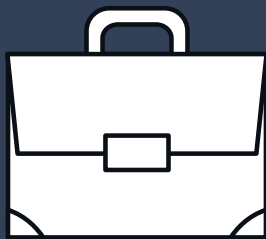


Safe Pro

Cyber Risk Insurance
for Professionals



**Broad
Coverage**



**Dedicated 24/7
Incident Response**

SafePro Cyber Wrap Insurance Policy Documents

The Cover Page, Declarations, Forms, and, Endorsements Complete this Policy.

Loss Notification

To report a claim 24 hours a day, 7 days a week, please contact us for assistance:
Telephone: 1-855-247-4710 • kohagan@ohaganmeyer.com

SP SU 1000 1222

POLICY DECLARATIONS

1.	Policy Number:	B10210YRS022-01	
2.	Named Insured:	Market Title LLC	
3.	Address of Named Insured:	18205 Biscayne Blvd, Suite 2205, Aventura, Florida 33160	
4.	Policy Period:	From: 2024-08-29 To: 2025-08-29 Both days at 12:01 AM local standard time	
5.	Limits of Insurance:	A. Policy Aggregate Limit of Insurance:	\$1,000,000.00
		B. Aggregate Limit of Insurance for Each Claim or First-Party Event	\$1,000,000.00
		C. Aggregate Limit of Insurance for Each Insuring Agreement:	
		i. <u>Insuring Agreement A</u> : Incident Response	\$1,000,000.00
		ii. <u>Insuring Agreement B</u> : Confidentiality, Privacy, and Cyber Liability	\$1,000,000.00
		iii. <u>Insuring Agreement C</u> : Multimedia Liability	\$1,000,000.00
		iv. <u>Insuring Agreement D</u> : Electronic Data Restoration	\$1,000,000.00
		v. <u>Insuring Agreement E</u> : Business Interruption and Extra Expense	\$1,000,000.00
		vi. <u>Insuring Agreement F</u> : Reputational Injury	\$1,000,000.00
		vii. <u>Insuring Agreement G</u> : Cyber Theft and Social Engineering	\$500,000.00
		viii. <u>Insuring Agreement H</u> : Cyber Extortion and Ransomware	\$1,000,000.00
		ix. <u>Insuring Agreement I</u> : Employee Identity Theft Recovery	\$50,000.00
		x. <u>Insuring Agreement J</u> : Laptop and Device Replacement	\$50,000.00
			D. Cyber Extortion and Ransomware Events Aggregate Limit of Insurance
6.	Deductibles and Waiting Periods:	A. <u>Insuring Agreement A</u> : Incident Response	\$5,000.00
		B. <u>Insuring Agreement B</u> : Confidentiality, Privacy, and Cyber Liability	\$5,000.00
		C. <u>Insuring Agreement C</u> : Multimedia Liability	\$5,000.00
		D. <u>Insuring Agreement D</u> : Electronic Data Restoration	\$5,000.00
		E. <u>Insuring Agreement E</u> : Business Interruption and Extra Expense	\$5,000.00 Waiting Period: 12 Hours
		F. <u>Insuring Agreement F</u> : Reputational Injury	\$5,000.00 Waiting Period: 12 hours
		G. <u>Insuring Agreement G</u> : Cyber Theft and Social Engineering	\$5,000.00
		H. <u>Insuring Agreement H</u> : Cyber Extortion and Ransomware	\$5,000.00
		I. <u>Insuring Agreement I</u> : Employee Identity Theft Recovery	\$2,500.00
		J. <u>Insuring Agreement J</u> : Laptop and Device Replacement	\$2,500.00
		7.	Retroactive Date:
8.	Premium:	A. Policy Premium:	\$2,530.00
		B. TRIA Additional Premium:	\$0.00
		C. Total Premium:	\$2,530.00

