraph 5, compliance with **Privacy or Cyber Laws** shall follow the law of the applicable jurisdiction that most favors coverage for such expenses;
6. with the **Insurer's** prior consent, expenses not required to comply with **Privacy or Cyber Laws**, for:
   a. notifying a natural person whose **Protected Information** has been wrongfully disclosed or otherwise compromised, including retaining a notification service or the services of a call center;
   b. providing credit monitoring, credit freezing, credit thawing, healthcare record monitoring (where available), social media monitoring, password management services, or fraud alert services for those natural persons who accept an offer made by or on behalf of the **Insured** for, and receive, such services;
   c. retaining the services of a licensed investigator or credit specialist to provide fraud consultation to the natural persons whose **Protected Information** has been wrongfully disclosed or otherwise compromised;
   d. retaining the services of third party identity restoration service for natural persons identified by a licensed investigator as victims of identity theft directly resulting from a **Cyber Incident** otherwise covered under Insuring Agreements A or E;
   e. paying any reasonable amount to an informant for information not otherwise available which leads to the arrest and conviction of a natural person or an entity responsible for a **Cyber Incident**; or

f. other services that are deemed reasonable and necessary by the **Insurer**, including those services to mitigate or reduce any **Costs** that may otherwise be covered under this **Policy**, such as the removal of malicious software.

Cyber Incident Response Expenses shall not include:

i. costs or expenses incurred to update or improve privacy or network security controls, policies or procedures, or compliance with **Privacy or Cyber Laws**, to a level beyond that which existed prior to the applicable **Cyber Incident**;

ii. taxes, fines, penalties, amounts for injunctive relief, or sanctions;

iii. the **Insured's** money or any money in the **Insured's** care, custody, or control; or

iv. wages, salaries, and other compensation of directors, officers, similar executives, or employees of an **Organization**, or internal operating costs, expenses, or fees of any **Organization**.

Cyber Incident Response Team means **Pre-Approved Response Providers** who provide services as defined in **Cyber Incident Response Expenses**.

Damages means compensatory damages, any award of prejudgment or post-judgment interest, **Payment Card Loss**, **Regulatory Fines**, **Consumer Redress Fund**, settlements, and amounts which an **Insured** becomes legally obligated to pay on account of any **Claim**. **Damages** shall not include:

1. any amount for which an **Insured** is not financially liable or legally obligated to pay;

2. taxes, fines, penalties, or sanctions imposed directly against an **Insured**, except for **Payment Card Loss** or **Regulatory Fines** otherwise covered under Insuring Agreement E;

3. matters uninsurable under the laws pursuant to which this **Policy** is construed;

4. punitive or exemplary damages, or the multiple portion of any multiplied damage award, except to the extent that such punitive or exemplary damages, or multiplied portion of any multiplied damage award, are insurable under the applicable laws of any jurisdiction which most favors coverage for such damages and which has a substantial relationship to the **Insured**, **Insurer**, this **Policy**, or the **Claim** giving rise to such damages;

5. the cost to an **Insured** to comply with any injunctive, remedial, preventative, or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;

6. consideration owed or paid by or to an **Insured**, including any royalties, restitution, reduction, disgorgement, or return of any payment, charges, or fees; or costs to correct or re-perform services, or for the reprint, recall, or removal of **Media Content**;

7. liquidated damages pursuant to a contract, to the extent such amount exceeds the amount which the **Insured** would have been liable in the absence of such contract; or

8. penalties against an **Insured** of any nature, however denominated, arising by contract, except for **Payment Card Loss** otherwise covered under Insuring Agreement E.

Digital Data means software or other information in electronic form which is stored on an **Insured's Computer System** or **Shared Computer System**. **Digital Data** shall include the capacity of an **Insured's Computer System** or **Shared Computer System** to store information, process information, and transmit information over the Internet. **Digital Data** shall not include or be considered tangible property.

Digital Data Recovery Costs means:

1. the reasonable and necessary costs incurred by an **Insured** to replace, restore, recreate, re-collect, or recover **Digital Data** from written records or from partially or fully matching electronic records due to their corruption, theft, or destruction, caused by a **Network Security Failure**, including disaster

recovery or computer forensic investigation efforts. However, in the event that it is determined that the **Digital Data** cannot be replaced, restored, recreated, re-collected, or recovered, **Digital Data Recovery Costs** shall be limited to the reasonable and necessary costs incurred to reach such determination; or

2. **Telephone Fraud Financial Loss**,

including reasonable and necessary expenses incurred to mitigate or reduce any costs or loss in paragraphs 1 and 2 immediately above.

Digital Data Recovery Costs shall not include:

a. costs or expenses incurred to update, replace, upgrade, recreate, or improve **Digital Data** or a **Computer System** to a level beyond that which existed prior to the applicable **Cyber Incident**;

b. costs or expenses incurred to identify or remediate software program errors or vulnerabilities;

c. costs incurred to research and develop **Digital Data**, including **Trade Secrets**;

d. the economic or market value of **Digital Data**, including **Trade Secrets**; or

e. any other consequential loss or damages.

Extended Reporting Period means the period of time shown in Item 7B of the Declarations, subject to Section V, Extended Reporting Period.

Extortion Expenses means reasonable and necessary expenses incurred by an **Insured** resulting directly from a **Network Extortion Threat**, including money, cryptocurrencies (including Bitcoin), or other consideration surrendered as payment by an **Insured** to a natural person or group believed to be responsible for a **Network Extortion Threat**. **Extortion Expenses** shall also include reasonable and necessary expenses incurred to mitigate or reduce any of the forgoing expenses.

Extra Expenses means the reasonable and necessary:

1. expenses incurred by an **Insured** to mitigate, reduce, or avoid an **Interruption in Service**, provided they are in excess of expenses that an **Insured** would have incurred had there been no **Interruption in Service**;

2. expenses incurred by an **Insured** to reduce the **Period of Restoration**; and

3. with the **Insurer's** prior consent, costs incurred by an **Insured** to retain the services of a third party forensic accounting firm to determine the amount of **Business Interruption Loss** or **Contingent Business Interruption Loss**.

Extra Expenses shall not include:

a. costs or expenses incurred to prevent a loss or correct any deficiencies or problems with an **Insured's Computer System** or **Shared Computer System** that may cause or contribute to a **Claim**;

b. costs or expenses incurred to update, replace, upgrade, or improve any **Computer System** to a level beyond that which existed prior to the applicable **Interruption in Service**; or

c. penalties of any nature, however denominated, arising by contract.

Incident means **Cyber Incident** or **Media Incident**.

Insured means:

1. the **Named Insured**;

2. any **Subsidiary** of the **Named Insured**, but only with respect to **Incidents** which occur while it is a **Subsidiary**;

3. any past, present, or future natural person principal, partner, officer, director, trustee, employee, leased employee, or temporary employee of an **Organization**, but only with respect to an **Incident** committed within the scope of such natural person's duties performed on behalf of such **Organization**;
4. any past, present, or future independent contractor of an **Organization** who is a natural person or single person entity, but only with respect to the commission of an **Incident** within the scope of such natural person's or single person entity's duties, performed on behalf of such **Organization**; or
5. any past, present, or future natural person intern or volunteer worker of an **Organization** and who is registered or recorded as an intern or volunteer worker with such **Organization**, but only with respect to an **Incident** committed within the scope of such natural person's duties performed on behalf of such **Organization**.

Insured's Computer System means a **Computer System** leased, owned, or operated by an **Insured** or operated solely for the benefit of an **Insured** by a third party under written contract with an **Insured**.

Insurer means the insurance company providing this insurance.

Interrelated Incidents means all **Incidents** that have as a common nexus any act, fact, circumstance, situation, event, transaction, cause, or series of related acts, facts, circumstances, situations, events, transactions, or causes.

Interruption in Service means a detectable interruption or degradation in service of:

1. with respect to Insuring Agreement B1, an **Insured's Computer System**; or
2. with respect to Insuring Agreement B2, a **Shared Computer System**,

caused by a **Malicious Computer Act**.

Malicious Computer Act means malicious or fraudulent:

1. unauthorized access to or use of a **Computer System**;
2. alteration, corruption, damage, manipulation, misappropriation, theft, deletion, or destruction of **Digital Data**;
3. creation, transmission, or introduction of a computer virus or harmful code into a **Computer System**; or
4. restriction or inhibition of access, including denial of service attacks, upon or directed against a **Computer System**.

Media Content means any data, text, sounds, images, graphics, music, photographs, or advertisements, and shall include video, streaming content, webcasts, podcasts, blogs, online forums, and chat rooms. **Media Content** shall not include computer software, software technology, or the actual goods, products, or services described, illustrated, or displayed in such **Media Content**.

Media Incident means any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually or allegedly committed or attempted by any **Insured**, or by any person or entity for whom an **Insured** is legally responsible, in the public display of:

1. **Media Content** on an **Insured's** website or printed material; or
2. **Media Content** posted by or on behalf of an **Insured** on any social media site or anywhere on the Internet,

which results in the following:

a. copyright infringement, passing-off, plagiarism, piracy, or misappropriation of property rights;

b. infringement or dilution of title, logo, slogan, domain name, metatag, trademark, trade name, service mark, or service name;

c. defamation, libel, slander, or any other form of defamation or harm to the character, reputation, or feelings of any person or entity, including product disparagement, trade libel, outrage, infliction of emotional distress, or *prima facie* tort;

d. invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness;

e. false arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy;

f. improper deep linking or framing; or

g. unfair competition or unfair trade practices, including misrepresentations in advertising, solely when alleged in conjunction with the alleged conduct referenced in items a–f immediately above.

Named Insured means the entity shown in Item 1 of the Declarations.

Network Extortion Threat means any credible threat or series of related threats directed at an **Insured** to:

1. release, divulge, disseminate, destroy, or use **Protected Information**, or confidential corporate information of an **Insured**, as a result of the unauthorized access to or unauthorized use of an **Insured's Computer System** or **Shared Computer System**;

2. cause a **Network Security Failure**;

3. alter, corrupt, damage, manipulate, misappropriate, encrypt, delete, or destroy **Digital Data**; or

4. restrict or inhibit access to an **Insured's Computer System** or **Shared Computer System**,

where a demand is made for the **Insured** to make a payment or a series of payments, or otherwise meet a demand, in exchange for the mitigation or removal of such threat or series of related threats.

Furthermore, **Network Extortion Threat** includes a threat or series of related threats connected to any of the acts above that have already commenced.

Network Security means those activities performed by an **Insured**, or by others on behalf of an **Insured**, to protect an **Insured's Computer System** or **Shared Computer System**.

Network Security Failure means a failure in **Network Security**, including the failure to prevent a **Malicious Computer Act**.

Non-Panel Response Provider means any firm providing the services shown in the definition of **Cyber Incident Response Expenses** to an **Insured** that is not a **Pre-Approved Response Provider**.

Organization means the **Named Insured** and any **Subsidiary**.

Payment Card means an authorized account, or evidence of an account, for a credit card, debit card, charge card, fleet card, or stored value card between the **Payment Card Brand** and its customer.

Payment Card Brand means any payment provider whose payment method is accepted for processing, including Visa Inc. International, MasterCard Worldwide, Discover Financial Services, American Express Company, and JCB International.

Payment Card Industry Data Security Standards means the rules, regulations, standards, or guidelines adopted or required by the **Payment Card Brand** or the Payment Card Industry Data Security Standards Council relating to data security and the safeguarding, disclosure, and handling of **Protected Information**.

Payment Card Loss means monetary assessments, fines, penalties, chargebacks, reimbursements, and fraud recoveries, including card reissuance costs, which an **Insured** becomes legally obligated to pay as a result of an **Insured's** actual or alleged failure:

1. of **Network Security**; or
2. to properly protect, handle, manage, store, destroy, or otherwise control **Payment Card** data, including **Protected Information**, where such amount is determined pursuant to a payment card processing agreement between an **Organization** and a **Payment Card Brand**, or a merchant agreement between an **Organization** and a payment services provider, including for mobile payment services, or demanded in writing from an issuing or acquiring bank that processes **Payment Card** transactions, due to an **Insured's** actual or alleged non-compliance with applicable **Payment Card Industry Data Security Standards**, EMV specifications, or mobile payment security requirements. **Payment Card Loss** shall not include:
    a. subsequent fines or assessments for non-compliance with the **Payment Card Industry Data Security Standards**, EMV Specifications, or a mobile payment services merchant agreement unrelated to a specific **Claim**; or
    b. costs or expenses incurred to update or improve privacy or network security controls, policies, or procedures to a level beyond that which existed prior to the applicable **Cyber Incident** or to be compliant with applicable **Payment Card Industry Data Security Standards**, EMV Specifications, or a mobile payment services merchant agreement.

Period of Restoration means the continuous period of time that:

1. begins with the earliest date of an **Interruption in Service**; and
2. ends on the date when an **Insured's Computer System** or **Shared Computer System** is or could have been repaired or restored with reasonable speed to the same functionality and level of service that existed prior to the **Interruption in Service**. In no event shall the **Period of Restoration** exceed sixty (60) days.

Policy means, collectively, the Declarations, **Application**, this policy form, and any endorsements attached hereto.

Policy Period means the period of time shown in Item 2 of the Declarations, unless changed pursuant to Section XV, Termination of this Policy.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, asbestos, asbestos products, or waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

Pre-Approved Response Provider means any firm listed on the **Insurer's** pre-approved response provider list available on request from the **Insurer** or on the pre-approved response provider list specified on the website shown in Item 9A of the Declarations.

Privacy or Cyber Laws means any local, state, federal, and foreign identity theft and privacy protection laws, legislation, statutes, or regulations that require commercial entities that collect **Protected Information** to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that **Protected Information** has potentially been compromised.

Property Damage means physical injury to or destruction of tangible property, including the resulting loss of use thereof.

Protected Information means the following, in any format:

1. a natural person's name, e-mail address, social security number, medical or healthcare data, other protected health information, driver's license number, state identification number, credit card number, debit card number, address, telephone number, account number, account histories, personally identifiable photos, personally identifiable videos, Internet browsing history, biometric

records, passwords, or other non-public personal information as defined in any **Privacy or Cyber Laws**; or

2. any other third party confidential or proprietary information:
   a. that is not available to or known by the general public; or
   b. which an **Organization** is legally responsible to maintain in confidence.

