

## RISK E-BUSINESS CYBER LOSS & LIABILITY INSURANCE POLICY

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#### NOTICE OF IMPORTANT PROVISIONS

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The forms and endorsements listed on the **FORMS AND ENDORSEMENT SCHEDULE** attached to this policy are important provisions and modify coverages or conditions under this Policy. **PLEASE READ THEM CAREFULLY.**

**Great American Insurance Group**

## RISK E-BUSINESS CYBER LOSS & LIABILITY INSURANCE POLICY

THIS POLICY PROVIDES BOTH LOSS EXPENSE COVERAGE FOR INCIDENTS DISCOVERED AND LIABILITY EXPENSE COVERAGE FOR CLAIMS MADE DURING THE POLICY PERIOD. ANY SUCH INCIDENTS OR CLAIMS MUST ALSO BE REPORTED IN WRITING TO THE INSURER DURING THE POLICY PERIOD AND IN ACCORDANCE WITH ALL OTHER TERMS AND CONDITIONS OF THIS POLICY. DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMIT OF INSURANCE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

In consideration of the payment of premium and in reliance upon all statements made and information furnished to the **Insurer**, including the statements made in the **Application**, and subject to all terms, conditions and limitations in this Policy, the **Insured** and **Insurer** agree as follows:

### SECTION I. INSURING AGREEMENTS

#### A. LOSS EXPENSE COVERAGE

The **Insurer** will pay on behalf of the **Insured** all **Loss Expense** directly resulting from a **Privacy Incident**, **Network Security Incident**, **System Failure Incident** or **Cyber Crime Incident**, first discovered by any **Insured** during the **Policy Period**, and reported to the **Insurer** pursuant to SECTION V. GENERAL TERMS AND CONDITIONS, C., Notice.

#### B. LIABILITY EXPENSE COVERAGE

The **Insurer** will pay on behalf of the **Insured** all **Liability Expense** for a **Claim** first made against any **Insured** and reported to the **Insurer** during the **Policy Period** or Extended Reporting Period (if applicable) directly resulting from a **Privacy Incident**, **Network Security Incident**, or **Media Incident**, first discovered by any **Insured** during the **Policy Period** and reported to the **Insurer** pursuant to SECTION V. GENERAL TERMS AND CONDITIONS, C., Notice.

### SECTION II. SUPPLEMENTAL COVERAGE

#### A. BETTERMENT EXPENSE

If the **Insured Organization** is required to create or improve internal policies or practices as part of **PCI Costs** or **Regulatory Costs**, then the **Insurer** will pay on behalf of the **Insured Organization** the reasonable and necessary costs incurred by the **Insured Organization**, with the **Insurer's** prior consent and which consent will not be unreasonably withheld, to create or improve the **Insured Organization's** internal policies or practices. Such costs must be incurred as a direct result of a **Privacy Incident** or **Network Security Incident**. Betterment Expense is subject to a maximum limit of \$25,000 which is part of the policy aggregate limit as indicated in the Declarations.

#### B. REWARD EXPENSE

The **Insurer** will pay on behalf of the **Insured Organization** reward money offered for information that leads to the arrest and conviction of person(s) responsible for making a covered **Extortion Threat**. Such coverage does not apply to any reward money offered or paid to any **Insured(s)**; to external auditors or investigators working under contract with the **Insured Organization**; to law enforcement; or in connection with an **Extortion Threat** made by any entity that is directly or indirectly controlled, operated, or managed by the **Insured Organization** or with whom the **Insured Organization** has entered into any agreement. Reward Expense is subject to a maximum limit of \$25,000 which is part of the policy aggregate limit as indicated in the Declarations.

**C. ATTENDANCE EXPENSE – HEARINGS AND TRIALS**

The **Insurer** will pay, subject to the **Insurer's** prior consent, and which consent will not be unreasonably withheld, the salaries, wages, and other expenses required for a past, present or future director, officer board member, trustee, owner, partner, principal, manager, employee (including full time, part time, temporary, leased, and seasonal) or volunteer of the **Insured Organization** to attend, at the **Insurer's** request, any consultation with defense counsel, mediation, arbitration, hearing, depositions, or trial in connection with the investigation and defense of a **Claim**. Attendance Expense -- Hearings and Trials is subject to a maximum limit of \$25,000 which is part of the policy aggregate limit as indicated in the Declarations.