Surplus Lines Tax \$136.10
 State Service Office Fee \$1.65

9.	Notice of Claim to:	Kevin O'Hagan O'Hagan Meyer PLLC 1 East Wacker Drive, Suite 3400, Chicago, IL 60601 By Hotline: 1-855-247-4710 By Email: kohagan@ohaganmeyer.com	
10.	Application Form Dated:	2024-07-26	
11.	Choice of Law:	This Policy shall be governed by the laws of New York, USA	
12.	Named Insured's Professional Liability Insurer/Policy Number:	Greenwich Insurance Company/TAG0150373	
13.	Notice of Election:	BDI Global, LLC 8707 Skokie Blvd. Suite# 106 Skokie, IL 60077	
14.	Service of Suit:	Lloyd's America, Inc Attention: Legal Department 280 Park Avenue, East Tower, 25th Floor New York, NY 10017	
15.	US Insurer Classification:	Surplus Lines	
16.	Surplus Lines Broker	<u>Agent:</u> Jeff Aumick <u>Address:</u> 150 S US Highway 1, Suite 3 Jupiter, FL 33477 <u>License Number:</u> A009843	
17.	Forms Included at Policy Inception:	SafePro Cover Page SafePro Declarations Claims Insert Signing Schedule Complaints Notice (Countrywide) SafePro Policy Form Lloyds Privacy Notice (Countrywide)	SP SU 1000 1222 SP SU 1001 0723 SP SU 1002 0723 SP SU 1003 0723 SP SU 1004 0723 SP CF 1000 0723 SP AM 1042 1222

1. "THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."

2. "SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY."

WHAT TO DO IN THE EVENT OF AN INCIDENT OR A CLAIM

IF YOU BELIEVE THAT YOUR FIRM HAS SUFFERED AN INCIDENT OR CLAIM COVERED BY YOUR SAFEPRO POLICY, PLEASE CONTACT OUR INCIDENT RESOLUTION CENTER IMMEDIATELY AT:

Kevin O'Hagan
O'Hagan Meyer PLLC
By Hotline: 1-855-247-4710
By Email: kohagan@ohaganmeyer.com

Our incident resolution team will help your firm:

1. Investigate the incident;
2. Preserve evidence;
3. Contain the damage;
4. Assess your legal, regulatory & ethical obligations;
5. Notify authorities and victims when applicable; and
6. Remediate damage and minimize loss.

For more information regarding your firm's duties and obligations in the event of a claim please refer to Section VI Sub Part D. "Reporting of First-Party Events, Claims, and Circumstances" or contact your insurance broker for help.

REGULATORY STATUS

This insurance is underwritten by Beazley Furlonge Limited, 22 Bishopsgate London EC2N 4BQ England, on behalf of certain Underwriters at Lloyd's. Beazley Furlonge Limited and the Lloyd's Syndicates on whose behalf we underwrite are authorized and regulated by the United Kingdom Financial Conduct Authority (FCA).

Beazley Furlonge Limited's Reference Number at the FCA is 309153. These details may be checked by visiting the Financial Conduct Authority website at <https://register.fca.org.uk/>. Alternatively, the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

SIGNING SCHEDULE

Insurance is provided through and is effective with certain UNDERWRITERS AT LLOYD'S, LONDON and broken down as follows: Beazley PLC Syndicate 623: 100%

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

AT Cramsie

Underwriter
A Cramsie

NOTICE – HOW TO FILE A COMPLAINT

We intend to provide an excellent service to you. However, we recognize that there may be occasions where you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the contract and/or claim number. In the event that you wish to make a complaint to BDI Global, L.L.C., you may contact us on:

Complaints
BDI Global, L.L.C.
1 East Wacker Drive
Suite 3400
Chicago, Illinois 60601
USA
Email: BDIComplaints@BDIGlobal.com
Telephone: (312) 363-7017

Should you remain dissatisfied with the response that you receive from us, you may if you wish, refer your complaint to Lloyd's. Lloyd's will investigate the matter and provide a final response. Lloyd's contact details are as follows:

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA
Email: complaints@lloyds.com
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Website: www.lloyds.com/complaints

Ultimately, should you remain dissatisfied with Lloyd's final response, you may, if eligible, refer your complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. The FOS's contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Email: complaint.info@financial-ombudsman.org.uk
Telephone: +44 (0)300 123 9 123
Website: www.financial-ombudsman.org.uk

If you have a complaint about a purchase and you don't want to have to go to court, you may be able to use online dispute resolution to reach an out-of-court settlement. Using the ODR platform, you can find a dispute resolution body, then go through the process of finding a solution to your complaint. To access the ODR platform, please see: <http://ec.europa.eu/odr>

I. INTRODUCTORY NOTICES

THIS POLICY PROVIDES COVERAGE ON AN EXCESS AND DIFFERENCE IN CONDITIONS BASIS. ALL COVERAGE IS EXCESS OF THE COVERAGE PROVIDED BY THE INSURED'S PROFESSIONAL LIABILITY POLICIES.