Regulatory Fines means any civil monetary fine or penalty imposed by a federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity as a result of a **Regulatory Proceeding**. **Regulatory Fines** shall not include any civil monetary fines or penalties that are not insurable by law, criminal fines, disgorgement, or the multiple portion of any multiplied damage award.

Regulatory Proceeding means a suit, civil investigation, or civil proceeding by or on behalf of a government agency, government licensing entity, or regulatory authority, commenced by the service of a complaint, notice, or similar pleading based on an alleged or potential violation of **Privacy or Cyber Laws** as a result of a **Cyber Incident**, and which may reasonably be expected to give rise to a **Claim** under Insuring Agreement E.

Retroactive Date means the applicable date shown in Item 5 of the Declarations. If Item 5 of the Declarations is left blank or contains the phrase "Full Prior Acts", "N/A", "Not Applicable", or "None", then **Retroactive Date** means the beginning of time.

Shared Computer System means a **Computer System**, other than an **Insured's Computer System**, operated for the benefit of an **Insured** by a third party under written contract with an **Insured**, including data hosting, cloud services or computing, co-location, data back-up, data storage, data processing, platforms, software, and infrastructure-as-a-service.

Subsidiary means:

1. any entity while more than fifty percent (50%) of the outstanding securities representing the present right to vote for election of or to appoint directors, trustees, managers, members of the Board of Managers, or equivalent positions of such entity, are owned or controlled by the **Named Insured**, directly or through one or more **Subsidiaries**;
2. any entity formed as a partnership while more than fifty percent (50%) of the ownership interests representing the present right to vote for election of or to appoint the management or executive committee members or equivalent positions of such entity, are owned or controlled by the **Named Insured**, directly or through one or more **Subsidiaries**; or
3. any entity while:
   a. exactly fifty percent (50%) of the voting rights representing the present right to vote for election of or to appoint directors, trustees, managers, members of the Board of Managers, or equivalent positions of such entity, are owned or controlled by the **Named Insured**, directly or through one or more **Subsidiaries**; and
   b. the **Named Insured**, pursuant to a written contract with the owners of the remaining and outstanding voting stock of such entity, solely controls the management and operation of such entity.

Telephone Fraud Financial Loss means toll and line charges which an **Insured** incurs, solely as a result of the fraudulent infiltration and manipulation of the **Insured's Telephone System** from a remote location to gain access to outbound long distance telephone service.

Telephone System means PBX, CBX, Merlin, VoIP, remote access (including DISA), and all related peripheral equipment or similar systems owned or leased by an **Insured** for purposes of voice-based telecommunications.

Trade Secret means information, including a formula, pattern, compilation, program, device, method, technique, or process, that derives actual or potential economic value from not being generally known to or readily ascertainable by other persons who can obtain value from its disclosure or use, so long as reasonable efforts have been made to maintain its secrecy.

Waiting Period means the number of hours shown in Item 4 of the Declarations.

III. EXCLUSIONS

A. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS

The **Insurer** shall not be liable for **Costs**, **Damages**, or **Claims Expenses** on account of any **Incident** or any **Claim**:

1. Conduct

alleging, based upon, arising out of, or attributable to:

a. any fraudulent, criminal, malicious, or intentional act, error or omission, or any intentional or knowing violation of the law by an **Insured**; or

b. the gaining in fact of any profit, remuneration, or financial advantage to which any **Insured** was not legally entitled.

However, this exclusion shall not apply to **Claims Expenses** or the **Insurer's** duty to defend any such **Claim**, until there is a final, non-appealable adjudication against, binding arbitration against, adverse admission by, finding of fact against, or plea of *nolo contendere* or no contest by, the **Insured** as to such conduct or violation, at which time the **Insured** shall reimburse the **Insurer** for any **Claims Expenses** paid by the **Insurer**. Provided that:

i. no conduct pertaining to any natural person **Insured** shall be imputed to any other natural person **Insured**; and

ii. any conduct pertaining to any past, present, or future **Control Group Member**, other than a Rogue Actor, shall be imputed to an **Organization**. For purposes of this exclusion, "Rogue Actor" means a **Control Group Member** acting outside his or her capacity as such.

2. Prior Knowledge

alleging, based upon, arising out of, or attributable to any **Incident** that first occurred, arose, or took place prior to the earlier of the effective date of this **Policy**, or the effective date of any policy or coverage part issued by the **Insurer** of which this **Policy** is a continuous renewal or a replacement, and any **Control Group Member** knew of such **Incident**; and, with respect to Insuring Agreements E and F, any **Control Group Member** reasonably could have foreseen that such **Incident** did or could lead to a **Claim**.

3. Pending or Prior Proceedings

alleging, based upon, arising out of, or attributable to:

a. any pending or prior litigation, **Claim**, written demand, arbitration, administrative or regulatory proceeding, or administrative or regulatory investigation filed or commenced against an **Insured** on or before the applicable Pending or Prior Proceedings Date shown in Item 6 of the Declarations, or alleging or derived from the same or substantially the same fact, circumstance, or situation underlying or alleged therein; or

b. any other **Incident** whenever occurring which, together with an **Incident** underlying or alleged in any pending or prior litigation, **Claim**, written demand, arbitration, administrative or regulatory proceeding, or administrative or regulatory investigation as set forth pursuant to paragraph a. immediately above, would constitute **Interrelated Incidents**.

4. Prior Notice

alleging, based upon, arising out of, or attributable to:

a. any **Incident**, fact, circumstance, or situation which has been the subject of any written notice given and accepted under any other policy or coverage part of which this **Policy** is a direct or indirect renewal or replacement; or

b. any other **Incident** whenever occurring which, together with an **Incident** which has been the subject of such notice pursuant to paragraph a. immediately above, would constitute **Interrelated Incidents**.

5. Bodily Injury

for any **Bodily Injury**. However, solely with respect to Insuring Agreements E and F, this exclusion shall not apply to mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock resulting from an **Incident**.

6. Property Damage

alleging, based upon, arising out of, or attributable to **Property Damage**.

7. Pollution

alleging, based upon, arising out of, or attributable to the actual, alleged, or threatened discharge, release, escape, seepage, migration, or disposal of **Pollutants**, or any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **Pollutants**, or any voluntary decision to do so.

8. Infrastructure Outage

alleging, based upon, arising out of, or attributable to any electrical or mechanical failure or interruption, electrical disturbance, surge, spike, brownout, blackout, or outages to electricity, gas, water, Internet access service provided by the Internet service provider that hosts an **Insured's** website, telecommunications, or other infrastructure. However, this exclusion shall not apply to failures, interruptions, disturbances, or outages of telephone, cable or telecommunications systems, networks, or infrastructure:

a. under an **Insured's** operational control which are a result of a **Network Security Failure**;

b. solely with respect to Insuring Agreement B, which are the result of a **Cyber Incident** impacting a **Shared Computer System**; or

c. solely with respect to Insuring Agreement E, which are the result of a **Cyber Incident**.

9. War

alleging, based upon, arising out of, or attributable to war, invasion, acts of foreign enemies, terrorism, hijacking, hostilities, or warlike operations (whether war is declared or not), military or usurped power, civil commotion assuming the proportions of or amounting to an uprising, strike, lock-out, riot, civil war, rebellion, revolution, or insurrection. However, this exclusion shall not apply to an **Act of Cyber-Terrorism** that results in a **Cyber Incident**.

10. Nuclear

alleging, based upon, arising out of, or attributable to the planning, construction, maintenance, operation, or use of any nuclear reactor, nuclear waste, storage or disposal site, or any other nuclear facility, the transportation of nuclear material, or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.

11. Contract

for breach of any express, implied, actual, or constructive contract, warranty, guarantee, or promise, or for any actual or alleged liability assumed by an **Insured** under contract; unless such liability

would have attached to the **Insured** even in the absence of such contract, warranty, guarantee, or promise. However, this exclusion shall not apply to:

a. the actual or alleged disclosure or theft of **Protected Information** resulting from a **Network Security Failure**;

b. an unintentional violation by an **Insured** to comply with an **Organization's** Privacy Policy;

c. solely with respect to Insuring Agreement E, **Payment Card Loss**; or

d. solely with respect to Insuring Agreement F, misappropriation of idea under implied contract.

12. Fees or Chargebacks

alleging, based upon, arising out of, or attributable to:

a. any fees, expenses, or costs paid to or charged by an **Insured**; or

b. chargebacks, chargeback fees, interchange fees or rates, transfer fees, transaction fees, discount fees, merchant service fees, or prospective service fees.

However, solely with respect to Insuring Agreement E, this exclusion shall not apply to **Payment Card Loss**.

13. Intellectual Property

alleging, based upon, arising out of, or attributable to any infringement of, violation of, misappropriation of, or assertion of any right to or interest in a patent or **Trade Secret** by or on behalf of any **Insured**. However, this exclusion shall not apply to:

a. solely with respect to Insuring Agreements A-D, the actual or alleged theft of a third party's **Trade Secret** resulting from a **Cyber Incident**; provided, however, this exclusion shall still nevertheless apply to any **Costs**, **Damages**, or **Claims Expenses** on account of any **Cyber Incident** or **Claim** for the economic or market value of **Trade Secrets**;

b. solely with respect to Insuring Agreement E, any **Claim** alleging, based upon, arising out of, or attributable to the actual or alleged disclosure or theft of **Protected Information** resulting from a **Network Security Failure**; or

c. solely with respect to Insuring Agreement F, any **Claim** alleging, based upon, arising out of, or attributable to any infringement of, violation of, misappropriation of, or assertion of any right to or interest in, any copyright, service mark, trade name, or trademark.

14. Antitrust or Unfair Trade Practices

alleging, based upon, arising out of, or attributable to any price fixing, restraint of trade, monopolization, interference with economic relations (including interference with contractual relations or with prospective advantage), unfair competition, unfair business practices, or unfair trade practices, or any violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, or any other federal statutory provision involving anti-trust, monopoly, price fixing, price discrimination, predatory pricing, restraint of trade, unfair competition, unfair business practices, or unfair trade practices, and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state, or common law anywhere in the world. However, this exclusion shall not apply to:

a. solely with respect to Insuring Agreement E, a **Claim** resulting directly from a violation of **Privacy or Cyber Laws**; or

b. solely with respect to Insuring Agreement F, a **Claim** for a **Media Incident** as defined in paragraph g. of such definition.

15. Consumer Protection Laws

alleging, based upon, arising out of, or attributable to any violation by an **Insured** of the Truth in Lending Act, the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, or the Fair and Accurate Credit Transactions Act, and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state, or common law anywhere in the world. However, solely with respect to Insuring Agreements A and E, this exclusion shall not apply to a **Claim** arising out of the actual or alleged disclosure or theft of **Protected Information** resulting from a **Network Security Failure**.

16. Securities Law Violation

alleging, based upon, arising out of, or attributable to an **Insured's** violation of the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisors Act, or any other federal, state, or local securities law, and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state, or common law anywhere in the world.

17. Discrimination or Employment Practices

alleging, based upon, arising out of, or attributable to any illegal discrimination of any kind, or any employment relationship, or the nature, terms or conditions of employment, including claims for workplace torts, wrongful termination, dismissal or discharge, or any discrimination, harassment, breach of employment contract, or defamation. However, solely with respect to Insuring Agreement E, this exclusion shall not apply to that part of any **Claim** alleging employee-related invasion of privacy or employee–related wrongful infliction of emotional distress in the event such **Claim** arises out of the actual or alleged disclosure or theft of **Protected Information** resulting from a **Cyber Incident**.

18. Unsolicited Communications

alleging, based upon, arising out of, or attributable to any unsolicited electronic dissemination of faxes, e-mails, or other communications by or on behalf of an **Insured**, including actions brought under the Telephone Consumer Protection Act, any federal or state anti-spam statutes, or any other federal or state statute, law, rule, regulation, or common law anywhere in the world relating to a person's or entity's right of seclusion. However, solely with respect to Insuring Agreement E, this exclusion shall not apply to a **Claim** resulting from a **Cyber Incident** as defined under subparagraphs 1(a) or 1(c) of such definition.

19. Intentional Unlawful Collection or Use of Protected Information

alleging, based upon, arising out of, or attributable to:

a. the intentional unlawful collection or intentional unlawful use of **Protected Information**; or

b. the failure to provide adequate notice that **Protected Information** is being collected or used, by an **Insured**, with knowledge of any **Control Group Member** at the time of the **Incident**.

B. EXCLUSIONS APPLICABLE TO SPECIFIC INSURING AGREEMENTS

In addition to the Exclusions in Section IIIA above, the **Insurer** shall not be liable for **Costs**, **Damages**, or **Claims Expenses** on account of any **Incident** or any **Claim**:

1. Force Majeure

solely with respect to Insuring Agreements B and C, alleging, based upon, arising out of, or attributable to fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God (which does not include acts by actors purporting to be God), nature, or any other physical event, however caused and whether contributed to, made worse by, or in any way results from any such events. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently with or in any sequence to the **Costs**, **Damages**, or **Claims Expenses** on account of any **Incident** or any **Claim**.

2. Governmental Authority

   solely with respect to Insuring Agreements B, C, and D, alleging, based upon, arising out of, or attributable to any public or governmental authority, foreign enemy, military, or usurped power seizing or confiscating an **Insured's Computer System**, a **Shared Computer System**, or an **Insured's Digital Data**.

3. Insured v. Insured

   solely with respect to Insuring Agreements E and F, brought or maintained by, on behalf of, or in the right of any **Insured**. Provided, however, solely with respect to Insuring Agreement E, this exclusion shall not apply to that part of any **Claim** alleging employee-related invasion of privacy or employee–related wrongful infliction of emotional distress in the event such **Claim** arises out of the actual or alleged disclosure or theft of **Protected Information** resulting from a **Cyber Incident**.

4. Regulatory or Licensing Entities

   solely with respect to Insuring Agreement F, alleging, based upon, arising out of, or attributable to any action brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other federal, state, or local government agency, or ASCAP, SESAC, BMI, or other licensing or rights entities in such entity's regulatory, quasi-regulatory, or official capacity, function, or duty.

5. False Advertising or Misrepresentation

   solely with respect to Insuring Agreement F, alleging, based upon, arising out of, or attributable to false or deceptive advertising or promotion, any unfair or deceptive trade practices with respect to the advertising or sale of any goods, products, or services, any inaccurate, inadequate, or incomplete description of the price of goods, products, or services, disclosure of fees, representations with respect to authenticity of any product, or the failure of any goods, products, or services to conform with advertised quality or performance.