**SECTION III. DEFINITIONS**

- A. Application** means the application accepted for the issuance of this Policy by the **Insurer**, including any and all materials and information submitted to the **Insurer** in connection with such application.
- B. Botnet Attack** means the unauthorized use of any **Insured's Computer System** by a third party solely for the purpose of launching a denial of service attack upon another third party.
- C. Bricking Costs** means the necessary costs incurred by the **Insured Organization**, with the **Insurer's** prior written consent, such consent will not be unreasonably withheld, to replace physical, tangible components of the **Computer System** which have been impaired and cannot function as intended directly caused by a **Network Security Incident**. Provided however, the **Insurer**, at its sole discretion, has determined such replacement is: (1) more practical and cost effective than to repair or restore such affected components of the **Computer System** or (2) such affected components of the **Computer System** are permanently unstable or vulnerable to another **Network Security Incident**. **Bricking Costs** does not include **Restoration**.
- D. Business Impersonation** means fraudulent communications from a third party (including communications transmitted by website, email, or phone call) designed to impersonate the **Insured Organization** or any **Insured**, with the goal of deceiving any individual, or any vendor or supplier of the **Insured Organization**, into sharing credentials or **Protected Information** with such third party.
- E. Business Impersonation Costs** means costs to inform potentially impacted individuals, vendors, or suppliers of a **Business Impersonation**.
- F. Business Interruption Loss** means **Income Loss** and **Extra Expense** incurred by the **Insured Organization**, during the **Period of Recovery** or **Extended Business Interruption Loss Period** which exceeds the **Waiting Period** and resulting from the actual and measurable interruption or suspension of the **Computer System** that arises out of a **Network Security Incident** or **System Failure Incident**.
- G. Claim** means any: (1) written demand for money or non-monetary relief, written demand for arbitration or written request to toll or waive a statute of limitations received by any **Insured**; (2) civil proceeding in a court of law or equity, including any appeal therefrom, which is commenced by the filing of a complaint, motion for judgment or similar pleading against any **Insured**; (3) administrative or regulatory investigation, inquiry, proceeding, prosecution or governmental action against any **Insured** solely with respect to a **Privacy Incident**; or (4) written notice received by any **Insured** for **PCI Costs** from a third party, with whom the **Insured Organization** has entered into a **Payment Card Services Agreement**, as a result of actual or alleged non-compliance with the **PCI DSS**.
- H. Computer System** means (1) computer hardware, software, firmware and associated input and output devices; (2) wireless devices, voice based telecommunication systems; (3) operating systems and associated input, output, processing, data storage, and mobile devices; (4) networks, networking equipment, application software, storage area networks; (5) other electronic data storage or backup facilities and peripheral communication equipment and systems; which are leased, owned or operated by the **Insured Organization** in support of its business operations.
- I. Contingent Business Interruption Loss** means **Income Loss** and **Extra Expense** incurred by the **Insured Organization** during the **Period of Recovery** or **Extended Business Interruption Loss Period**, which exceeds the **Waiting Period** and resulting from the actual and measurable interruption or suspension of a **Third Party**

**Network** that arises out of a **Network Security Incident** or **System Failure Incident**. **Contingent Business Interruption Loss** is subject to a policy aggregate limit as indicated in Item 3(a.1.) of the Declarations.

- J. Control Group** means: (1) the Owner, (2) President, (3) Chief Executive Officer, (4) Chief Operating Officer, (5) Chief Financial Officer, (6) Chief Information Officer, (7) Chief Technology Officer, (8) Chief Security Officer, (9) Chief Privacy Officer, (10) General Counsel, (11) Partner, (12) Director of Risk Management or any individual in a position functionally equivalent to any of the aforementioned positions.
- K. Crisis Management** means public relations or crisis communication services for the purpose of protecting or restoring the reputation of, or mitigating financial harm to, any **Insured**.
- L. Cyber Crime Incident** means: (1) **Telecommunications Hack**, (2) **Social Engineering Attack**, (3) **Botnet Attack**, (4) **Cryptojacking Attack**, or (5) **Invoice Manipulation**.
- M. Cyber Crime Loss** means: (1) charges incurred by the **Insured Organization** from its telecommunications provider directly resulting from a **Telecommunications Hack**, a **Botnet Attack** or **Cryptojacking Attack**; (2) loss of funds directly resulting from a **Social Engineering Attack**; or (3) accounts receivable for which the **Insured Organization** is unable to collect payment directly resulting from an **Invoice Manipulation**. **Cyber Crime Loss** due to **Invoice Manipulation** is limited to the **Insured Organization's** variable input costs associated with the provision of its products or services, and therefore does not include any gross profit margin associated with such products or services. **Cyber Crime Loss** does not include any amounts reimbursed or reversed by a financial institution and is subject to a policy aggregate limit as indicated in Item 3 (a.2.) of the Declarations.
- N. Cryptojacking Attack** means the unauthorized use of or access to the **Computer System** by a third party solely to mine for digital currency, including cryptocurrency.
- O. Defense Expenses** means reasonable and necessary legal fees and expenses incurred on behalf of any **Insured** for the investigation or defense of a **Claim**.
- P. Extortion Costs** means: (1) reasonable and necessary expenses to investigate the cause of an **Extortion Threat** and to discover if a **Privacy Incident** has occurred; or (2) payment amounts, including the actual costs to execute such payment amounts (whether in digital currency or traditional currency) in response to an **Extortion Threat**.
- Q. Extortion Threat** means a credible threat to cause a **Privacy Incident** or **Network Security Incident** and includes a **Ransomware Event**.
- R. Extended Business Interruption Loss Period** means the period of ninety (90) days following expiration of the **Period of Recovery** during which the **Insured Organization** incurs **Reputational Harm Loss**.
- S. Extra Expense** means the reasonable and necessary costs incurred by the **Insured Organization**, with the **Insurer's** consent, and which consent will not to be unreasonably withheld, in excess of its normal operating expenses to reduce or avoid **Income Loss**. **Extra Expense** does not include: (1) **Restoration**; (2) **Bricking Costs**; (3) costs to identify or remove software program errors, or to establish, implement or improve network or data security practices, policies or procedures, other than coverage provided in SECTION II, SUPPLEMENTAL COVERAGE, A., Betterment Expense; (4) costs or expenses that exceed the amount of **Income Loss** that is thereby reduced or avoided; or (5) consequential damages or penalties of any nature, however denominated, arising by contract.
- T. Forensics** means investigation and analysis of the **Computer System** to determine the cause and scope of a **Privacy Incident** or a **Network Security Incident**. **Forensics** does not include **Incident Response**.
- U. Identity Monitoring Services** means credit monitoring, identity monitoring or identity restoration services for a period of up to two years (or more if required by law) for individuals whose **Protected Information** was or may have been impacted as a direct result of a **Privacy Incident**.