THE THIRD-PARTY LIABILITY COVERAGE PROVIDED BY INSURING AGREEMENTS B AND C ARE WRITTEN ON A CLAIMS-MADE BASIS AND ONLY COVER CLAIMS ACTUALLY MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE, AND REPORTED TO US IN ACCORDANCE WITH SECTION VI.D OF THIS POLICY. THIS POLICY PROVIDES NO COVERAGE FOR CLAIMS, CIRCUMSTANCES THAT COULD REASONABLY BE THE BASIS FOR A CLAIM, OR FIRST-PARTY EVENTS, FIRST OCCURRING PRIOR TO THE RETROACTIVE DATE STATED IN THE POLICY DECLARATIONS.

AMOUNTS INCURRED AS CLAIMS EXPENSE UNDER THIS INSURANCE POLICY (HEREINAFTER REFERRED TO AS THE "POLICY") WILL REDUCE AND MAY COMPLETELY EXHAUST THE LIMITS OF INSURANCE AND ARE SUBJECT TO THE DEDUCTIBLES.

The coverage provided by this Policy is subject to the Limits of Insurance, Deductibles, Definitions, Exclusions, Conditions and other terms set out below. Various provisions in this Policy restrict coverage. Words and phrases that appear in **bold** print have special meanings and are defined separately. Please read the entire Policy carefully.

In consideration of the payment of the premium, in reliance on the statements in the **application**, and subject to the Declarations and all other terms and conditions of this Policy, **we** agree with the **insureds** as follows:

II. INSURING AGREEMENTS

A. Incident Response

We will pay on behalf of the **insured organization** for **incident response expense** in excess of the Deductible and within the Limits of Insurance, which is incurred as a result of a:

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

first discovered by a member of the **control group** during the **policy period** and reported to **us** pursuant to Section VI.D of this Policy.

B. Confidentiality, Privacy, and Cyber Liability

We will pay on behalf of the **insured** for all **damages** and **claims expense** in excess of the Deductible and within the Limits of Insurance, which the **insured** is legally obligated to pay because of any **claim** arising out of a **wrongful act** committed by an **insured**, or any individual or organization for whose **wrongful act** the **insured organization** is legally responsible, but only if the **claim**:

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

C. Multimedia Liability

We will pay on behalf of the **insured** for all **damages** and **claims expense** in excess of the Deductible and within the Limits of Insurance, which the **insured** is legally obligated to pay because of any **claim** arising out of a **wrongful act** committed in the course of **media activities** by an **insured**, or any individual or organization for whose **wrongful act** the **insured organization** is legally responsible, but only if the **claim**:

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

D. Electronic Data Restoration

We will reimburse the **insured organization** for **restoration expense** and **special expense**, in excess of the Deductible and within the Limits of Insurance, which are incurred as a result of **data loss** from a **covered cause of loss** first discovered by a member of the **control group** during the **policy period** and reported to **us** pursuant to Section VI.D of this Policy.

E. Business Interruption and Extra Expense

We will reimburse the **insured organization** for **income loss**, **extra expense**, and **special expense**, which are:

1. in excess of the Deductible and within the Limits of Insurance; and
2. incurred after the **waiting period** and during the **period of restoration** and **extended interruption period** (if applicable); and
3. incurred as a result of a **computer system disruption** from a **covered cause of loss**; and
4. first discovered by a member of the **control group** during the **policy period** and reported to **us** pursuant to Section VI.D of this Policy.

F. Reputational Injury

We will reimburse the **insured organization** for **income loss**, **brand damage mitigation expense**, and **special expense**, which are:

1. in excess of the Deductible and within the Limits of Insurance; and
2. incurred after the **waiting period** and during the **period of indemnity**; and
3. incurred as a result of a **reputational injury event**; and
4. first discovered by a member of the **control group** during the **policy period** and reported to **us** pursuant to Section VI.D of this Policy.

G. Cyber Theft and Social Engineering

We will reimburse the **insured organization** for **financial loss** in excess of the Deductible and within the Limits of Insurance, which is incurred as a result of **cyber theft** first discovered by a member of the **control group** during the **policy period** and reported to **us** pursuant to Section VI.D of this Policy.

H. Cyber Extortion and Ransomware

We will reimburse the **insured organization** for **extortion expense** and **extortion loss** in excess of the Deductible and within the Limit of Insurance, which are incurred as a result of a **cyber extortion and ransomware event** first discovered by a member of the **control group** during the **policy period** and reported to **us** pursuant to Section VI.D of this Policy.