6. Contest or Game of Chance

   solely with respect to Insuring Agreement F, alleging, based upon, arising out of, or attributable to any gambling, contest, game of chance or skill, lottery, or promotional game, including tickets or coupons or over-redemption related thereto.

IV. SPOUSES, COMMON LAW PARTNERS, ESTATES AND LEGAL REPRESENTATIVES

Coverage under this **Policy** shall extend to any **Claim** for any **Incident** made against:

A. the lawful spouse or domestic partner of a natural person **Insured** solely by reason of such spouse's or domestic partner's status as a spouse or domestic partner, or such spouse's or domestic partner's ownership interest in property which the claimant seeks as recovery in such **Claim**; or

B. the estate, heirs, legal representatives, or assigns of a natural person **Insured** if such natural person **Insured** is deceased, or the legal representatives or assigns of a natural person **Insured** if such natural person **Insured** is legally incompetent, insolvent, or bankrupt,

   provided that:

   1. no coverage is provided for any act, error or omission of an estate, heir, legal representative, assign, spouse, or domestic partner; and

   2. all of the terms and conditions of this **Policy** including, without limitation, all applicable Retentions shown in Item 4 of the Declarations apply to such **Claim**.

V. EXTENDED REPORTING PERIOD

A. Solely with respect to Insuring Agreements A, E, and F, if the **Insurer** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), or if the **Named Insured** terminates or does

not renew this **Policy** and does not obtain replacement coverage as of the effective date of such termination or nonrenewal, the **Named Insured** shall have the right, upon payment of the additional premium shown in Item 7A of the Declarations and subject to the terms specified in Subsections B-E directly below, to a continuation of the coverage granted by this **Policy** for an **Extended Reporting Period** shown in Item 7B of the Declarations following the effective date of such termination or non-renewal.

B. Coverage for the **Extended Reporting Period** shall be only for **Claims** first made or **Incidents** first discovered during such **Extended Reporting Period** and arising from **Incidents** taking place prior to the effective date of such termination or non-renewal. This right to continue coverage shall lapse unless written notice of such election is given by the **Named Insured** to the **Insurer**, and the **Insurer** receives payment of the additional premium shown in Item 7A of the Declarations, within thirty (30) days following the effective date of termination or non-renewal.

C. The **Extended Reporting Period** is non-cancelable and the entire premium for the **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.

D. The **Extended Reporting Period** shall not increase or reinstate any Limits of Insurance. The Limits of Insurance as shown in Item 3 and Item 4 of the Declarations shall apply to both the **Policy Period** and the **Extended Reporting Period**, combined.

E. A change in **Policy** terms, conditions, exclusions, or premiums shall not be considered a non-renewal for purposes of triggering the rights to the **Extended Reporting Period**.

VI. LIMITS OF INSURANCE

Regardless of the number of Insuring Agreements purchased under this **Policy**, or the number of **Incidents**, **Insureds** against whom **Claims** are brought, **Claims** made, or persons or entities making **Claims**:

A. MAXIMUM POLICY AGGREGATE LIMIT OF INSURANCE

The **Insurer's** maximum limit of insurance for all **Incidents** or **Claims** under all Insuring Agreements shall be the Maximum Policy Aggregate Limit of Insurance shown in Item 3B of the Declarations.

B. AGGREGATE LIMIT FOR ALL INCIDENTS OR CLAIMS UNDER ANY ONE INSURING AGREEMENT

The **Insurer's** maximum limit of insurance for all **Incidents** or **Claims** under any one Insuring Agreement shall be the applicable Aggregate Limit for all **Incidents** or **Claims** shown in Item 4 of the Declarations, which shall be part of, and not in addition to, the Maximum Policy Aggregate Limit of Insurance shown in Item 3B of the Declarations.

C. MAXIMUM LIMIT OF INSURANCE FOR EACH INCIDENT OR CLAIM UNDER ANY ONE INSURING AGREEMENT

The **Insurer's** maximum limit of insurance for each **Incident** or **Claim** under any one Insuring Agreement shall be the applicable Each **Incident** or **Claim** Limit shown in Item 4 of the Declarations, which shall be part of, and not in addition to, both the applicable Aggregate Limit for all **Incidents** or **Claims** shown in Item 4 of the Declarations, and the Maximum Policy Aggregate Limit of Insurance shown in Item 3B of the Declarations.

D. MAXIMUM LIMIT OF INSURANCE FOR ALL INTERRELATED INCIDENTS AND CLAIMS

All **Claims** arising out of the same **Incident** and all **Interrelated Incidents** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**.

All **Interrelated Incidents** shall be deemed to be one **Incident**, and such **Incident** shall be deemed to be first discovered or have first occurred, as applicable, on the date the earliest of such **Incidents** is first discovered or first occurs, regardless of whether such date is before or during the **Policy Period**.

The **Insurer's** maximum limit of insurance for all **Interrelated Incidents** and **Claims** arising out of such **Interrelated Incidents** shall be the Maximum Single Limit of Insurance shown in Item 3A of the Declarations, regardless of whether **Costs**, **Damages**, or **Claims Expenses** from a single **Incident** or **Claim** are covered under more than one Insuring Agreement. Notwithstanding anything in this paragraph to the contrary, in no event shall the **Insurer** pay more than the applicable:

1. Maximum Policy Aggregate Limit of Insurance shown in Item 3B of the Declarations,
2. Aggregate Limit for all **Incidents** or **Claims** under any one Insuring Agreement shown in Item 4 of the Declarations, and
3. Each **Incident** or **Claim** Limit under any one Insuring Agreement shown in Item 4 of the Declarations.

E. **Costs**, **Damages**, and **Claims Expenses** shall be part of and not in addition to the applicable Limit of Insurance shown in the Declarations, and shall reduce such applicable Limit of Insurance. If the applicable Limit of Insurance is exhausted by payment of **Costs**, **Damages**, and **Claims Expenses**, the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished.

F. Any sub-limits shown in the Declarations or added by endorsement to this **Policy** shall be part of and not in addition to the applicable Limit of Insurance shown in the Declarations, and shall reduce such applicable Limit of Insurance.

VII. RETENTION

A. The liability of the **Insurer** shall apply only to that part of **Costs**, **Damages**, and **Claims Expenses** which is in excess of the applicable Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Named Insured** and at the risk of all **Insureds**.

B. With respect to Insuring Agreement B, the liability of the **Insurer** shall apply only to:

1. the actual **Business Interruption Loss** and **Contingent Business Interruption Loss** incurred by an **Insured** once the applicable **Waiting Period** shown in Item 4B of the Declarations has expired, provided that such amount is in excess of the applicable Retention amount shown in Item 4B of the Declarations; and
2. **Extra Expenses** incurred by an **Insured** as of the start of the **Interruption in Service**, provided that such amount is in excess of the applicable Retention amount shown in Item 4B of the Declarations.

The **Waiting Period** and Retention amounts shall be computed as of the start of the **Interruption in Service**.

Any **Business Interruption Loss**, **Contingent Business Interruption Loss**, or **Extra Expenses** incurred by an **Insured** during the **Waiting Period** shall reduce and may exhaust any applicable Retention.

C. A single Retention amount shall apply to **Costs**, **Damages**, and **Claims Expenses** arising from all **Interrelated Incidents** or **Claims** alleging **Interrelated Incidents**.

D. If a single **Incident** or **Claim**, or **Interrelated Incidents**, are subject to different Retentions, the applicable Retention shall be applied separately to each part of the **Costs**, **Damages**, and **Claims Expenses**, but the sum of such Retentions shall not exceed the largest applicable Retention.

VIII. NOTICE

A. Urgent crisis management assistance by the **Cyber Incident Response Coach** is available at the hotline number shown in the Declarations. Use of the services of the **Cyber Incident Response Coach** for a consultation DOES NOT constitute notice under this **Policy** of a **Cyber Incident** or **Claim**. In

order to provide notice under this **Policy**, such notice must be given in accordance with and is subject to Subsections B-D of this Section VIII.

B. An **Insured** shall, as a condition precedent to such **Insured's** rights under this **Policy**, give to the **Insurer** written notice of any **Incident** or **Claim** as soon as practicable after any **Control Group Member** discovers such **Incident** or becomes aware of such **Claim**, but in no event later than:

1. if this **Policy** expires (or is otherwise terminated) without being renewed with the **Insurer**, ninety (90) days after the effective date of such expiration or termination; or
2. the expiration of the **Extended Reporting Period**, if applicable,

provided that if the **Insurer** sends written notice to the **Named Insured**, stating that this **Policy** is being terminated for nonpayment of premium, an **Insured** shall give to the **Insurer** written notice of such **Claim** prior to the effective date of such termination.

If the **Insured** is unable to provide notification required under this **Policy** due a prohibition by any law enforcement or governmental authority, the **Insured** will use its best efforts to provide the **Insurer** with information to make the **Insurer** aware of a potential or actual **Incident** or **Claim** until written notice can actually be provided.

Notwithstanding the foregoing, there shall be no coverage for any such **Incident** or **Claim** if the information withheld relating to such **Incident** or **Claim** was:

a. both (i) known to the **Insured** prior to the **Policy** Inception Date shown in Item 2 of the Declarations, and (ii) not disclosed in the **Application**; or
b. not disclosed in writing to the **Insurer** within a reasonable time period after the prohibition on disclosing the information was revoked or no longer necessary.

C. If, during the **Policy Period**, any **Control Group Member** first becomes aware of any **Incident**, or any fact, circumstance, situation, or **Incident** which may reasonably give rise to a future **Claim** under this **Policy** ("**Potential Claim**"), and written notice is given to the **Insurer** during the **Policy Period**, of the:

1. nature of the **Incident** or **Potential Claim**;
2. identity of the **Insureds** allegedly involved;
3. circumstances by which the **Insureds** first became aware of the **Incident** or **Potential Claim**;
4. identity of the actual or potential claimants;
5. foreseeable consequences of the **Incident** or **Potential Claim**; and
6. nature of the potential **Damages**;

then any **Claim** which arises out of such **Incident** or **Potential Claim** shall be deemed to have been first made at the time such written notice was received by the **Insurer**. The **Insurer** will not pay for **Damages** or **Claims Expenses** incurred prior to the time such **Incident** or **Potential Claim** results in a **Claim**.

D. All notices under any provision of this **Policy** shall be given as follows:

1. Notice to the **Insureds** may be given to the **Named Insured** at the address shown in Item 1 of the Declarations.
2. Notice to the **Insurer** of any **Incident**, **Claim**, or **Potential Claim** shall be given to the **Insurer** at the physical address or email address shown in Item 9A of the Declarations.

3. All other notices to the **Insurer** under this **Policy** shall be given to the **Insurer** at the physical address shown in Item 9B of the Declarations.

Notice given as set out above shall be deemed to be received and effective upon actual receipt thereof by the addressee, or one day following the date such notice is sent, whichever is earlier. When any such notices are sent to a physical address, such notices shall be sent by prepaid express courier or certified mail properly addressed to the appropriate party.

IX. DEFENSE AND SETTLEMENT

A. Except as provided in Subsection B of this Section IX, the **Insurer** shall have the right and duty to defend any **Claim** brought against an **Insured** even if such **Claim** is groundless, false, or fraudulent.

The **Insurer** shall consult and endeavor to reach an agreement with the **Insured** regarding the appointment of counsel, but shall retain the right to appoint counsel and to make such investigation and defense of a **Claim** as it deems necessary.

B. The **Insurer** shall have the right, but not the duty, to defend any **Regulatory Proceeding**. For such **Claims**, the **Insured** shall select defense counsel from the **Insurer's** list of approved law firms, and the **Insurer** reserves the right to associate in the defense of such **Claims**.

C. No **Insured** shall settle any **Claim**, incur any **Claims Expenses**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the **Insurer's** written consent, which shall not be unreasonably withheld.

D. The **Insurer** shall not settle any **Claim** without the written consent of the **Named Insured**. If the **Named Insured** refuses to consent to a settlement recommended by the **Insurer** and acceptable to the claimant, then the **Insurer's** applicable Limit of Insurance under this **Policy** with respect to such **Claim** shall be reduced to:

1. the amount of **Damages** for which the **Claim** could have been settled plus all **Claims Expenses** incurred up to the time the **Insurer** made its recommendation to the **Named Insured**; plus

2. eighty percent (80%) of all subsequent covered **Damages** and **Claims Expenses** in excess of such amount referenced in paragraph (1) immediately above, which amount shall not exceed that portion of any applicable Limit of Insurance that remains unexhausted by payment of **Costs**, **Damages**, and **Claims Expenses**. The remaining twenty percent (20%) of all subsequent covered **Damages** and **Claims Expenses** shall be borne by the **Insureds** uninsured and at their own risk.

However, this Subsection D does not apply to any potential settlement that is within the Retention.

E. The **Insurer** shall not be obligated to investigate, defend, pay, or settle, or continue to investigate, defend, pay, or settle any **Claim** after any applicable Limit of Insurance has been exhausted by payment of **Costs**, **Damages**, or **Claims Expenses**, or by any combination thereof, or after the **Insurer** has deposited the remainder of any unexhausted applicable Limit of Insurance into a court of competent jurisdiction. In either such case, the **Insurer** shall have the right to withdraw from the further investigation, defense, payment, or settlement of such **Claim** by tendering control of such **Claim** to the **Insured**.

F. The **Insureds** shall cooperate with the **Insurer** and provide to the **Insurer** all information and assistance which the **Insurer** reasonably requests, including attending hearings, depositions, and trials, and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and conducting the defense of any **Claim** covered by this **Policy**. The **Insured** shall do nothing that may prejudice the **Insurer's** position. The **Insureds** shall forward to the **Insurer** as soon as practicable, at the address shown in Item 9A of the Declarations, every demand, notice, summons, or other process or pleading received by an **Insured** or its representatives.

G. With the exception of paragraph 6 of the **Cyber Incident Response Expenses** definition, an **Insured** has the right to incur **Cyber Incident Response Expenses** without the **Insurer's** prior consent.

However, the **Insurer** shall, at its sole discretion and in good faith, pay only for such expenses that the **Insurer** deems to be reasonable and necessary.