- V. **Incident Response** means the costs and expenses charged by any law firm designated by the **Insurer** to coordinate the investigation and response efforts following a **Privacy Incident** or a **Network Security Incident**.
- W. **Income Loss** means the **Insured Organization's** net profit before income taxes that the **Insured Organization** would have earned, or the net loss before income taxes that the **Insured Organization** is unable to avoid, in addition to operating costs that necessarily continue (including payroll) during the **Period of Recovery**.
- X. **Insured** means the **Insured Organization** as well as any past, present or future directors, officers, board members, trustees, owners, partners, principals, managers, employees (including full time, part time, temporary, leased, and seasonal) and volunteers but only for acts performed within the scope of their duties on behalf of the **Insured Organization**.
- Y. **Insured Organization** means the **Named Insured** and any **Subsidiary** of the **Named Insured**.
- Z. **Insurer** means the entity issuing the Policy listed on the Declarations.
- AA. **Interrelated Incident** means any **Privacy Incident, Network Security Incident, Cyber Crime Incident, Media Incident** or **Systems Failure Incident** that have a common nexus of any: (1) fact, circumstance, situation, event, transaction or cause; or (2) series of causally connected facts, circumstances, situations, events, transactions or causes.
- BB. **Invoice Manipulation** means the release or distribution of any fraudulent payment instructions or fraudulent invoice to a third party as a direct result of a **Network Security Incident**.
- CC. **Liability Expense** means: (1) **Defense Expenses**; (2) monetary damages any Insured becomes legally obligated to pay including pre-judgment interest, post-judgment interest, judgments, or settlements; (3) punitive, exemplary, or multiplied damages but only to the extent such damages are insurable under the applicable law most favorable to the insurability of such damages; (4) **Regulatory Costs**; or (5) **PCI Costs**. **Liability Expense** does not include: (1) **Loss Expense**; (2) taxes, the return or repayment of fees, deposits, commissions, royalties, future profits or charges for goods or services; (3) the costs incurred in the recall, re-performance or correction of services, content, goods or activities; costs to comply with injunctive or other non-monetary relief, including specific performance or any agreement to provide such relief; (4) liquidated damages pursuant to a contract, to the extent such amount exceeds the amount for which the **Insured Organization** would have been liable in the absence of such contract; or (5) matters which are uninsurable pursuant to the law applicable to the Policy.
- DD. **Loss Expense** means the reasonable and necessary costs charged by third party service providers and incurred by the **Insured Organization** with the **Insurer's** consent, and which consent will not be unreasonably withheld, for **Bricking Costs, Business Impersonation Costs, Crisis Management, Extortion Costs, Forensics, Identity Monitoring Services, Incident Response, Notification or Restoration**. **Loss Expense** also means reimbursement of **Business Interruption Loss, Contingent Business Interruption Loss** or **Cyber Crime Loss**. **Loss Expense** does not include **Liability Expense**.
- EE. **Malicious Cyber Incident** means the intentional (1) unauthorized access to or use of the **Computer System** or **Third Party Network**; (2) alteration, corruption, damage, manipulation, misappropriation, theft, deletion or destruction of the **Computer System** or **Third Party Network**, or data stored in either of them; (3) creation, transmission, or introduction of a computer virus or harmful code directed against the **Computer System** or **Third Party Network**; or (4) restriction or inhibition of access, including denial of service attacks, upon or directed against the **Computer System** or **Third Party Network**.
- FF. **Malicious Cyber Operation** means the intentional use of computer hardware, software, firmware and associated input and output devices, by a sovereign state or an organization designated as a Specially Designated Global Terrorist under the U.S. Department of the Treasury Specially Designated Nationals List, to disrupt, deny, degrade, manipulate, or destroy another's information.
- GG. **Media Content** means any data, text, sounds, images, graphics, music, photographs, or advertisements, and

includes video, streaming content, webcasts, podcasts, blogs, online forums, and chat rooms. However, **Media Content** does not include computer software, software technology, or the actual goods, products, or services described, illustrated, or displayed in such **Media Content**.

**HH. Media Incident means any actual or alleged:**

- (1) Defamation, slander, libel, or product disparagement of a person, organization or product; provided, that the **Claim** is made by the person or organization that claims to have been defamed, slandered or libeled, or by a person or organization that claims that his, her or its products have been disparaged;
- (2) Misappropriation of a person's name or likeness; publicity that places a person in a false light; or the public disclosure of private facts about a person;
- (3) Infringement of slogan, trademark, trade name, trade dress, service mark or service name;
- (4) Copyright infringement, plagiarism, passing off, piracy, or other misappropriation of intellectual property rights; or
- (5) Improper deep linking or framing;

directly resulting from publication of **Media Content** on the **Insured Organization's** website, in its printed material, or posted by or on behalf of, and authorized by, the **Insured Organization** on any social media site.

**II. Named Insured** means the organization stated in Item. 1 of the Declarations.

**JJ. Negative Publicity** means adverse media coverage which follows a **Privacy Incident, Network Security Incident, System Failure Incident** or **Cyber Crime Incident**. **Negative Publicity** does not include substitute notice of a **Privacy Incident**.