I. Employee Identity Theft Recovery

We will reimburse the **insured organization** for **identity recovery expense** in excess of the Deductible and within the Limits of Insurance, which is incurred as a result of an **identity theft event** first discovered by a member of the **control group** during the **policy period** and reported to **us** pursuant to Section VI.D of this Policy.

J. Laptop and Device Replacement

We will reimburse the **insured organization** for **laptop and device replacement expense** in excess of the Deductible and within the Limits of Insurance, which is incurred by the **insured organization** as a result of **laptop and device loss** first discovered by a member of the **control group** during the **policy period** and reported to **us** pursuant to Section VI.D of this Policy.

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

A. If the **insured's professional liability policies** do not provide the **insured** with a defense or indemnification of a **claim** or a portion thereof, **we** have the right and duty to defend the **claim** against the **insured** even if such **claim** is groundless, false, or fraudulent. When **we** defend a **claim**, defense counsel will be mutually agreed by the **named insured** and **us**, but in the absence of such agreement, **our** decision will be final. **Our** right and duty to defend the **insured** under this Policy ends when:

1. the defense or indemnification of such **claim** is accepted by the insurers of the **insured's professional liability policies** as set forth in Section VI.H of this Policy;
2. the applicable Limit of Insurance has been exhausted by payments of **first-party loss**, **damages**, or **claims expense**; or
3. a court of competent jurisdiction finds **we** owe no duty to the **insured**.

B. **We** have the right to make any investigation **we** deem necessary, including without limitation, any investigation with respect to a **first-party event**, **claim**, circumstance that could reasonably be the basis for a **claim**, the **application**, and with respect to potential coverage under this Policy.C. No **insured** may admit liability, make any payment (except at the **insured's** own cost), assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award, or dispose of any **claim** or **first-party event** without **our** prior written consent. However, **we** agree that:

1. a prompt public admission of a **data breach** that the **insured** reasonably believes is required by privacy laws of any kind or credit card association operating requirements will not be considered as an admission of liability requiring **our** prior written consent;
 2. **our** consent is not required for **claims expense** incurred within the Deductible;
 3. the **named insured** may settle any **claim** where the **damages** and **claims expense** combined do not exceed the Deductible, but only if the entire **claim** is resolved and all **insureds** receive a full release from all claimants; and
 4. the **named insured** may incur **extortion expense** without **our** prior written consent, but only if circumstances make obtaining prior written consent impractical and the **insured** notifies **us** as soon as reasonably practicable. No **insured** may incur any **extortion loss** without **our** prior written consent.
- D. **We** will not settle any **claim** without the **insured's** prior written consent. However, if the **insured** refuses to consent to any settlement or compromise recommended by **us**, which is also acceptable to the claimant and then elects to contest the **claim**, **our** liability for any **damages** and **claims expense** will not exceed:
1. the amount for which the **claim** could have been settled, less the Deductible, plus the **claims expense** incurred up to the time of such refusal; and
 2. eighty percent (80%) of any **damages** and **claims expense** incurred after the date such settlement or compromise was refused by the **insured**,

or the applicable Limits of Insurance, whichever is less.

IV. DEFINITIONS

Whether expressed in the singular or plural, whenever appearing in bold typeface in this Policy, the following terms have the meanings set forth below.

- A. **Additional insured** means any individual or organization that the **insured organization** has agreed in a written contract or agreement to add as an additional insured under this Policy prior to the commission of any **wrongful act** for which such individual or organization would be provided coverage under this Policy. However, **additional insureds** are only covered by this Policy:
1. for their vicarious liability due to **claims** which are a result of a **wrongful act** by the **insured organization**. No **additional insured** is covered under this Policy for any liability arising out of its own acts, errors, or omissions;
 2. to the extent of the Limits of Insurance required by such written contract or agreement, subject to the availability of applicable Limits of Insurance; and
 3. if the **insured organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **claim** been made against the **insured organization**.
- B. **Adverse media report** means a communication of an actual or potential **wrongful act** or **covered cause of loss**, which has been publicized through any media channel and threatens material harm to the reputation of the **insured organization**.
- C. **Application** means every insurance application, any attachments or supplements to such applications, other written materials submitted therewith or incorporated therein, and any other documents, including any warranty letters or similar documents, which are submitted in connection with the underwriting of this Policy. All such applications, attachments, and materials are deemed attached to, incorporated into, and made a part of this Policy.
- D. **Bodily injury** means physical injury, sickness, disease or death of any person.
- E. **Brand damage mitigation expense** means reasonable and necessary expenses incurred by or on behalf of the **insured organization** with **our** prior written consent to avoid or minimize **income loss** incurred as a result of a **reputational injury event** including:
1. with respect to **social media exploitation** and **review bombing** only, the cost of:
 - a. creating and issuing a specific press release to notify clients, vendors, and the general public about the **social media exploitation** or **review bombing**;
 - b. appealing and removing fraudulent reviews or social media content and
 - c. **public relations expense**;
 2. with respect to a **customer phishing attack** only, the cost of:
 - a. creating and issuing a specific press release or establishing a specific website to warn current and prospective customers about the **customer phishing attack**;
 - b. removing the websites designed to impersonate the **insured organization**; and
 - c. **public relations expense**;
 3. With respect to a **wrongful act** or **covered cause of loss** resulting in an **adverse media report** only, **public relations expense**.