X. PROOF OF LOSS FOR FIRST PARTY INSURING AGREEMENTS

A. Requests for payment or reimbursement of **Costs** incurred by an **Insured** shall be accompanied by a proof of loss with full particulars as to the computation of such **Costs**. Such proof of loss will include in detail how the **Costs** were calculated, and what assumptions have been made, and shall include documentary evidence, including any applicable reports, books of accounts, bills, invoices, and other vouchers or proofs of payment made by an **Insured** in relation to such **Costs**. Furthermore, the **Insureds** shall cooperate with, and provide any additional information reasonably requested by, the **Insurer** in its investigation of any **Incident** and review of **Costs**, including the right to investigate and audit the proof of loss and inspect the records of an **Insured**.

B. In addition to an **Insured's** proof of loss as set forth in Subsection A above, with respect to Insuring Agreement B, the **Business Interruption Loss** or **Contingent Business Interruption Loss** will be determined taking full account and due consideration of such proof of loss and the trends or circumstances which affect the profitability of the business and would have affected the profitability of the business had the **Business Interruption Loss** or **Contingent Business Interruption Loss** not occurred, including all material changes in market conditions or adjustment expenses which would affect the net profit generated. However, the **Insurer's** adjustment will not include the **Insured's** increase in income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of a **Malicious Computer Act** on others.

XI. ALLOCATION

If a **Claim** includes both covered and uncovered matters, then coverage shall apply as follows:

A. **Claims Expenses**: One hundred percent (100%) of **Claims Expenses** incurred by any **Insured** on account of such **Claim** shall be considered covered provided that the foregoing shall not apply with respect to: (i) a **Regulatory Proceeding**; or, (ii) any **Insured** for whom coverage is excluded pursuant to Exclusion III.A.1 or Section XIV, Subsection C. With respect to a **Regulatory Proceeding**, amounts for covered **Claims Expenses** and for uncovered fees, costs, and expenses shall be allocated based upon the relative legal and financial exposures of, and the relative benefits obtained by, the parties to such matters.

B. Loss other than **Claims Expenses**: all remaining loss incurred by such **Insured** from such **Claim** shall be allocated between covered **Damages** and uncovered damages based upon the relative legal and financial exposures of, and the relative benefits obtained by, the parties to such matters.

XII. OTHER INSURANCE

If any **Costs**, **Damages**, or **Claims Expenses** covered under this **Policy** are covered under any other valid and collectible insurance, then this **Policy** shall cover such **Costs**, **Damages**, or **Claims Expenses**, subject to the **Policy** terms and conditions, only to the extent that the amount of such **Costs**, **Damages**, or **Claims Expenses** are in excess of the amount of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent, or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Insurance provided by this **Policy**.

XIII. MATERIAL CHANGES IN EXPOSURE

A. ACQUISITION OR CREATION OF ANOTHER ENTITY

If, during the **Policy Period**, the **Named Insured**:

1. acquires voting securities in another entity or creates another entity, which as a result of such acquisition or creation becomes a **Subsidiary**; or

2. acquires any entity by merger into or consolidation with the **Named Insured**;

then, subject to the terms and conditions of this **Policy**, such entity and its natural person **Insureds** shall be covered under this **Policy** but only with respect to **Claims** for **Incidents**, or **Incidents**, as applicable, taking place after such acquisition or creation, unless the **Insurer** agrees to provide coverage by endorsement for **Claims** for **Incidents**, or **Incidents**, as applicable, taking place prior to such acquisition or creation.

B. ACQUISITION OF THE NAMED INSURED

If, during the **Policy Period**, any of the following events occurs:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
2. the obtaining by any person, entity, or affiliated group of persons or entities, of the right to elect, appoint, or designate at least fifty percent (50%) of the directors, trustees, managers, members of the Board of Managers, management or executive committee members, or equivalent positions of the **Named Insured**;

then coverage under this **Policy** will continue in full force and effect until termination of this **Policy**, but only with respect to **Claims** for **Incidents**, or **Incidents**, as applicable, taking place before such event. Coverage under this **Policy** will cease as of the effective date of such event with respect to **Claims** for **Incidents**, or **Incidents**, as applicable, taking place after such event. This **Policy** may not be cancelled after the effective time of the event, and the entire premium for this **Policy** shall be deemed earned as of such time.

C. TERMINATION OF A SUBSIDIARY

If, before or during the **Policy Period**, an entity ceases to be a **Subsidiary**, coverage with respect to such **Subsidiary** and any **Insured** (as defined in paragraphs 3, 4, and 5 of such definition) of the **Subsidiary** shall continue until termination of this **Policy**. Such coverage continuation shall apply only with respect to **Claims** for **Incidents**, or **Incidents**, as applicable, taking place prior to the date such entity ceased to be a **Subsidiary**.

XIV. REPRESENTATIONS

A. In granting coverage to any **Insured**, the **Insurer** has relied upon the declarations and statements in the **Application** for this **Policy**. Such declarations and statements are the basis of the coverage under this **Policy** and shall be considered as incorporated in and constituting part of this **Policy**.

B. The **Application** for coverage shall be construed as a separate **Application** for coverage by each **Insured**. With respect to the declarations and statements in such **Application**, no knowledge possessed by a natural person **Insured** shall be imputed to any other natural person **Insured**.

C. However, in the event that such **Application** contains any misrepresentations made with the actual intent to deceive or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by the **Insurer** under this **Policy**, then no coverage shall be afforded for any **Incident** or **Claim** based upon, arising from, or in consequence of any such misrepresentations with respect to:

1. any natural person **Insured** who knew of such misrepresentations (whether or not such natural person knew such **Application** contained such misrepresentations); or
2. an **Organization**, if any past or present **Control Group Member** knew of such misrepresentations (whether or not such **Control Group Member** knew such **Application** contained such misrepresentations).

D. The **Insurer** shall not be entitled under any circumstances to void or rescind this **Policy** with respect to any **Insured**.

XV. TERMINATION OF THIS POLICY

A. This **Policy** shall terminate at the earliest of the following times:

1. the effective date of termination specified in a prior written notice by the **Named Insured** to the **Insurer**;

2. twenty (20) days after receipt by the **Named Insured** of a written notice of termination from the **Insurer** for failure to pay a premium when due, unless the premium is paid within such twenty (20) day period;

3. upon expiration of the **Policy Period** as shown in Item 2 of the Declarations; or

4. at such other time as may be agreed upon by the **Insurer** and the **Named Insured**.

B. If the **Policy** is terminated by the **Named Insured** or the **Insurer**, the **Insurer** shall refund the unearned premium computed *pro rata*. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

XVI. TERRITORY AND VALUATION

A. Coverage provided under this **Policy** shall extend to **Incidents** and **Claims** taking place, brought, or maintained anywhere in the universe. Any provision in this **Policy** pertaining to coverage for **Incidents** or **Claims** made, or **Damages** or **Claims Expenses** sustained anywhere outside the United States of America shall only apply where legally permissible.

B. All premiums, limits, retentions, **Costs**, **Damages**, **Claims Expenses**, and other amounts under this **Policy** are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated, or another element of loss under this **Policy** is stated in a currency other than United States of America dollars, or if **Extortion Expenses** are stated in a currency, including Bitcoin or other crypto-currency(ies), other than United States of America dollars, payment under this **Policy** shall be made in United States dollars at the applicable rate of exchange as published by *The Wall Street Journal* as of the date the final judgment is reached, the amount of the settlement is agreed upon, or the other element of loss is due, respectively, or, if not published on such date, the next date of publication by *The Wall Street Journal*. If there is no applicable rate of exchange published by *The Wall Street Journal*, then payment under this **Policy** shall be made in the equivalent of United States of America dollars at the actual rate of exchange for such currency.

XVII. CYBER INCIDENT RESPONSE FUND AND LOSS MITIGATION SERVICES PROVISIONS

A. With respect to the **Cyber Incident Response Team** or a **Non-Panel Response Provider** providing to an **Insured** the services shown in the definition of **Cyber Incident Response Expenses**:

1. The **Insureds** are under no obligation to contract for services with the **Cyber Incident Response Team**. However, if an **Insured** elects to use any **Non-Panel Response Providers** for any **Cyber Incident Response Expenses**, the applicable Limits of Insurance shown in Item 4A2 of the Declarations will apply.

2. The **Insurer** shall not be a party to any agreement entered into between any **Cyber Incident Response Team** service provider and an **Insured**.

3. **Cyber Incident Response Team** service providers are independent contractors, and are not agents of the **Insurer**. The **Insureds** agree that the **Insurer** assumes no liability arising out of any services rendered by a **Cyber Incident Response Team** service provider. The **Insurer** shall not be entitled to any rights or subject to any obligations or liabilities set forth in any agreement entered into between any **Cyber Incident Response Team** service provider and an **Insured**. Any rights and obligations with respect to such agreement, including billings, fees, and services rendered, are solely for the benefit of, and borne solely by such **Cyber Incident Response Team** service provider and such **Insured**, and not the **Insurer**.

4. The **Insurer** has no obligation to provide any of the services provided by the **Cyber Incident Response Team**.

B. With respect to any other third party vendor, the **Insurer** may provide the **Named Insured** with a list of third-party privacy and network security loss mitigation vendors whom the **Named Insured**, at its own election and at the **Named Insured's** own expense, may retain for cyber risk management to inspect, assess, and audit the **Named Insured's** property, operations, systems, books, and records, including the **Named Insured's** network security, employee cyber security awareness, incident response plans, services provider contracts, and regulatory compliance. Any loss mitigation inspection, assessment, or audit purchased by the **Named Insured**, and any report or recommendation resulting therefrom, shall not constitute an undertaking at the request of, or for the benefit of the **Insurer**.

C. The **Insurer** may also make available third-party privacy and network security loss mitigation services to the **Insureds**, at no additional expense to the **Named Insured**, in order to help the **Insureds** analyze key cyber exposures and limit their exposure to a potential loss during the **Policy Period**. Such services shall be provided by a pre-approved vendor of the **Insurer**.

D. The **Insurer** shall be permitted but not be obligated to make loss control recommendations and provide loss control services to the **Organization** for the **Insurer's** underwriting purposes, following notice and coordination with the **Named Insured**. The **Insurer's** right to make recommendations for, or provide, loss control services is for the exclusive purpose of making an underwriting determination and shall not constitute an undertaking on behalf of or for the benefit of the **Organization** or others. Furthermore, such loss control services are undertaken for the benefit of the **Insurer** and relate only to the insurability of the **Organization** for coverage under this **Policy**, to reduce the severity or frequency of losses, or to determine the premiums to be charged.

XVIII. SUBROGATION

A. The **Insurer** shall have no rights of subrogation against any **Insured** under this **Policy** unless Exclusion III.A.1 or Section XIV, Subsection C, applies.

B. In the event of payment under this **Policy**, the **Insureds** must transfer to the **Insurer** any applicable rights to recover from another person or entity all or part of any such payment. The **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Insurer** to effectively bring suit or otherwise pursue subrogation rights in the name of the **Insureds**.

C. If prior to the **Incident** or **Claim** connected with such payment an **Insured** has agreed in writing to waive such **Insured's** right of recovery or subrogation against any person or entity, such agreement shall not be considered a violation of such **Insured's** duties under this **Policy**.

XIX. ACTION AGAINST THE INSURER AND BANKRUPTCY

Except as provided in Section XXII, Alternative Dispute Resolution, no action shall lie against the **Insurer**. No person or entity shall have any right under this **Policy** to join the **Insurer** as a party to any action against any **Insured** to determine the liability of such **Insured**, nor shall the **Insurer** be impleaded by any **Insured** or its legal representatives. Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** shall not relieve the **Insurer** of its obligations or deprive the **Insurer** of its rights or defenses under this **Policy**.

XX. AUTHORIZATION CLAUSE

By acceptance of this **Policy**, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the giving of notice of **Incident** or **Claim**, the giving or receiving of notice of termination or non-renewal, the payment of premiums, the receiving of any premiums that may become due under this **Policy**, the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this **Policy**, and all **Insureds** agree that the **Named Insured** shall so act on their behalf.

XXI. ALTERATION, ASSIGNMENT, AND HEADINGS

A. Notice to any agent or knowledge possessed by any agent or by any other person, shall not affect a waiver or a change in any part of this **Policy** or prevent the **Insurer** from asserting any right under the terms of this **Policy**.

B. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy** which is signed by an authorized representative of the **Insurer**.

C. The titles and headings to the various parts, sections, subsections, and endorsements of the **Policy** are included solely for ease of reference and do not in any way limit, expand, serve to interpret, or otherwise affect the provisions of such parts, sections, subsections, or endorsements.

D. Any reference to the singular shall include the plural and vice versa.

XXII. ALTERNATIVE DISPUTE RESOLUTION

A. The **Insureds** and the **Insurer** shall submit any dispute or controversy arising out of or relating to this **Policy** or the breach, termination, or invalidity thereof to the alternative dispute resolution ("ADR") process set forth in this Section.

B. Either an **Insured** or the **Insurer** may elect the type of ADR process discussed below. However, such **Insured** shall have the right to reject the choice by the **Insurer** of the type of ADR process at any time prior to its commencement, in which case the choice by such **Insured** of ADR process shall control.

C. There shall be two choices of ADR process:

1. non-binding mediation administered by any mediation facility to which the **Insurer** and an **Insured** mutually agree, in which such **Insured** and the **Insurer** shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or

2. arbitration submitted to any arbitration facility to which an **Insured** and the **Insurer** mutually agree, in which the arbitration panel shall consist of three disinterested individuals.

In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs. In the event of mediation, either party shall have the right to commence a judicial proceeding. However, no such judicial proceeding shall be commenced until at least sixty (60) days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process.

D. Either ADR process may be commenced in New York or in the state shown in Item 1 of the Declarations as the principal address of the **Named Insured**. The **Named Insured** shall act on behalf of each and every **Insured** in connection with any ADR process under this Section.

XXIII. COMPLIANCE WITH TRADE SANCTIONS

This insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the providing of such insurance.

CHUBB®

RETROACTIVE DATE (ITEM 5) AMENDED – SPECIFIED BY INSURED AND INSURING AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY

It is agreed that solely with respect to the **Insured(s)** listed below, Item 5 of the Declarations is deleted in its entirety and the following is inserted for each **Insured** respectively:

1.With respect to the following **Insureds**: All Insureds, except as otherwise specified, if any.