**KK. Network Security Incident** means: (1) unauthorized access to or use of the **Computer System**; (2) denial of service attack upon or directed at the **Computer System**; or (3) malicious code or computer virus created or transmitted by or introduced into the **Computer System**. Solely with respect to, **Business Interruption Loss, Contingent Business Interruption Loss** and **Restoration, Network Security Incident** also means: (1) unauthorized access to or use of a **Third Party Network**; (2) denial of service attack upon or directed at a **Third Party Network**; or (3) malicious code or computer virus created or introduced into a **Third Party Network**.

**LL. Notification** means sending notice and providing call center services for individuals whose **Protected Information** was or may have been impacted as a direct result of a **Privacy Incident**.

**MM. Payment Card Services Agreement** means a written agreement between the **Insured Organization** and a financial institution, a payment card company or payment card processor which enables the **Insured Organization** to accept credit, debit, prepaid or other payment cards as donations accepted by the **Insured Organization** or as payment for goods or services provided by the **Insured Organization**.

**NN. PCI Costs** means amounts the **Insured Organization** is legally obligated to pay under a **Payment Card Services Agreement** including: (1) monetary assessments; (2) fines; (3) penalties; (4) chargebacks; (5) reimbursements; (6) fraud recoveries; (7) forensic investigation costs; or (8) costs or expenses incurred in connection with a **PCI DSS** compliance audit. **PCI Costs** does not include any amount levied against the **Insured Organization** for non-compliance with **PCI DSS** that continues after the **Insured Organization** has notice of such non-compliance.

**OO. PCI DSS** means the Payment Card Industry Data Security Standards now in effect or as amended.

**PP. Period of Recovery** begins at the time of interruption or suspension of the **Computer System** and ends when the

**Computer System** is restored, or in the exercise of due diligence and dispatch could have been restored, to the same functionality and level of service that existed prior to the interruption or suspension. In no event will the **Period of Recovery** exceed ninety (90) days.

- QQ. Policy Period** means the period of time from the inception date of this Policy shown in the Declarations to the expiration date shown in the Declarations, or its earlier cancellation or termination date.
- RR. Privacy Incident** means failure to prevent unauthorized access, unauthorized use, unauthorized disclosure, theft, or misappropriation of **Protected Information** by: (1) any **Insured**; (2) a third party for whom the **Insured Organization** is legally responsible; or (3) a service provider under written contract with the **Insured Organization** to process, store, or maintain **Protected Information** on behalf of the **Insured Organization**. **Privacy Incident** also means the violation of the **Insured Organization's** privacy policy unintentionally committed by any **Insured**.
- SS. Protected Information** means: (1) any non-public personally identifiable information (including personal health information), whether in electronic form, paper or otherwise, as defined in any federal, state, local or foreign privacy protection law; and (2) any confidential or proprietary information of a third party provided to the **Insured Organization** and protected under a previously executed confidentiality agreement for which the **Insured Organization** is legally responsible to maintain in confidence.
- TT. Ransomware Event** means a monetary demand made subsequent to a **Network Security Incident** or a **Privacy Incident** which, if satisfied, would terminate such **Network Security Incident** or **Privacy Incident**.
- UU. Regulatory Costs** means: (1) amounts paid to a consumer-redress fund; (2) fines; or (3) penalties imposed by a federal, state, local or foreign governmental entity in such entity's regulatory or official capacity due to a **Privacy Incident**.
- VV. Reputational Harm Loss** means **Income Loss** and **Extra Expense** incurred during the **Extended Business Interruption Period** due to **Negative Publicity**.
- WW. Restoration** means recovery of the **Computer System** and re-creation, re-collection or recover of electronic data that is collected, transmitted, processed, stored, or backed up on the **Computer System** or **Third Party Network**, that is compromised as a direct result of a **Network Security Incident**. If such **Computer System** cannot be recovered or electronic data cannot be re-created, re-collected, or recovered, then **Restoration** is limited to the costs to make this determination. In no case will the **Restoration** extend beyond twelve (12) months from the start of efforts to recover the **Computer System** or re-create, re-collect or recover electronic data. **Restoration** does not include **Bricking Costs**.
- XX. Social Engineering Attack** means the manipulation or deception, by an unauthorized third party of a director, officer, board member, trustee, owner, partner, principal, manager, or employee of the **Insured Organization**, who is authorized to request or make payments on behalf of the **Insured Organization**. The manipulation or deception must be accomplished by the transmission of fraudulent communications by the unauthorized third party, and cause the director, officer, board member, trustee, owner, partner, principal, manager, or employee to transfer, pay or deliver the **Insured Organization's** money to an unintended third party recipient.
- YY. Subsidiary** means any entity while the **Named Insured**: (1) owns more than 50% of such entity's outstanding voting securities, partnership or membership interests; (2) has the right to elect or appoint a majority of such entity's directors, officers, managers or trustees; or (3) has sole control over such entity's management structure pursuant to a written contract. **Subsidiary** also means any entity that is acquired by the **Named Insured** during the **Policy Period** and whose annual revenues or **Protected Information** record count do not exceed 15% of the **Named Insured's**.
- ZZ. System Failure Incident** means any actual and measurable unintentional, unplanned, or unexpected **Computer System** or **Third Party Network** disruption, damage or outage that arises from a cause other than: (1) a **Network Security Incident**; (2) loss of or damage to any physical equipment or property; or (3) planned or scheduled outage or maintenance of any **Computer System** or **Third Party Network**.