However, the amount of **brand damage mitigation expense** incurred must not exceed the amount by which the covered **income loss** is reduced by incurring such **brand damage mitigation expense**.

- F. **Breach advisory expense** means reasonable and necessary fees incurred by or on behalf of the **insured organization** with **our** prior written consent for a lawyer, breach coach, or other breach response consultant to:
1. advise on the applicability and actions necessary to comply with the **insured organization's** ethical, professional, contractual, and regulatory requirements as well as security and privacy breach notification laws;
 2. coordinate any applicable **incident investigation and remediation expense, public relations expense, notification expense, or identity theft remediation expense**, on behalf of the **insured**; and
 3. communicate a litigation hold to preserve potential evidence, if applicable.
- G. **Claim** means any:
1. civil, criminal, disciplinary, licensing board, professional, administrative or regulatory proceeding (other than an informal inquiry or investigation), against an **insured**, which is commenced by the filing of a complaint, notice of charges, or similar pleading;
 2. arbitration, mediation, or other alternative dispute resolution proceeding against an **insured**;
 3. written demand directed at any **insured** for monetary relief, services, non-monetary or injunctive relief; or
 4. request received by an **insured** to toll or waive a statute of limitations applicable to a **claim** referenced in Sections IV.G.1-3 above,

alleging a **wrongful act** covered by this Policy.

Claim also means an administrative or regulatory investigation or informal inquiry involving a **wrongful act**, but only if the **named insured** provides **us** with written notice of such investigation pursuant to Section VI.D of this Policy and requests that **we** treat such informal inquiry or investigation as a **claim** under this Policy.

A **claim** is deemed to be made on the earliest date that any member of the **control group** first receives written notice of such **claim**, regardless of whether such date is before or during the **policy period**. However, in the event of a **claim** that is an investigation or informal inquiry, it will be deemed first made on the date the **insured** first gave **us** written notice of such investigation or informal inquiry pursuant to Section VI.D of this Policy, regardless of whether such date is before or during the **policy period**.

All **claims** arising out of the same **wrongful act** or which 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, will be considered a single **claim** regardless of the number of events, allegations, claimants, defendants, or causes of action, and will be deemed first made on the date the earliest of such **claims** is first made, regardless of whether such date is before or during the **policy period**.

- H. **Claims expense** means and reasonable and necessary:
1. fees and disbursements charged by a lawyer(s) to defend any **claim**, but only with **our** prior written consent;
 2. costs incurred with **our** prior written consent for responding to a subpoena for documents or witness testimony arising out of a **claim**, including legal advice, electronic discovery, or document production;
 3. costs of attending any court, tribunal, arbitration, adjudication, mediation, or other hearings in connection with any **claim**;
 4. premiums for any appeal bond, attachment bond, or similar bond. However, **we** will have no obligation to apply for or furnish such bond;
 5. mediation costs, arbitration expenses, expert witness fees, and other fees and expenses resulting from investigation, adjustment, defense, and appeal of a **claim** arising in connection therewith, if incurred by **us**, or by the **insured** with **our** prior written consent; and
 6. all other reasonable and necessary fees and expenses, resulting from investigation, adjustment, defense, and appeal of a **claim** arising in connection therewith, if incurred by **us**, or by the **insured** with **our** prior written consent.

All **claims expenses** are part of and not in addition to the Limits of Insurance. **Claims expense** does not include any salaries, overhead, or other charges incurred by any **insured**, or for any time spent by the **insured** in cooperating in the defense and investigation of any **first-party event, claim**, or circumstance that could reasonably be the basis for a **claim** under this Policy, except as provided in Section IV.H.3 of this Policy.