Item 5. **Retroactive Date**:

E. Cyber, Privacy And Network Security Liability	01-01-1979
F. Electronic, Social And Printed Media Liability	01-01-1979
	01-01-1979

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

CHUBB®

EXTENDED PERIOD OF ATTRITION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY

CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY

CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY

It is agreed that the **Policy** is amended as follows:

1. Section I, Insuring Agreements, Insuring Agreement B, Business Interruption and Extra Expenses, is deleted and replaced with the following:

   B. *BUSINESS INTERRUPTION AND EXTRA EXPENSES*

   The **Insurer** will pay:

   1. the **Business Interruption Loss** and **Extra Expenses** incurred by an **Insured** during the **Period of Restoration** resulting directly from a **Cyber Incident** which first occurs during the **Policy Period**, plus after the expiration of the **Observation Period**, any resulting **Customer Attrition Expenses** and **Customer Attrition Loss** incurred by the **Insured** during the **Period of Attrition**; and

   2. the **Contingent Business Interruption Loss** and **Extra Expenses** incurred by an **Insured** during the **Period of Restoration** resulting directly from a **Cyber Incident** which first occurs during the **Policy Period**.

2. Section II, Definitions, is amended as follows:

   A. The definition of **Costs** is amended by adding the following:

      7. **Customer Attrition Expenses;** or

      8. **Customer Attrition Loss**.

   B. The following definitions are added:

   - **Customer Attrition Loss** means the difference between the amount of the **Insured's** net profit actually earned before income taxes and the amount of the **Insured's** net profit that would have been earned before income taxes had no **Interruption in Service** occurred, but only if such difference can be proven by a quantifiable reduction in seasonally-adjusted daily revenue amounts caused by damage to the **Insured's** reputation as a direct result of the **Interruption in Service**, and provided that:

     A. the **Insured** provides **Evidence** that the **Customer Attrition Loss** is a direct result of an **Interruption in Service** under Insuring Agreement B.1.; and

     B. the calculation of **Customer Attrition Loss** will be reduced by any quantifiable increase in the **Insured's** net profit actually earned before income taxes within the **Observation Period** which is in excess of the net profit that would have been earned before income taxes during the same time period had no **Interruption in Service** occurred.

     Customer Attrition Loss shall not include:

     1. loss arising out of the diminution in value of money, securities, property, or any other item of value;

     2. loss arising out of any liability to any third party as a result of a **Cyber Incident**, including **Damages**;

3. loss arising out of unfavorable business conditions, loss of market value, or any other consequential loss;
4. **Claims Expenses**;
5. **Cyber Incident Response Expenses**;
6. **Extra Expenses**; or
7. wages, salaries, or other compensation of directors, officers, similar executives, or employees of any **Insured**.

- **Customer Attrition Expenses** means costs incurred by an **Insured**, with the **Insurer's** prior consent, to retain the services of a third party forensic accounting firm to determine the amount of **Customer Attrition Loss**.
- **Evidence** means:
  1. written, posted, or printed media material displayed, shared, or published in the public domain (either online or hardcopy) that details or discusses the **Insured's Cyber Incident**; or
  2. any other written material demonstrating a direct link between the **Insured's Cyber Incident** and **Customer Attrition Loss**, such as communications from the **Insured's** customers, but only if such other written material is deemed by an independent forensic adjustor to be legitimately created by a third party not related to the **Insured.**
- **Observation Period** means the continuous period of time that begins on the date which immediately follows the last date of the **Period of Attrition**, and continues for the same amount of days that are stated in paragraph 2.b. of the **Period of Attrition** definition, regardless of when the **Period of Attrition** actually ends. For purposes of calculating the continuous period of time, the date that immediately follows the **Period of Attrition** is considered day 1.
- **Period of Attrition** means the continuous period of time that:
  1. begins with the date which immediately follows the last date of the **Period of Restoration**; and
  2. ends on the earliest date of either:
     a. the earliest date that the **Insured's** customer counts and seasonally-adjusted daily revenue amounts recover to the same level that would have existed had there been no **Interruption in Service**, so long as such recovery is subsequently sustained on an average daily basis over the course of at least ten business days. Such ten-day period shall not be considered part of the **Period of Attrition**; or
     b. (90) days after the **Period of Attrition** has begun.

3. Section VI, Limits of Insurance, is amended by adding the following:

- MAXIMUM LIMIT OF INSURANCE FOR CUSTOMER ATTRITION LOSS AND CUSTOMER ATTRITION EXPENSES RESULTING FROM AN INTERRUPTION IN SERVICE

A. Subject to Section VI, LIMITS OF INSURANCE, the **Insurer's** maximum limit of insurance for all **Customer Attrition Loss** and **Customer Attrition Expenses** resulting directly from an **Interruption in Service** under Insuring Agreement B.1. shall be:

$100,000 (the "Interruption in Service Customer Attrition Sublimit").

This Interruption in Service Customer Attrition Sublimit shall be part of and not in addition to:

a. the Each **Cyber Incident** Limit; and
b. the Aggregate Limit for all **Cyber Incidents**,

set forth in Item 4.B.1. of the Declarations for this **Policy**.

The Interruption in Service Customer Attrition Sublimit shall also be part of and not in addition to the Maximum Policy Aggregate Limit of Insurance set forth in Item 3B of the Declarations and will in no way serve to increase the **Insurer's** maximum liability under the **Policy**. The **Insurer's** obligation to reimburse **Customer Attrition Loss** or **Customer Attrition Expenses** because of an **Interruption in Service** under Insuring Agreement B.1. is in excess of the **Insured's** applicable Retention amount as set forth in Item 4.B.1., and once the applicable **Waiting Period** shown in Item 4.B.1. of the Declarations has expired.

B. Notwithstanding the foregoing, if the field above in paragraph A of this subsection is left blank or N/A is shown, then the Limits of Insurance shown in Item 4.B.1. of the Declarations shall apply to the sum of all **Customer Attrition Loss** and **Customer Attrition Expenses** resulting directly from an **Interruption in Service**.

C. There shall be no coverage for **Customer Attrition Loss** or **Customer Attrition Expenses** as a direct result of an **Interruption in Service** other than with respect to Insuring Agreement B.1.

4. Section X, Proof of Loss for First Party Insuring Agreements, subsection B, is deleted and replaced with the following:

B. In addition to an **Insured's** proof of loss as set forth in Subsection A above, with respect to Insuring Agreement B, the **Business Interruption Loss**, **Contingent Business Interruption Loss**, and **Customer Attrition Loss** will be determined taking full account and due consideration of such **Insured's** proof of loss and the trends or circumstances which affect the profitability of the business and would have affected the profitability of the business had the **Business Interruption Loss**, **Contingent Business Interruption Loss**, or **Customer Attrition Loss** not occurred, including all material changes in market conditions or adjustment expenses which would affect the net profit generated, as well as income derived from substitute methods, facilities, or personnel used by the **Insured** to maintain its revenue stream. However, the **Insurer's** adjustment will not include the **Insured's** increase in income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of a **Malicious Computer Act** on others.

All other terms, conditions and limitations of this **Policy** remain unchanged.

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CYBER CRIME ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY

It is agreed that solely with respect to the coverage provided by this endorsement, the **Policy** is amended as follows:

1. Item 4. of the Declarations is amended to include the following:

	Cyber Crime Insuring Agreements	Each Loss Limit of Insurance	Aggregate Limit of Insurance	Each Loss Retention
☒	Funds Transfer Fraud Limit of Insurance	$250,000	$250,000	$5,000
☒	Computer Fraud Limit of Insurance	$250,000	$250,000	$5,000
☒	Social Engineering Fraud Limit of Insurance	$100,000	$100,000	$10,000

2. Section I, INSURING AGREEMENTS, is amended by adding the following:

   CYBER CRIME INSURING AGREEMENTS

   Funds Transfer Fraud

   The **Insurer** will pay for loss of **Money** or **Securities** sustained by an **Insured** resulting directly from **Funds Transfer Fraud** committed by a third party which is **Discovered** during the **Policy Period.**

   Computer Fraud

   The **Insurer** will pay the **Insured** for loss of **Money**, **Securities**, or **Property** sustained by an **Insured** resulting directly from **Computer Fraud** committed by a third party which is **Discovered** during the **Policy Period**.

   Social Engineering Fraud

   The **Insurer** shall pay the **Insured** for loss of **Money** or **Securities** sustained by an **Insured** resulting directly from **Social Engineering Fraud** committed by a person purporting to be a **Vendor**, **Client**, or an **Employee** who was authorized by the **Insured** to instruct other **Employees** to transfer **Money** or **Securities** which is **Discovered** during the **Policy Period**.

   Hereinafter, the above Insuring Agreements shall be collectively referred to as the "Cyber Crime Insuring Agreements".

3. Section II, DEFINITIONS, is amended to include the following:

   Client means a customer of an **Organization** to whom such **Organization** provides goods or services under written contract or for a fee.

   Computer Fraud means the unlawful taking of **Money**, **Securities**, or **Property** resulting from a **Computer Violation**.

   Computer Violation means the unauthorized entry into, or transmission of corrupting or harmful software code into, the **Insured's Computer System** which is directed against an **Insured.**

   Cryptocurrency means a digital or electronic medium of exchange, operating independently of a central bank, in which encryption techniques are used to regulate the generation of units and to verify the transfer of

such units.

Discovery or Discovered means knowledge acquired by a **Control Group Member** of an **Insured** which would cause a reasonable person to believe a covered loss has occurred or an occurrence has arisen that may subsequently result in a covered loss. This includes loss:

1. sustained prior to the inception date of any coverage under this endorsement;
2. which does not exceed the Retention set forth in in Item 4. of the Declarations; or
3. the exact amount or details of which are unknown.

Employee means any natural person in the regular service of an **Insured** in the ordinary course of such **Insured's** business, whom such **Insured** governs and directs in the performance of such service, including a part-time, seasonal, leased and temporary employee, intern, or volunteer. Any natural person that otherwise meets the foregoing definition shall be considered an **Employee** even if such person's title is that of partner, principal, director, officer, or if such person is a **Control Group Member**.

Funds Transfer Fraud means fraudulent electronic, telegraphic, cable, teletype, facsimile, telephone, or written instructions (other than forgery), purportedly issued by an **Insured**, and issued to a financial institution directing such institution to transfer, pay, or deliver **Money** or **Securities** from any account maintained by such **Insured** at such institution, without such **Insured's** knowledge or consent.

Money means currency, coin, bank notes, and bullion. However, **Money** does not mean **Securities** or any **Cryptocurrency**.

Official Authorization means a valid signature of an actual **Employee**, or an electronic record of entry and approval into a wire transfer system, accounting system, or similar system which is capable of maintaining and reproducing an audit trail which demonstrates that an actual **Employee** approved a transaction within their authority. A forgery is not an **Official Authorization**. **Official Authorization** shall not include a typed name in any form (including but not limited to email, letterhead, or pre-printed material), but shall include electronic reproductions of hand-written signatures in any form.

Property means any tangible property other than **Money** and **Securities**. **Property** does not include **Digital Data**.

Securities means negotiable and nonnegotiable instruments or contracts representing either **Money** or property including revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use, casino chips, tokens, and tickets, provided that **Securities** does not include **Money** or any **Cryptocurrency**.

Social Engineering Fraud means the intentional misleading of an **Employee**, through misrepresentation of a material fact which is relied upon by an **Employee,** believing it be genuine which results in the transferring, payment, or delivery of **Money** or **Securities**.

Vendor means any entity or natural person that has provided goods or services to an **Insured** under a legitimate pre-existing arrangement or written agreement. However, **Vendor** does not include any financial institution, asset manager, broker-dealer, armored motor vehicle company, or any similar entity.

4. The definition of **Insured** set forth in Section II, DEFINITIONS, is deleted and replaced with the following:

   Insured means the **Named Insured** and its **Subsidiaries.**

5. Section III, EXCLUSIONS, is deleted and replaced with the following:

   A. No coverage will be available for:

      1. loss due to kidnap, ransom, or any other extortion payment surrendered to any person as a result of a threat to do bodily harm to any person or a threat to do damage to any property;
      2. loss involving:
         a. the disclosure of an **Insured's** or another entity or person's confidential or personal information while in the care, custody, or control of an **Insured**, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any similar type of non-public information;

b. loss involving the use of another entity or person's confidential or personal information while in the care, custody, or control of an **Insured**, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any similar type of non-public information; or

c. fees, costs, fines, penalties, or any other expenses incurred by an **Insured** which result, directly or indirectly, from the access to or disclosure of another entity or person's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any similar type of nonpublic information,

provided that this Exclusion 2. a. and b. shall not apply to loss that is otherwise covered under any Cyber Crime Insuring Agreement;

3. loss or damage due to declared or undeclared war, civil war, insurrection, rebellion, revolution, military, naval or usurped power, governmental intervention, expropriation or nationalization, or any act or condition incident to any of the foregoing;

4. loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, or any act or condition incident to any of the foregoing;

5. loss of income not realized as the result of a covered loss;

6. indirect or consequential loss of any kind;

7. fees, costs, or expenses incurred or paid in defending or prosecuting any legal proceeding or claim;

8. loss sustained by one **Insured** to the advantage of any other **Insured**;

9. loss or damage due to **Computer Fraud** or **Funds Transfer Fraud** or other fraudulent, dishonest, or criminal act committed by any authorized representative of an **Insured**, whether acting alone or in collusion with others.

B. With respect to the Funds Transfer Fraud and Computer Fraud Insuring Agreements, no coverage will be available for loss resulting from any transfer, payment, or delivery of **Money**, **Securities**, or **Property** approved by an **Employee**, or arising out of any misrepresentation received by any **Employee**, agent, independent contractor, or other representative of the **Insured**, whether such transfer, payment, or delivery was made in good faith or as a result of trick, artifice, fraud, or false pretenses.