- AAA. Telecommunications Hack** means the infiltration and manipulation by a third party of the **Insured Organization's** telephone or fax system in connection with its normal business operations.
- BBB. Third Party Network** means computer hardware, software and networking equipment owned, leased or operated by a person or organization, other than the **Insured Organization**, and who is operating under contract with the **Insured Organization** to provide business-process outsourcing services or information technology services in support of the **Insured Organization's** business operations.
- CCC. Waiting Period** means the number of consecutive hours specified in Item 5. of the Declarations that immediately follows the interruption or suspension of the **Computer System** or a **Third Party Network** and will apply to each **Period of Recovery**.

#### SECTION IV. EXCLUSIONS

The **Insurer** will not make any payment for any **Loss Expense, Liability Expense, Betterment Expense, Reward Expense** or **Attendance Expense – Hearings and Trials Expense**, arising out of:

- A.** Any actual or alleged dishonest, fraudulent, criminal, or malicious, act, error or omission or willful violation of any statute or regulation by or with the knowledge of the **Control Group** of the **Insured Organization**; provided, however, that this exclusion does not apply to **Defense Expenses** until there is an admission, plea of no contest, a final non-appealable adjudication, binding arbitration, or judgment in a proceeding establishing such conduct.
- B.** Any failure or termination of: (1) any core element of the internet, telecommunications, or global positioning system infrastructure that results in a regional, countrywide or global outage of such infrastructure; (2) any suspension, cancellation, revocation or failure to renew any domain names or uniform resource locators; (3) any failure of power supply, utilities, or electrical or mechanical failure, unless such services are under the **Insured Organization's** direct control; or (4) any government shut down of systems or services.
- C.** Any bodily injury, sickness, disease, or death, and includes mental injury, mental anguish, mental tension, emotional distress, pain and suffering or shock resulting from bodily injury, sickness, disease or death to any person.
- D.** Any physical injury to or destruction of tangible property and includes any resulting loss of use of such tangible property, provided, however, this exclusion does not apply to **Bricking Costs**.
- E.** Any actual or alleged loss, transfer or theft of monies, cryptocurrency, securities, non-fungible tokens, or tangible properties; provided, however, this exclusion does not apply to an otherwise covered **Cyber Crime Loss**. The **Insurer** also has no obligation to make any payment for a **Social Engineering Attack** arising out of any failure of any **Insured** to comply with SECTION V. GENERAL TERMS AND CONDITIONS, E., Funds Transfer Verification of Authenticity.
- F.** Any **Liability Expense** arising out of any actual or alleged violation of the Illinois Biometric Information Privacy Act ("BIPA") or any similar federal, state, local or foreign law. Nor will the Insurer make any payment for any **Liability Expense** arising out of a **Claim** alleging any **Privacy Incident, Network Security Incident** or **Media Incident** that is alleged in a **Claim** that also alleges any actual or alleged violation of the Illinois Biometric Information Privacy Act ("BIPA") or any similar local, state, federal or foreign law.
- G.** Any actual or alleged fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event.
- H.** Any actual or alleged discharge, dispersal, release or escape of toxic chemicals, liquids or gases, waste materials, pollutants, or any other contaminants.
- I.** Any actual or alleged violation of the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisors Act of 1940, the Organized Crime Control Act of 1970, the Employee Retirement Income Security Act of 1974, the Communications Decency Act of 1996 or any other similar local, state, federal, or foreign law including any amendments thereto or any rules or regulations promulgated in connection therewith, or any derivative suit.

- J. Any actual or alleged infringement or violation of the following intellectual property rights: patent, trade secret, or software copyright. Nor will the Insurer make any payment for any **Liability Expense** arising out of a **Claim** alleging any **Privacy Incident**, **Network Security Incident** or **Media Incident** that is alleged in a **Claim** that also alleges infringement or violation of patent, trade secret or software copyright.
- K. Any actual or alleged remuneration, profit, or other advantage to which the **Insured Organization** is not legally entitled or any actual or alleged reduction in economic or market value of data.
- L. Any actual or alleged unsolicited communication, false advertising, deceptive trade practice, restraint of trade, unfair competition or antitrust violation including violation of any local, state, federal, or foreign law governing the foregoing. Nor will the **Insurer** make any payment for any **Liability Expense** arising out of a **Claim** alleging any **Privacy Incident**, **Network Security Incident** or **Media Incident** that is alleged in a **Claim** that also alleges any actual or alleged unsolicited communication, false advertising, deceptive trade practice, restraint of trade, unfair competition, or antitrust violation, including violation of any local, state, federal, or foreign law governing the foregoing.
- M. Any **Claim** arising out of discrimination of any kind; any employment practices; or any employment relationship, including wrongful termination, dismissal or discharge, or any discrimination, harassment, or breach of an employment contract. However, this exclusion will not apply to an otherwise covered **Claim**, arising out of any actual or alleged disclosure or theft of **Protected Information** arising out of a **Network Security Incident** or a **Privacy Incident**.
- N. Any **Liability Expense** for a **Claim** brought or maintained by or on behalf of any **Insured**. Provided, however, this exclusion will not apply to an otherwise covered **Claim**, arising out of a **Privacy Incident**.
- O. Any: (1) **Claim**, **Privacy Incident**, **Network Security Incident**, **Cyber Crime Incident**, **Media Incident**, **System Failure Incident**, **Interrelated Incident** fact, circumstance, transaction or event which has been the subject of any written notice given under any other policy before the inception date of this Policy; (2) prior or pending litigation, regulatory or administrative proceeding or any **Claim** of which any member of the **Control Group** of the **Insured Organization** had knowledge or received notice prior to the inception date of this Policy or, if this Policy is a renewal of another policy issued by the **Insurer**, the first such insurance policy issued to the **Named Insured** by the **Insurer** and continuously renewed until the inception date of this Policy; or (3) any matter that prior to the inception date of this Policy, or if this Policy is a renewal of another policy issued by the **Insurer**, the first such insurance policy issued to the **Named Insured** by the **Insurer** and continuously renewed until the inception date of this Policy, any member of the **Control Group** of the **Insured Organization** knew or reasonably should have known could lead to a **Claim**, **Loss Expense** or **Liability Expense**.
- P. Any: (1) armed conflict, or the use of force by a sovereign state against another sovereign state (regardless of whether war is declared or not); (2) civil war, rebellion, revolution, or insurrection; (3) **Malicious Cyber Operation**; or (4) **Malicious Cyber Incident** committed in the course, furtherance or support of the events listed in (1), (2) or (3) above.