C. With respect to the Social Engineering Fraud Insuring Agreement, the **Insurer** shall not be liable for:

1. loss or damage to **Money** or **Securities** as a result of **Computer Fraud** or **Funds Transfer Fraud**;

2. loss due to any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;

3. loss due to the failure of any party to perform, in whole or in part, under any contract;

4. loss due to the extension of any loan, credit, or similar promise to pay;

5. loss due to any party's use of or acceptance of any credit card, debit card, or similar instrument, whether or not genuine;

6. loss due to any person purporting to be a representative of any financial institution, asset manager, broker-dealer, armored motor vehicle company, or any similar entity;

7. loss of **Money** or **Securities** while in the mail or in the custody of any carrier for hire, including but not limited to any armored motor vehicle company;

8. loss due to the failure, malfunction, inadequacy, or illegitimacy of any product or service;

9. loss of or damage to any **Property**;

10. loss due to any gambling, game of chance, lottery, or similar game;

11. loss in excess of $50,000, unless the transferring, payment, or delivery of **Money** or **Securities** is made:

    a. by a **Control Group Member**, or

b. by any **Employee** (other than a **Control Group Member**), agent, independent contractor, or other representative of the **Insured**, after receiving **Official Authorization** from:

i. a **Control Group Member**, or

ii. an **Employee** acting in a supervisory capacity.

D. In addition to the amended Section III, no coverage will be available for:

1. loss unless sustained by any **Insured** at any time, and **Discovered** during the **Policy Period** and prior to the termination of the coverage provided by this endorsement as to such **Insured**;

2. loss unless sustained by any **Insured** at any time, and **Discovered** during the **Policy Period** and prior to the termination of any Cyber Crime Insuring Agreement or any particular coverage offered under any Cyber Crime Insuring Agreement;

3. loss unless sustained by any **Insured** at any time, and **Discovered** during the **Policy Period** and prior to the termination of the coverage provided by this endorsement in its entirety,

provided that in no event will coverage be available under this coverage for such loss if such loss is covered under any renewal or replacement of this coverage or any Cyber Crime Insuring Agreement or any particular coverage offered under any Cyber Crime Insuring Agreement.

6. Section V, EXTENDED REPORTING PERIOD, is deleted.

7. Section VI, LIMITS OF INSURANCE, is deleted and replaced with the following:

The **Insurer** will pay for loss sustained by an **Insured** at any time and **Discovered** during the **Policy Period**.

The **Insurer's** maximum liability for each loss shall not exceed the limit of insurance applicable to such loss, as set forth in Item 4 of the Declarations for this **Policy**, as amended by this endorsement, regardless of the number of **Insureds** sustaining such loss.

The **Insurer's** maximum liability shall not exceed the limit of insurance:

1. Applicable to the Funds Transfer Fraud Insuring Agreement: for all loss or losses resulting from any act, casualty, or event, any series of related acts, casualties, or events, or any act or series of acts committed by one natural person or entity, or in which the same group of natural persons or entities acting together are implicated, regardless of whether such act, casualty, or event or series of acts, casualties, or events was committed or occurred before or during the **Policy Period**.
2. Applicable to the Computer Fraud Insuring Agreement: for all loss or losses resulting from any act, casualty, or event, any series of related acts, casualties, or events, or any act or series of acts committed by one natural person or entity, or in which the same group of natural persons or entities acting together are implicated, regardless of whether such act, casualty, or event or series of acts, casualties, or events was committed or occurred before or during the **Policy Period**.
3. Applicable to the Social Engineering Fraud Insuring Agreement: for all loss or losses resulting from any act, casualty, or event, any series of related acts, casualties, or events, or any act or series of acts committed by one natural person or entity, or in which the same group of natural persons or entities acting together are implicated, regardless of whether such act, casualty, or event or series of acts, casualties, or events was committed or occurred before or during the **Policy Period.**

If a loss is covered under more than one Cyber Crime Insuring Agreement, the maximum amount payable under this **Policy** shall not exceed the largest applicable limit of insurance of any such Cyber Crime Insuring Agreement.

The **Insurer's** total cumulative liability for all loss **Discovered** during the **Policy Period** shall not exceed the applicable Cyber Crime Aggregate Limit of Insurance as set forth in Item 4. of the Declarations. Such amount shall be part of and not in addition to the Maximum Policy Aggregate Limit of Insurance as stated in Item 3. of the Declarations. Each payment made under the terms of this endorsement shall reduce the unpaid portion of the applicable Cyber Crime Aggregate Limit of Insurance and the Maximum Policy Aggregate Limit of Insurance until they are exhausted.

On exhausting the applicable Cyber Crime Aggregate Limit of Insurance by such payments the **Insurer** shall have no further liability for loss or losses regardless of when **Discovered** and whether or not previously reported to the **Insurer**; and the unpaid portion of the applicable Cyber Crime Aggregate Limit of Insurance and Maximum Policy Aggregate Limit of Insurance shall not be increased or reinstated

by any recovery made and applied in accordance with Section XVIII. Recoveries (as amended in paragraph 17 of this endorsement). In the event that a loss of **Securities** is settled by indemnity in lieu of payment, then such loss shall not reduce the unpaid portion of the applicable Cyber Crime Aggregate Limit of Insurance or Maximum Policy Aggregate Limit of Insurance.

8. Section VII, RETENTION, is deleted and replaced with the following:

   A. The **Insurer's** liability under this **Policy** shall apply only to that part of each loss which is in excess of the applicable Retention set forth in Item 4 of the Declarations for this **Policy**.

   B. If an **Insured** receives payment under another policy or bond, after applying a deductible or retention, for loss also covered hereunder, then the applicable Retention set forth in Item 4 of the Declarations as amended by this endorsement shall be reduced by the deductible or retention previously applied to such loss.

   Notwithstanding the foregoing, if an **Insured** receives payment under another policy or bond, including but not limited to the **Other Crime Policy,** as set forth in paragraph 13., amended Section XII., Other Insurance, of this endorsement, after applying a deductible or retention, for loss also covered hereunder, then the Retention set forth in Item 4 of the Declarations shall be reduced, up to the amount of such Retention, by the sum of:

   1. the deductible or retention amount previously applied to such loss, and
   2. any amount paid with respect to such loss under such other policy or bond.

9. Section VIII, NOTICE, is deleted and replaced with the following:

   Section VIII. NOTICE AND PROOF OF LOSS

   A. Knowledge possessed by any **Insured** or **Discovery** shall be deemed knowledge possessed by or **Discovery** by all **Insureds**.

   B. It is a condition precedent to coverage hereunder that, upon **Discovery**, the **Named Insured** will:

      1. give written notice to the **Insurer** as soon as practicable but in no event later than 90 days after such **Discovery**;
      2. furnish affirmative proof of loss with full particulars to the **Insurer** as soon as practicable but in no event later than 180 days after such **Discovery**;
      3. submit to examination under oath at the **Insurer's** request;
      4. produce all pertinent records at such reasonable times and places as the **Insurer** shall designate; and
      5. provide full cooperation with the **Insurer** in all matters pertaining to a loss or claim.

   C. The **Insured** may offer a comparison between an **Insured's** inventory records and actual physical count of its inventory to prove the amount of loss only where an **Insured** establishes wholly apart from such comparison that it has sustained a covered loss caused by a third party.

10. Section IX, DEFENSE AND SETTLEMENT, is deleted in its entirety.

11. Section X, PROOF OF LOSS FOR FIRST PARTY INSURING AGREEMENTS, is deleted.

12. Section XI, ALLOCATION, is deleted.

13. Section XII, OTHER INSURANCE, is deleted and replacing with the following:

    If an **Insured** or any other party at interest in any loss covered by this **Policy** has any crime insurance, bond, indemnity, or similar insurance (the "**Other Crime Policy**"), which would cover such loss in whole or in part in the absence of this **Policy**, then this **Policy** shall be null and void to the extent of the amount recoverable or received under the **Other Crime Policy**; but this **Policy** shall cover such loss, subject to its exclusions, conditions, and other terms, only to the extent of the amount of such loss in excess of the amount recoverable or received under the **Other Crime Policy**.

    Nothing in this endorsement is meant nor shall it be construed to obligate the **Insurer** to comply with the terms and conditions of any other insurance policy or bond, including but not limited to the **Other Crime Policy**.

14. Section XIII, MATERIAL CHANGES IN EXPOSURE, is deleted and replaced with the following:

    A. ACQUISITION OR CREATION OF ANOTHER ORGANIZATION

    If, during the **Policy Period**, the **Named Insured**:

    1. acquires voting securities in another organization or creates another organization, which as a result of such acquisition or creation becomes a **Subsidiary**; or
    2. acquires any organization by merger into or consolidation with the **Named Insured**;

    then, subject to the terms and conditions of this **Policy**, such organization shall be covered under this **Policy** but only with respect to loss resulting directly from **Computer Fraud**, **Funds Transfer Fraud**, or **Social Engineering Fraud** sustained after such acquisition or creation, unless the **Insurer** agrees to provide coverage by endorsement for **Computer Fraud**, **Funds Transfer Fraud**, or **Social Engineering Fraud** which took place prior to such acquisition or creation.

    B. ACQUISITION OF THE NAMED INSURED

    If, during the **Policy Period**, any of the following events occurs:

    1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
    2. the obtaining by any person, entity, or affiliated group of persons or entities of the right to elect, appoint, or designate at least 50% of the directors of the **Named Insured**;

    then coverage under this **Policy** will continue in full force and effect until termination of this **Policy**, but only with respect to loss resulting directly from **Computer Fraud**, **Funds Transfer Fraud**, or **Social Engineering Fraud** sustained before such event. Coverage under this **Policy** will cease as of the effective date of such event with respect to loss resulting directly from **Computer Fraud**, **Funds Transfer Fraud**, or **Social Engineering Fraud** sustained after such event. This **Policy** may be cancelled by the **Named Insured** on or after the effective time of the event, and the **Insurer** shall refund the unearned premium computed *pro rata*, calculated as of the date on which the **Insurer** receives a communication from the **Insured** requesting cancellation of this **Policy**. The **Insurer** will be under no obligation to accept requests to retroactively cancel this **Policy**.

    C. Termination of a **Subsidiary**

    If before or during the **Policy Period** an organization ceases to be a **Subsidiary**, coverage with respect to the **Subsidiary** shall continue until termination of this **Policy**. Such coverage continuation shall apply only with respect to loss resulting directly from **Computer Fraud**, **Funds Transfer Fraud**, or **Social Engineering Fraud** sustained prior to the date such organization ceased to be a **Subsidiary**.

15. Section XIV, REPRESENTATIONS, is deleted and replaced with the following:

    Section XIV. CONCEALMENT, MISREPRESENTATION OR FRAUD

    This **Policy** is void in any case of fraud by the **Insured** as it relates to this **Policy** at any time. It is also void if any **Insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

    1. this **Policy**;
    2. the property covered under this **Policy**;
    3. the **Insured's** interest in the property covered under this **Policy**; or
    4. a claim under this **Policy**.

16. Section XVI, TERRITORY AND VALUATION, is deleted and replaced with the following:

    The **Insurer** shall pay:

    1. the actual market value of lost, damaged, or destroyed **Securities** at the closing price of such **Securities** on the business day immediately preceding the day on which a loss is **Discovered**; or the cost of replacing **Securities**, whichever is less, plus the cost to post a Lost Instrument Bond;

2. the cost of blank books, pages, or tapes or other blank materials to replace lost or damaged books of account or other records;
3. the least of:
    1. the actual cash value of the **Property**; or
    2. the cost to repair or replace **Property**, other than precious metals, with that of similar quality and value, at the time the **Insured** complies with Section VIII, Notice and Proof of Loss, regarding the furnishing of proof of loss;
4. the United States of America dollar value of foreign currency based on the rate of exchange published in *The Wall Street Journal* on the day loss involving foreign currency is **Discovered**; or
5. the United States of America dollar value of any precious metals based on the rate of exchange published in *The Wall Street Journal* Cash Prices, Precious Metals, on the day loss involving foreign currency is **Discovered.**

17. Section XVIII, SUBROGATION, is deleted and replaced with the following:

    Section XVIII. RECOVERIES

    Recoveries for any loss under this coverage, whether effected by the **Insurer** or by an **Insured**, less the cost of recovery, shall be distributed as follows:

    1. first, to an **Insured** for the amount of such loss, otherwise covered, in excess of the applicable Limits of Insurance;
    2. second, to the **Insurer** for the amount of such loss paid to an **Insured** as covered loss;
    3. third, to an **Insured** for the Retention applicable to such loss;
    4. fourth, to an **Insured** for the amount of such loss not covered under this endorsement.

    Recovery from reinsurance or indemnity of the **Insurer** shall not be deemed a recovery hereunder.

18. Section XX, AUTHORIZATION CLAUSE, is amended by adding the following after the term **Claim** in the second line of the first sentence:

    or the notice of a loss pursuant to the Cyber Crime Insuring Agreements,

19. The following Sections are added:

    OWNERSHIP

    The **Insurer's** liability under this **Policy** will apply only to **Money**, **Securities**, or **Property** owned by the **Insured** or for which the **Insured** is legally liable, or held by the **Insured** in any capacity whether or not the **Insured** is liable.

    NON-ACCUMULATION OF LIABILITY

    A. When there is more than one **Insured**, the maximum liability of the **Insurer** for loss sustained by any or all **Insureds** shall not exceed the amount for which the **Insurer** would be liable if all loss was sustained by any one **Insured**.

    B. Regardless of the number of years this coverage remains in effect and the total premium amounts due or paid, whether under this **Policy**, any prior bond or policy, or any renewal or replacement of this **Policy**, the liability of the **Insurer** with respect to any loss shall not be cumulative from year to year or from **Policy Period** to **Policy Period**.

    TERMINATION OF PRIOR BONDS OR POLICIES

    Any prior bonds or policies issued by the **Insurer** or any subsidiary or affiliate of Chubb shall terminate, if not already terminated, as of the inception of this **Policy**.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

CHUBB®

ADDITIONAL INSURED – BLANKET PURSUANT TO A CONTRACT – CYBER ERM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY

It is agreed that the **Policy** is amended as follows:

1. Section II, Definitions, the definition of **Insured**, is amended by adding the following:

   Insured also means any natural person or entity for whom an **Organization** is required by written contract or agreement to provide insurance coverage under this **Policy** (hereinafter "**Additional Insured**"), but only with respect to **Claims**:

   a. arising out of any **Incident** committed after the **Organization** and the **Additional Insured** entered into such written contract or agreement;

   b. for any **Incident** committed by, on behalf of, or at the direction of the **Organization**; and

   c. subject to the lesser of the limits of insurance required by such written contract or agreement between the **Organization** and the **Additional Insured**, or the applicable Limits of Insurance of this **Policy**.

   However, no natural person or entity shall be an **Additional Insured** with respect to any **Claim** arising solely out of such natural person's or entity's independent act, error, or omission. In the event of a disagreement between the **Named Insured** and the natural person or entity as to whether the **Claim** arises solely out of such natural person's or entity's independent act, error, or omission, it is agreed that the **Insurer** shall abide by the determination of the **Named Insured** on this issue, and such determination shall be made by the **Named Insured** within 20 days of the notification to the **Insurer** of the applicable **Claim**.

2. Section III, Exclusions, subsection B, Exclusions Applicable to Specific Insuring Agreements, is amended by deleting paragraph 3. Insured v. Insured, and replacing it with the following:

   Insured v. Insured

   solely with respect to Insuring Agreements E and F, brought or maintained by, on behalf of, or in the right of any **Insured** other than an **Additional Insured** as defined in this endorsement. Provided, however, solely with respect to Insuring Agreement E, this exclusion shall not apply to that part of any **Claim** alleging employee-related invasion of privacy or employee–related wrongful infliction of emotional distress in the event such **Claim** arises out of the actual or alleged disclosure or theft of **Protected Information** resulting from a **Cyber Incident**.

3. Section XII, Other Insurance, is amended by adding the following:

   Notwithstanding the foregoing, in the event an **Insured** has, prior to any **Incident**, contractually obligated itself to provide primary and non-contributory insurance to any **Additional Insured**, as defined in this endorsement, this **Policy** will be considered primary and not excess of or non-contributory to any other insurance provided by, or for the benefit of, such **Additional Insured**.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

CHUBB®

NON-MALICIOUS COMPUTER RELATED ACT – SYSTEM FAILURE – BUSINESS INTERRUPTION AND CONTINGENT BUSINESS INTERRUPTION - SUBLIMIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY

It is agreed that the **Policy** is amended as follows:

1. Section II, Definitions, **Interruption in Service**, is deleted and replaced with the following:

   Interruption in Service means a detectable interruption or degradation in service of:

   1. with respect to Insuring Agreement B1, an **Insured's Computer System**; or
   2. with respect to Insuring Agreement B2, a **Shared Computer System**,

   caused by a **Malicious Computer Act** or **Non-Malicious Computer Related Act**.

2. Section II, Definitions, is amended by adding the following:

   - **Non-Malicious Computer Related Act** means:
     1. **Human Error**;
     2. **Programming Error**; or
     3. Power failure, surge, or diminution of an electrical system controlled by an **Insured**, and not arising from **Property Damage**.
   - **Human Error** means an operating error or omission, including the choice of the program used, an error in setting parameters, or any inappropriate single intervention by an employee or a third party providing services to the **Insured**.
   - **Programming Error** means error that occurs during the development or encoding of a program, application, or operating system that would, once in operation, result in the malfunction of the computer system, an interruption of operations, or an incorrect result. **Programming Error** does not include integration, installation, upgrade, or patching of any software, hardware, or firmware of the **Insured's Computer System** unless the **Insured** can evidence that the **Programming Error** arises from a program that has been fully developed, successfully tested, and proved successful in its operational environment for thirty (30) days.

3. Section III, Exclusions, subsection A, Exclusions Applicable To All Insuring Agreements, Exclusion 8, Infrastructure Outage, is amended by adding the following:

   Additionally, this exclusion shall not apply to a **Non-Malicious Computer Related Act** as defined under paragraph 3 of such definition.

4. Subject to Section VI, Limits Of Insurance, and Section VII, Retention:

   A. The following Limits of Insurance, Retention, and **Waiting Period** shall apply to all **Business Interruption Loss,** and **Extra Expenses** in connection with **Business Interruption Loss**, combined, resulting from an **Interruption in Service** caused by a **Non-Malicious Computer Related Act**:

$250,000 Each **Cyber Incident** Limit	$250,000 Aggregate Limit for all **Cyber Incidents**	$5,000 Each **Cyber Incident** Retention	**Waiting Period**: 8 Hours

B. The following Limits of Insurance, Retention, and **Waiting Period** shall apply to all **Contingent**

Business Interruption Loss, and **Extra Expenses** in connection with **Contingent Business Interruption Loss**, combined, resulting from an **Interruption in Service** caused by a **Non-Malicious Computer Related Act**:

$250,000 Each **Cyber Incident** Limit	$250,000 Aggregate Limit for all **Cyber Incidents**	$5,000 Each **Cyber Incident** Retention	**Waiting Period**: 8 Hours

If any of the fields above are left blank or N/A is shown, then the Limits of Insurance, Retention, and **Waiting Period** shown in Item 4.B.1., or 4.B.2.of the Declarations, as applicable, shall apply.

All of the limits stated in paragraph A and B above shall be part of and not in addition to: 1. the limits set forth in Item 4.B.1. and 4.B.2. of the Declarations, as applicable; 2. the Maximum Single Limit of Insurance set forth in Item 3.A. of the Declarations; and 3. the Maximum Policy Aggregate Limit of Insurance set forth in Item 3.B. of the Declarations.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

CHUBB®

PREVENTATIVE SHUTDOWN ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY

It is agreed that Section II, Definitions, is amended as follows:

1. The definition of **Interruption in Service** is deleted and replaced with the following:

   Interruption in Service means a detectable interruption or degradation in service of:

   1. with respect to Insuring Agreement B1, an **Insured's Computer System**; or
   2. with respect to Insuring Agreement B2, a **Shared Computer System**,

   caused by a **Malicious Computer Act** or **Preventative Shutdown**.

2. The following definition is added:

   Preventative Shutdown means an **Insured's** reasonable and necessary intentional shutdown of:

   1. with respect to Insuring Agreement B1, an **Insured's Computer System**, but only to the extent that such shutdown:
      a. is in response to an actual or credible threat of a **Malicious Computer Act** expressly directed against such **Insured's Computer System** which may reasonably be expected to cause an **Interruption in Service** in the absence of such shutdown; and
      b. serves to mitigate, reduce, or avoid **Business Interruption Loss** as a result of the actual or credible threat of such **Malicious Computer Act**; or
   2. with respect to Insuring Agreement B2, the **Insured's** access or connectivity to a **Shared Computer System**, but only to the extent that such shutdown:
      a. is in response to an actual **Malicious Computer Act** against such **Shared Computer System** which may reasonably be expected to cause an **Interruption in Service** in the absence of such shutdown; and
      b. serves to mitigate, reduce, or avoid **Contingent Business Interruption Loss** as a result of such **Malicious Computer Act**.

   Notwithstanding anything to the contrary in the **Policy**, and solely with respect to an **Interruption in Service** caused by a **Preventative Shutdown**, the **Period of Restoration** shall not exceed the lesser of 14 days or the number of days otherwise set forth in paragraph 2 of the **Period of Restoration** definition.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

CHUBB®

HARDWARE OR EQUIPMENT REPLACEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY

It is agreed that Section II, DEFINITIONS, the definition of **Digital Data Recovery Costs**, is deleted and replaced with the following:

Digital Data Recovery Costs means:

1. the reasonable and necessary costs incurred by an **Insured** to replace, restore, recreate, re-collect, or recover **Digital Data** from written records or from partially or fully matching electronic records due to their corruption, theft, or destruction, caused by a **Network Security Failure**, including disaster recovery or computer forensic investigation efforts. However, in the event that it is determined that the **Digital Data** cannot be replaced, restored, recreated, re-collected, or recovered, **Digital Data Recovery Costs** shall be limited to the reasonable and necessary costs incurred to reach such determination;
2. **Telephone Fraud Financial Loss**; or
3. the replacement or repair costs of physical hardware or equipment that are part of an **Insured's Computer System** which have been damaged electronically but for which there is no **Property Damage**, and which have been determined by the **Insurer**, at its sole discretion, to:
    i. be more practical and cost-effective to physically replace or repair such hardware or equipment than to repair or restore through the replacement, restoration, recreation, re-collection, or recovery of **Digital Data** formerly thereon; or
    ii. be permanently vulnerable or unstable due to the corruption or destruction of firmware formerly thereon,

including reasonable and necessary expenses incurred to mitigate or reduce any costs or loss in paragraphs 1 through 3 immediately above. **Digital Data Recovery Costs** shall not include:

a. costs or expenses incurred to update, replace, upgrade, recreate, or improve **Digital Data** or a **Computer System** to a level beyond that which existed prior to the applicable **Cyber Incident**;
b. costs or expenses incurred to identify or remediate software program errors or vulnerabilities to a level beyond that which existed prior to the applicable **Cyber Incident**;
c. costs incurred to research and develop **Digital Data**, including **Trade Secrets**;
d. the economic or market value of **Digital Data**, including **Trade Secrets**; or
e. any other consequential loss or damages.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

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CONDUCT EXCLUSION AMENDED – FINAL, NON-APPEALABLE ADJUDICATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY

It is agreed that Section III, EXCLUSIONS, subsection A, EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, Exclusion 1, Conduct, is deleted and replaced with the following:

1. Conduct

   alleging, based upon, arising out of, or attributable to:

   a. any fraudulent, criminal, malicious, or intentional act, error or omission, or any intentional or knowing violation of the law by an **Insured**; or

   b. the gaining in fact of any profit, remuneration, or financial advantage to which any **Insured** was not legally entitled.

   However, this exclusion shall not apply to **Claims Expenses** or the **Insurer's** duty to defend any such **Claim**, until there is a final, non-appealable adjudication in any underlying proceeding or action against the **Insured** as to such conduct or violation, at which time the **Insured** shall reimburse the **Insurer** for any **Claims Expenses** paid by the **Insurer**. Provided that:

   i. no conduct pertaining to any natural person **Insured** shall be imputed to any other natural person **Insured**; and

   ii. any conduct pertaining to any past, present, or future **Control Group Member**, other than a Rogue Actor, shall be imputed to an **Organization**. For purposes of this exclusion, "Rogue Actor" means a **Control Group Member** acting outside his or her capacity as such.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

CHUBB®

MONEY EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY

It is agreed that Section III, Exclusions, subsection B, Exclusions Applicable to Specific Insuring Agreements, is amended to add the following:

Money

solely with respect to Insuring Agreements E, and T, where applicable, alleging, based upon, arising out of, or attributable to any actual or alleged disappearance, theft, or other loss of money, securities, or cryptocurrencies:

a. owned by any **Insured**;
b. for which an **Insured** is legally obligated;
c. held by any **Insured** in any capacity, regardless of whether such **Insured** is legally obligated; or
d. for which any **Insured** fails to safeguard, including through the failure to prevent the dissemination, transmission, or communication of fraudulent payment instructions.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

CHUBB®

DUTY TO DEFEND A REGULATORY PROCEEDING

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY

It is agreed that Section IX, Defense And Settlement, is amended as follows:

1. Subsection A is deleted and replaced with the following:

   A. The **Insurer** shall have the right and duty to defend any **Claim** or **Regulatory Proceeding** brought against an **Insured**, even if such **Claim** or **Regulatory Proceeding** is groundless, false, or fraudulent.

   The **Insurer** shall consider the **Insured's** request regarding the appointment of counsel, but the **Insurer** shall retain the right to appoint counsel and to make such investigation and defense of a **Claim** or **Regulatory Proceeding** as it deems necessary.

2. Subsection B is deleted in its entirety.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

CHUBB®

OPTIONAL EXTENDED REPORTING PERIOD (ITEM 7) AMENDED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY

It is agreed that Item 7 of the Declarations, **Extended Reporting Period**, is deleted in its entirety and replaced with the following:

Item 7. **Extended Reporting Period**:

A. Additional Premium:	B. Additional Period:
100% of Annual Premium	12 months
150% of Annual Premium	24 months
175% of Annual Premium	36 months

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

CHUBB®

REPUTATIONAL EVENT WITH EXTENDED PERIOD OF ATTRITION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY

It is agreed that the **Policy** is amended as follows:

1. Item 4 of the Declarations, Limits of Insurance, Retentions and Insurance Agreement(s) Purchased, subsection B, Business Interruption and Extra Expense, is amended by adding the following:

	Each **Cyber Incident** Limit	Aggregate Limit for all **Cyber Incidents**	Each **Cyber Incident** Retention
3. **Reputational Event Attrition Loss**	$100,000	$100,000	$5,000

2. Section I, Insuring Agreements, Insuring Agreement B, Business Interruption and Extra Expenses, is deleted and replaced with the following:

   B. *BUSINESS INTERRUPTION AND EXTRA EXPENSES*

   The **Insurer** will pay:

   1. the **Business Interruption Loss** and **Extra Expenses** incurred by an **Insured** during the **Period of Restoration** resulting directly from a **Cyber Incident** which first occurs during the **Policy Period**, plus after the expiration of the **Observation Period**, any resulting **Customer Attrition Expenses** and **Customer Attrition Loss** incurred by the **Insured** during the **Period of Attrition**;

   2. the **Contingent Business Interruption Loss** and **Extra Expenses** incurred by an **Insured** during the **Period of Restoration** resulting directly from a **Cyber Incident** which first occurs during the **Policy Period**; and

   3. after the expiration of the **Observation Period**, the **Customer Attrition Expenses** and **Customer Attrition Loss** incurred by an **Insured** during the **Period of Attrition** resulting directly from a **Reputational Event** first discovered and reported during the **Policy Period**.

3. Section II, Definitions, is amended as follows:

   A. The definition of **Costs** is amended by adding the following:

      7. **Customer Attrition Expenses**; or

      8. **Customer Attrition Loss**.

   B. The following definitions are added:

   - **Customer Attrition Loss** means:

      1. with respect to Insuring Agreement B.1., the difference between the amount of the **Insured's** net profit actually earned before income taxes and the amount of the **Insured's** net profit that would have been earned before income taxes had no **Interruption in Service** occurred, but only if such difference can be proven by a quantifiable reduction in seasonally-adjusted daily revenue amounts caused by damage to the **Insured's** reputation as a direct result of the **Interruption in Service**;

      2. with respect to Insuring Agreements B.3., the difference between the amount of the **Insured's** net profit actually earned before income taxes and the amount of the **Insured's** net profit that would

have been earned before income taxes had no **Reputational Event** occurred, but only if such difference can be proven by a quantifiable reduction in seasonally-adjusted daily revenue amounts caused by damage to the **Insured's** reputation as a direct result of the **Reputational Event**; and

provided that:

A. the **Insured** provides **Evidence** that the **Customer Attrition Loss** is a direct result of an **Interruption in Service** under Insuring Agreement B.1. or a **Reputational Event** under Insuring Agreement B.3., as applicable; and

B. the calculation of **Customer Attrition Loss** will be reduced by any quantifiable increase in the **Insured's** net profit actually earned before income taxes within the **Observation Period** which is in excess of the net profit that would have been earned before income taxes during the same time period had no **Interruption in Service** or **Reputational Event** occurred.