## SECTION V. GENERAL TERMS AND CONDITIONS

### A. Limit of Insurance and Retention

The aggregate limit of insurance as indicated in Item 3(a) of the Declarations is the maximum the **Insurer** is obligated to pay for all **Loss Expense** covered by the Policy. The aggregate limit of insurance as indicated in Item 3(b) of the Declarations is the maximum the **Insurer** is obligated to pay for all **Liability Expense** covered by the Policy. The aggregate policy limit as indicated in Item 3(c) of the Declarations is the maximum the **Insurer** is obligated to pay under the Policy for all **Loss Expense**, **Liability Expense** and SUPPLEMENTAL COVERAGE combined. The **Insurer** has no obligation to pay any **Loss Expense**, **Liability Expense** or SUPPLEMENTAL COVERAGE until the applicable Retention as indicated in Item 4 of the Declarations has been satisfied.

## B. Defense and Settlement

The **Insurer** has the right and duty to defend, and the right to select counsel to defend any **Insured** against any **Claim**, even if the allegations of the **Claim** are groundless, false, or fraudulent. The **Insurer's** duty to defend will cease upon the exhaustion of the **Liability Expense** aggregate limit of liability as indicated in Item 3(b) of the Declarations. The **Insured Organization** agrees not to make any payment, participate in any settlement, admit liability, assume obligation, or incur any **Loss Expense** or **Liability Expense** without the prior written consent of the **Insurer**, which consent will not be unreasonably withheld.

## C. Notice

### 1. Notice to Insurer

As a condition precedent to coverage under this Policy, the **Insured** must provide written notice to the **Insurer** of any **Privacy Incident, Network Security Incident, System Failure Incident** or **Cyber Crime Incident** as soon as possible after any **Insured** is made aware of such **Privacy Incident, Network Security Incident, System Failure Incident** or **Cyber Crime Incident** but in no event more than sixty (60) days after the **Privacy Incident, Network Security Incident, System Failure Incident** or **Cyber Crime Incident** is discovered by any **Insured**. However, an **Extortion Threat** must be reported immediately but in no case later than thirty-six (36) hours after the incident is discovered by the **Control Group** of the **Insured Organization**. The **Insured** may not incur any **Loss Expense** without the **Insurer's** prior consent and such consent will not be unreasonably withheld.

As a condition precedent to coverage under this Policy, the **Insured** must provide written notice to the **Insurer** of any **Claim** as soon as possible after the **Control Group** of the **Insured Organization** is made aware of such **Claim** but no later than sixty (60) days after the end of the **Policy Period** or end the Extended Reporting Period (if applicable). The **Insured** may not incur any **Liability Expense, Loss Expense, Betterment Expense, Reward Expense** or **Attendance Expense – Hearings and Trials**, without the **Insurer's** prior consent and such consent will not be unreasonably withheld.

### 2. Notice of Circumstance

If, during the **Policy Period** or Extended Reporting Period (if applicable), any **Insured** first becomes aware of a **Privacy Incident, Network Security Incident** or **Media Incident** which may reasonably give rise to a future **Claim** under this Policy and gives written notice to the **Insurer** of:

- a) the nature of the **Privacy Incident, Network Security Incident** or **Media Incident**;
- b) the parties involved;
- c) the injury or damages that has or may result therefrom; and
- d) the circumstances by which the **Insured** first became aware thereof;

then any **Claim** arising out of an **Interrelated Incident** that involves a **Privacy Incident, Network Security Incident** or **Media Incident** that is subsequently made against the **Insured** will relate back to and be deemed to have been made at the time any **Insured** gave such written notice of circumstances to the **Insurer**.

The **Insured** will provide written notice to the **Insurer** either to the mailing or email address set forth in Item 8. of the Declarations.