Customer Attrition Loss shall not include:

1. loss arising out of the diminution in value of money, securities, property, or any other item of value;
2. loss arising out of any liability to any third party as a result of a **Cyber Incident**, including **Damages**;
3. loss arising out of unfavorable business conditions, loss of market value, or any other consequential loss;
4. **Claims Expenses**;
5. **Cyber Incident Response Expenses**;
6. **Extra Expenses**; or
7. wages, salaries, or other compensation of directors, officers, similar executives, or employees of any **Insured**.

- **Customer Attrition Expenses** means costs incurred by an **Insured**, with the **Insurer's** prior consent, to retain the services of a third party forensic accounting firm to determine the amount of **Customer Attrition Loss**.
- **Evidence** means:
  1. written, posted, or printed media material displayed, shared, or published in the public domain (either online or hardcopy) that details or discusses the **Insured's Cyber Incident**; or
  2. any other written material demonstrating a direct link between the **Insured's Cyber Incident** and **Customer Attrition Loss**, such as communications from the **Insured's** customers, but only if such other written material is deemed by an independent forensic adjustor to be legitimately created by a third party not related to the **Insured**.
- **Observation Period** means the continuous period of time that begins on the date which immediately follows the last date of the **Period of Attrition**, and continues for the same amount of days that are stated in paragraph 3.b. of the **Period of Attrition** definition, regardless of when the **Period of Attrition** actually ends. For purposes of calculating the continuous period of time, the date that immediately follows the **Period of Attrition** is considered day 1.
- **Period of Attrition** means the continuous period of time that:
  1. with respect to Insuring Agreement B.1., begins with the date which immediately follows the last date of the **Period of Restoration**; and
  2. with respect to Insuring Agreement B.3., begins with the earliest of either:
     a. the first date that **Evidence** of the **Insured's Cyber Incident**, as defined in paragraph 1.b. of such definition, is dated, published, or posted; or

b. the date when the **Insured** first sends written notification to those natural persons whose **Protected Information** was wrongfully disclosed or otherwise compromised as a result of such **Cyber Incident**; and

3. with respect to Insuring Agreements B.1. and B.3., ends on the earliest date of either:

a. the earliest date that the **Insured's** customer counts and seasonally-adjusted daily revenue amounts recover to the same level that would have existed had there been no **Interruption in Service** or **Reputational Event**, so long as such recovery is subsequently sustained on an average daily basis over the course of at least ten business days. Such ten-day period shall not be considered part of the **Period of Attrition**; or

b. Ninety (90) days after the **Period of Attrition** has begun.

- **Reputational Event** means a **Cyber Incident**, as defined in paragraph 1.b. of such definition, followed by written notification by the **Insured** to those natural persons whose **Protected Information** was wrongfully disclosed or otherwise compromised as a result of such **Cyber Incident**, but only if such notification by the **Insured** was:

1. required to comply with **Privacy or Cyber Laws**; or

2. made with the **Insurer's** prior consent.

4. Section VI, Limits of Insurance, is amended by adding the following:

- MAXIMUM LIMIT OF INSURANCE FOR CUSTOMER ATTRITION LOSS AND CUSTOMER ATTRITION EXPENSES RESULTING FROM AN INTERRUPTION IN SERVICE

A. Subject to Section VI, LIMITS OF INSURANCE, the **Insurer's** maximum limit of insurance for all **Customer Attrition Loss** and **Customer Attrition Expenses** resulting directly from an **Interruption in Service** under Insuring Agreement B.1. shall be:

$100,000 (the "Interruption in Service Customer Attrition Sublimit").

This Interruption in Service Customer Attrition Sublimit shall be part of and not in addition to:

a. the Each **Cyber Incident** Limit; and

b. the Aggregate Limit for all **Cyber Incidents**,

set forth in Item 4.B.1. of the Declarations for this **Policy**.

The Interruption in Service Customer Attrition Sublimit shall also be part of and not in addition to the Maximum Policy Aggregate Limit of Insurance set forth in Item 3.B. of the Declarations and will in no way serve to increase the **Insurer's** maximum liability under the **Policy**. The **Insurer's** obligation to reimburse **Customer Attrition Loss** or **Customer Attrition Expenses** because of an **Interruption in Service** under Insuring Agreement B.1. is in excess of the **Insured's** applicable Retention amount as set forth in Item 4.B.1., and once the applicable **Waiting Period** shown in Item 4.B.1. of the Declarations has expired.

B. Notwithstanding the foregoing, if the field above in paragraph A of this subsection is left blank or N/A is shown, then the Limits of Insurance shown in Item 4.B.1. of the Declarations shall apply to the sum of all **Customer Attrition Loss** and **Customer Attrition Expenses** resulting directly from an **Interruption in Service**.

C. There shall be no coverage for **Customer Attrition Loss** or **Customer Attrition Expenses** as a direct result of an **Interruption in Service** other than with respect to Insuring Agreement B.1.

- MAXIMUM LIMIT OF INSURANCE FOR CUSTOMER ATTRITION LOSS AND CUSTOMER ATTRITION EXPENSES RESULTING FROM A REPUTATIONAL EVENT

Subject to Section VI, LIMITS OF INSURANCE, the **Insurer's** maximum limit of insurance for all **Customer Attrition Loss** and **Customer Attrition Expenses** resulting directly from a **Reputational Event** under Insuring Agreement B.3. shall be the applicable Limits shown in Item 4.B.3.

of the Declarations, as amended by this endorsement, which shall be part of and not in addition to the Maximum Policy Aggregate Limit of Insurance set forth in Item 3.B. of the Declarations and will in no way serve to increase the **Insurer's** maximum liability under the **Policy**. The **Insurer's** obligation to reimburse **Customer Attrition Loss** or **Customer Attrition Expenses** because of a **Reputational Event** under Insuring Agreement B.3. is in excess of the **Insured's** applicable Retention amount as set forth in Item 4.B.3 of the Declarations, as amended this endorsement. There shall be no coverage for **Customer Attrition Loss** or **Customer Attrition Expenses** as a direct result of a **Reputational Event** other than with respect to Insuring Agreement B.3.

- MAXIMUM LIMIT OF INSURANCE FOR ALL CUSTOMER ATTRITION LOSS

  Notwithstanding anything to the contrary in this **Policy**, if **Customer Attrition Loss** and **Customer Attrition Expenses** are covered under both Insuring Agreement B.1. and Insuring Agreement B.3., the **Insurer's** maximum limit of insurance for all **Customer Attrition Loss** and **Customer Attrition Expenses** shall not exceed the largest applicable **Customer Attrition Loss** limit.

5. Section X, Proof of Loss for First Party Insuring Agreements, subsection B, is deleted and replaced with the following:

   B. In addition to an **Insured's** proof of loss as set forth in Subsection A above, with respect to Insuring Agreement B, the **Business Interruption Loss**, **Contingent Business Interruption Loss**, and **Customer Attrition Loss** will be determined taking full account and due consideration of such **Insured's** proof of loss and the trends or circumstances which affect the profitability of the business and would have affected the profitability of the business had the **Business Interruption Loss**, **Contingent Business Interruption Loss**, or **Customer Attrition Loss** not occurred, including all material changes in market conditions or adjustment expenses which would affect the net profit generated, as well as income derived from substitute methods, facilities, or personnel used by the **Insured** to maintain its revenue stream. However, the **Insurer's** adjustment will not include the **Insured's** increase in income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of a **Malicious Computer Act** on others.

All other terms, conditions and limitations of this **Policy** remain unchanged.

CHUBB®

INVOICE FRAUD FINANCIAL LOSS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY

It is agreed that the **Policy** is amended as follows:

1. Section II, Definitions, is amended as follows:
   a. Paragraph 2 of the definition of **Digital Data Recovery Costs** is deleted and replaced with the following:
      2. **Telephone Fraud Financial Loss**; or
      3. **Invoice Fraud Financial Loss**,
   b. The following definition is added:

      Invoice Fraud Financial Loss means the total amount of uncollectable accounts receivable for which the **Organization** is unable to collect payment, solely as a result of:

      1. the fraudulent infiltration and manipulation of the **Insured's Computer System** or a **Shared Computer System** from a remote location, followed by
      2. the release or distribution of any fraudulent invoice or fraudulent payment instructions to a third party, by the actor responsible for such infiltration or manipulation, for actual amounts owed by such third party for products or services provided by an **Insured**, followed by
      3. such third party actually sending payment to such actor prior to, or within 48 continuous hours of, any **Insured** first discovering that any fraudulent invoices or fraudulent payment instructions were being released or distributed to any third parties purportedly on the **Insured's** behalf, followed by
      4. the exhaustion of all reasonable efforts by the **Insured** to recover such payment, including seeking the third party's assistance in such efforts; provided, however, the **Insured** shall not be required to file or threaten suit against the third party for purposes of this numbered paragraph 4.

      Provided that, if such uncollectable accounts receivable are associated with products or services provided by the **Insured**, then **Invoice Fraud Financial Loss** shall be limited to the **Insured's** variable input costs associated with the provision of such products or services, and therefore shall not include any gross profit margin associated with such products or services.

      Invoice Fraud Financial Loss shall not include any loss of profit, or profit margin, associated with the products or services for which **Organization** was unable to collect payment from the third party.

2. Section VI, Limits of Insurance, is amended by adding the following:

   • MAXIMUM LIMIT OF INSURANCE FOR INVOICE FRAUD FINANCIAL LOSS

   A. Subject to Section VI, LIMITS OF INSURANCE, the **Insurer's** maximum limit of insurance for all **Invoice Fraud Financial Loss** under Insuring Agreement C shall be:

$100,000 (the "Invoice Fraud Financial Loss Sublimit").

   This Invoice Fraud Financial Loss Sublimit shall be part of and not in addition to:

   a. the Each **Cyber Incident** Limit; and
   b. the Aggregate Limit for all **Cyber Incidents**,

   set forth in Item 4.C. of the Declarations for this **Policy**.

The Invoice Fraud Financial Loss Sublimit shall also be part of and not in addition to the Maximum Policy Aggregate Limit of Insurance set forth in Item 3.B. of the Declarations and will in no way serve to increase the **Insurer's** maximum liability under the **Policy**. The **Insurer's** obligation to reimburse **Invoice Fraud Financial Loss** under Insuring Agreement C is in excess of the **Insured's** applicable Retention amount as set forth in Item 4.C.

B. Notwithstanding the foregoing, if the field above in paragraph A of this subsection is left blank or N/A is shown, then the Invoice Fraud Financial Loss Sublimit shall be one hundred thousand dollars ($100,000).

C. There shall be no coverage for **Invoice Fraud Financial Loss** other than with respect to Insuring Agreement C.

All other terms, conditions and limitations of this **Policy** remain unchanged.

Kentucky Local Government Premium Tax Schedule

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The tax amount shown on the Declarations for the Kentucky Local Government Premium Tax is the sum of the tax amounts for each taxing jurisdiction shown below. Each tax amount includes the tax prescribed by the State of Kentucky in accordance with KRS 91A.080 and a collection fee pursuant to KRS. 91A.080(4) and 806 KAR. 2:090.

Taxing Jurisdiction	**Tax Amount**
	$303.43

CHUBB®

AMENDATORY ENDORSEMENT – KENTUCKY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY

IF THERE IS ANY CONFLICT BETWEEN THE **POLICY**, OTHER ENDORSEMENTS TO THE **POLICY** AND THIS ENDORSEMENT, THE TERMS PROVIDING THE BROADEST COVERAGE INSURABLE UNDER APPLICABLE LAW SHALL PREVAIL.

It is agreed that this **Policy** is amended as follows:

1. The last sentence of subsection (B) Acquisition of The Named Insured of Section XIII. Material Changes In Exposure is deleted and replaced with the following:

   Upon the occurrence of any event described in B.1. or B.2. above, this **Policy** shall be non-cancellable by the **Named Insured**.

2. Section XIV, Representations, subsection C., is amended by replacing the phrase: "However, in the event that such **Application** contains any misrepresentations made with the actual intent to deceive or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by the **Insurer** under this **Policy**," with the following:

   In the event that the **Application** contains any statement, representations, or information that is:

   (1) Fraudulent; or

   (2) Material either to the acceptance of the risk, or to the hazard assumed by the **Insurer**; or

   (3) The **Insurer** in good faith would either not have issued this **Policy**, or would not have issued it at the same premium rate, or would not have issued this **Policy** in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the **Insurer** as required either by the **Application** for this **Policy**, or contract, or otherwise,

3. Section XV, Termination of this Policy, is amended to add the following:

   No notice of non-renewal by the **Insurer** is required if the **Insurer** has given the **Named Insured** notice of its willingness to renew by mailing or delivering to the **Named Insured** a renewal notice, bill, certificate, or renewal **Policy** at least thirty (30) days before the expiration of the **Policy Period** with the amount of the renewal premium charge and due date. If the renewal premium is not received on or before the due date, the **Insurer** shall, within fifteen (15) days, deliver or mail to the **Named Insured** a notice that the **Policy** was not renewed and the date on which coverage under it ceased to exist.

If the **Insurer** offers a renewal with an increase in premium of more than twenty-five percent (25%) of the premium for the immediately preceding **Policy Period**, the **Insurer** will mail or deliver to the **Named Insured** and the agent of record, if any, at least seventy-five (75) days' advance written notice of such increase.

Proof of mailing of any notice of termination, non-renewal, or conditional renewal shall be sufficient proof of notice.

4. Section XXII, Alternative Dispute Resolution, subsection A, is deleted and replaced with the following:

   A. The **Insureds** and the **Insurer** may, under mutual agreement, submit any dispute or controversy arising out of or relating to this **Policy** or the breach, termination, or invalidity thereof to the alternative dispute resolution ("ADR") process set forth in this Section.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.