## D. Cooperation and Non-Disclosure

The **Insured Organization** must provide the **Insurer** with full assistance and cooperation and must provide all information deemed necessary to investigate any **Privacy Incident, Network Security Incident, Systems Failure Incident, Cyber Crime Incident** or **Media Incident**; settle any **Claim**; or pay any **Loss Expense** or **Liability Expense**. In the event of a **Privacy Incident, Network Security Incident, System Failure Incident, Cyber Crime Incident** or

**Media Incident** the **Insured Organization** will take every reasonable step to mitigate the loss, continue operations, preserve any contractual rights or remedies, and protect and preserve any property, **Computer System**, logs, books, records, reports or evidence which may be reasonably necessary in the adjustment of a **Claim** or **Loss Expense** or **Liability Expense**. In addition, as a condition precedent to any **Insured's** rights under this coverage, the **Insured** will use their best efforts to ensure that neither the existence of this coverage, nor the associated limits of insurance are disclosed, without the **Insurer's** consent and such consent will not to be unreasonably withheld.

**E. Funds Transfer Verification of Authenticity**

As a condition precedent to coverage under SECTION I. INSURING AGREEMENTS, A. LOSS EXPENSE COVERAGE, for **Loss Expense** arising out of a **Cyber Crime Incident**, prior to changing automated clearing house instructions, changing instructions for wire transfer of funds or changing any similar instructions, the **Insured** shall verify the authenticity of the instruction received from a purported employee, owner, vendor, customer, supplier, or other third party, including but not limited to routing numbers and account numbers, by calling the employee, owner, vendor, customer, supplier, or other third party via a method other than the original means of the request to verify the authenticity or validity of the request.

**F. Proof of Loss**

Requests for payment or reimbursement of **Loss Expense** incurred by the **Insured Organization** will be accompanied by a proof of loss. Such proof of loss must include, in detail, how the costs were calculated and what assumptions have been made, and will include any applicable reports, books of accounts, bills, invoices and other vouchers or proofs of payment made by the **Insured Organization** in relation to such **Loss Expense**. Furthermore, the **Insured Organization** will cooperate with, and provide any additional information reasonably requested by, the **Insurer** in its investigation of **Loss Expense**, including but not limited to the exercise of the **Insurer's** right to investigate and audit the proof of loss and inspect the records of the **Insured Organization**.

**Business Interruption Loss** or **Contingent Business Interruption Loss** will be determined by taking full account and due consideration of the **Insured Organization's** proof of loss in addition to business conditions affecting the **Insured Organization's** net profit, including net profit gained during the same period in the prior year, had the **Network Security Incident** or **System Failure Incident** not occurred. Under no circumstances will the determination include a potential increase in net profit the **Insured Organization** may have earned as a result of an increase in the volume of the **Insured Organization's** business due to potential favorable business conditions.

We may examine any **Insured** under oath, while not in the presence of any other **Insured** and at such times as may be reasonably required, about any matter relating to this insurance including the **Insured Organization's** books and records. In the event of an examination, the **Insured's** answers must be signed.

**G. Extended Reporting Period**

**1. Automatic Extended Reporting Period**

If this Policy is cancelled or non-renewed for any reason other than non-payment of premium, the **Named Insured** will have an automatic Extended Reporting Period, for a period of sixty (60) days after the end of the **Policy Period**.

**2. Additional Extended Reporting Period**

If this Policy is cancelled or non-renewed for any reason other than non-payment of premium, provided the **Named Insured** does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the **Named Insured** will have the right to purchase an Additional Extended Reporting Period within sixty (60) days after the end of the **Policy Period**. Such Additional Extended Reporting period will be for a period up to thirty-six (36) months after the end of the Automatic Extended Reporting Period and will be subject to an additional premium to be calculated based upon the annualized premium. The Additional Extended Reporting Period is non-cancelable and the additional premium for the Additional Extended Reporting Period will be fully earned at the time of purchase.

The Extended Reporting Period does not increase or reinstate any limits of insurance and does not provide coverage for **Loss Expense, Liability Expense**, Betterment Expense, Reward Expense, or Attendance Expense – Hearings and Trials, from any **Privacy Incident, Network Security Incident, System Failure Incident, Cyber Crime Incident** or **Media Incident** which first takes place after the end of the **Policy Period**. A change in terms, conditions, exclusions, or premiums of this Policy will not be considered a non-renewal for purposes of triggering the **Named Insured's** right to purchase an Additional Extended Reporting Period.

#### H. Cancellation and Non-Renewal

This Policy may be cancelled by the **Named Insured** at any time by written notice to the **Insurer** requesting such cancellation and the effective date. Upon cancellation, the **Insurer** will return any unearned premium on a prorata basis. The Policy may be cancelled by the **Insurer** only if the **Named Insured** does not pay the premium when due. Any such cancellation shall become effective no sooner than thirty (30) days after the date the notice is mailed to the **Named Insured**.

If the **Insurer** elects not to renew this Policy, the **Insurer** will provide notice to the **Named Insured** no less than seventy five (75) days, no more than one hundred and twenty (120) days, in advance of the expiration date of the **Policy Period**. Additionally, such notice will include the reason for the nonrenewal and the **Named Insured's** loss information for the period the policy has been in force with the **Insurer**.

With respect to all notices above, the **Insurer** will mail either: (1) registered or (2) first-class, written notice, to the **Named Insured** at the last known address. A copy of such notices will also be provided to the **Named Insured's** insurance agent or broker of record. A post office certificate of mailing such notices to the **Named Insured** at the last known mailing address will be conclusive proof of receipt of notice.

#### I. Spouses, Domestic Partners, Estates and Legal Representatives

Coverage under this Policy will extend to any **Claim** resulting from any **Privacy Incident, Network Security Incident** or **Media Incident** made against the lawful spouse or domestic partner of any **Insured** as well as the estate, heir or legal representative of any **Insured** who is deceased or legally incompetent, insolvent or bankrupt; however, no coverage is provided for any act, error or omission of said spouse, domestic partner, estate, heir or legal representative. It is further understood that all terms and conditions of this Policy apply to such **Claim** made against any **Insured's** spouse, domestic partner, estate, heir, or legal representative.

#### J. Application, Representations and Severability

The **Named Insured** represents that the particulars and statements contained in the **Application** are true, complete, and accurate. The **Named Insured** agrees that the Policy was issued in reliance upon the truth of those representations and such particulars and statements, which are deemed to be incorporated into and constitute part of this Policy and are the basis of this Policy. In the event there is any material misrepresentation, untruth, or omission in connection with any of the statements of facts in the **Application** then this Policy will be void with respect to: (1) any **Insured** who knew of such misrepresentation, untruth or omission; and (2) the **Insured Organization** but only if any member of the **Control Group** of the **Insured Organization** knew of such misrepresentation, untruth or omission.

#### K. Subrogation

In the event of any payment under this Policy, and there is the ability to recover against any third party, it is agreed that the **Insured Organization** tenders its rights of recovery to the **Insurer**. The **Insured Organization** also agrees to assist the **Insurer** in exercising such rights. If prior to the **Privacy Incident, Network Incident, System Failure Incident, Cyber Crime Incident** or **Media Incident** connected with such payment, the **Insured Organization** has agreed in writing to waive such rights of recovery against a third party, then the **Insurer** will not pursue its rights of recovery against said third party.

**L. Other Insurance**

If any **Loss Expense**, other than **Cyber Crime Loss**, covered by this Policy is also covered by any other valid and collectible insurance, with an applicable sublimit that is lower than the available limit under this Policy, then this Policy will apply as the primary policy. This Policy will be excess over any other valid and collectible insurance providing **Cyber Crime Loss** or similar coverage.

If any **Claim** covered by this Policy is also covered by any other valid and collectible insurance, then this Policy will only apply to the **Liability Expense** in excess of the amount of any Retention or limit of insurance under such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy.

**M. Territory**

The coverage provided under this Policy applies worldwide. However, coverage provided under this Policy does not apply to the extent that trade or economic sanctions, OFAC restrictions or sanctions or any other similar laws or regulations prohibit the **Insurer** from providing coverage.

**N. Currency**

All **Loss Expense, Liability Expense, Betterment Expense, Reward Expense, or Attendance Expense – Hearings and Trials**, premium, limits of liability, Retention and any other amounts under this Policy are expressed and payable in the currency of the United States of America. If any settlement, judgement, **Loss Expense, Liability Expense, Betterment Expense, Reward Expense, or Attendance Expense – Hearings and Trials**, or any other amounts under this Policy are incurred, stated, determined or adjudicated in a currency other than United States dollars then payment shall be made in United States dollars at the rate of exchange published in the Wall Street Journal on the date by which the **Insurer** is obligated to pay.

**O. Material Change**

If during the **Policy Period**, the **Named Insured** merges with or is acquired by another entity or a receiver, conservator, trustee, liquidator or rehabilitator is appointed to take control of, supervise, manage or liquidate the **Named Insured**, then the premium for the Policy is deemed to be fully earned and the Policy will continue in full effect until the expiration date of the Policy but only as respects a **Privacy Incident, Network Security Incident, System Failure Incident, Cyber Crime Incident or Media Incident** that first took place prior to the effective date of such merger, acquisition or appointment.

If during the **Policy Period**, an entity ceases to be a **Subsidiary** then coverage for such **Subsidiary** will continue in full effect until the expiration date of the Policy but only as respects a **Privacy Incident, Network Security Incident, System Failure Incident, Cyber Crime Incident or Media Incident** that first took place prior to the date the entity ceased to be a **Subsidiary**.

**P. Assignment**

Assignment of any **Insured's** interest under this Policy will not bind the **Insurer** unless its consent is endorsed hereon.

**Q. Conformity to Law**

Any terms of this Policy in conflict with the terms of any applicable laws are hereby amended to conform to such laws.

**R. Legal Action Against the Insurer and Bankruptcy**

No action may be taken against the **Insurer** unless, as a condition precedent thereto, there has been full compliance with all the terms of this Policy and the amount of any **Insured's** obligation to pay has been finally determined either by judgment against the **Insured** after adjudicatory proceedings, or by written agreement of the **Named Insured**, the claimant and the **Insurer**. No legal action can be brought under this Policy against anyone other than by the **Named Insured**.

Bankruptcy or insolvency of any **Insured** or the estate of any **Insured** will not relieve the **Insurer** of its obligations under this Policy.

**S. Representative of any Insured**

By acceptance of this Policy, the first **Named Insured** listed in the Declarations will be designated to act on behalf of all **Insureds** for all purposes including the giving and receiving of all notices and correspondence, the cancellation or non-renewal of this Policy, the payment of premiums and the receipt of any return premiums that may be due under this Policy.

**T. Entire Agreement**

This Policy (including the Declarations, **Application** and any information provided therewith) and any written endorsements attached hereto constitute the entire agreement between the parties. The terms, conditions and limitations of this Policy can be waived or changed only by written endorsement.