- I. **Computer system** means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any

similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

- J. **Computer system disruption** means total or partial interruption, impairment, degradation in service, or failure of the **insured's computer system**.
- K. **Confidential information** means any proprietary or private information, including but not limited to:
1. client data, professional work product, business strategies, and financial documents;
 2. tax Identification number, FEIN number, commercial financial information, financial account numbers, and financial transaction histories;
 3. business and competitive information, marketing information, strategies and planning data, research and development data, product data, vendor data, contractor data, and customer information;
 4. information subject to a confidentiality agreement; and
 5. trade secrets, patent applications, designs, forecasts, formulas, methods, practices, processes, records, or reports,
- which is (a) in the care, custody, and control of the **insured organization**; or (b) is in the care, custody, and control of any individual or organization holding, hosting, storing, maintaining, managing, processing, disposing of, or transmitting, such information on behalf of the **insured organization**; and (c) is not available to the general public.
- L. **Control group** means the management committee or other governing body of the **insured organization**.
- M. **Covered cause(s) of loss** means:
1. any of the following attacks on the **insured's computer system** committed by anyone other than members of the **control group**:
 - a. hacker attacks, whether specifically targeted or generally distributed, intended to result in **unauthorized access** to, **unauthorized use** of, or malicious harm to the **insured's computer system** by any means, including techniques for bypassing technical security or social engineering techniques;
 - b. botnet or **denial-of-service attacks** committed with the intent of degrading or blocking access to the **insured's computer system**;
 - c. actual or attempted **cyber theft** or **cyber extortion and ransomware events**; or
 - d. **malicious code** attacks, whether specifically targeted or generally distributed, designed to corrupt, destroy, impair, or hinder access to electronic data or the **insured's computer system**;
 2. any unintentional act, error, or omission resulting in:
 - a. physical damage to or destruction of electronic storage media on the **insured's computer system** resulting in **data loss**;
 - b. physical damage to or destruction of computer hardware resulting in **data loss**;
 - c. electrostatic build-up and static electricity resulting in **data loss**;
 - d. under-voltage, over-voltage, or failure of power supplies under the operational control of the **insured organization** resulting in **data loss**;
 - e. data creation, entry, or modification errors; or
 - f. failures in the ongoing operation, administration, upgrading, and maintenance of, the **insured's computer system**.
 3. any intentional and reasonably necessary voluntary shutdown of the **insured's computer system** in response to a credible or actual threat of a **first-party event** or **claim**, but only if:
 - a. a **computer system disruption** may reasonably be expected in the absence of such voluntary shutdown; and
 - b. such voluntary shutdown serves to mitigate, reduce, or avoid **claims expense, damages, or first-party loss**.
- N. **Customer phishing attack** means fraudulent e-mail, websites, or other electronic communications designed to impersonate the **insured organization** and induce current or prospective customers to reveal **personally identifiable non-public information** or **confidential information**.
- O. **Cyber extortion and ransomware event** means a credible threat or series of credible threats made by anyone other than a member of the **control group** to:
1. release, divulge, disseminate, destroy, or use **personally identifiable non-public information** or **confidential information**;
 2. introduce **malicious code** into the **insured's computer system**;
 3. corrupt, destroy, impair, encrypt, or hinder access to the **insured's computer system**,

unless a demand for **money, securities, or other property** is satisfied by the **insured**.

P. **Cyber Operation** means the use of a **computer system** by or on behalf of a **state** to disrupt, deny, degrade, manipulate or destroy information in a **computer system** of or in another **state**.

Q. **Cyber theft** means **financial loss** incurred as a result of:

1. The electronic transfer of **money** or **securities** from bank, escrow, or **securities** accounts, which are:
 - a. property of the **insured organization**; or
 - b. under the trust and control of the **insured organization**,

by an officer, director, principle, partner, member, principal, stockholder, owner, or employee of the **insured organization**, in good faith, to an unintended third party in reasonable reliance on fraudulent or deceptive communications from a third party impersonating:

- i. an officer, director, principle, partner, member, principal, stockholder, owner, or employee of the **insured organization**;
- ii. a party to a legitimate, pre-existing real estate purchase agreement or contract, or a legal settlement agreement or contract, including, but not limited to a defendant, plaintiff, buyer, seller, and each party's respective attorneys and real estate agents; or
- iii. a customer or vendor of the **insured organization**,

which direct the **insured organization** to electronically transfer **money** or **securities** to a third party under false pretenses. However, if the details of the electronic transfer instructions are new or changed from previous instructions the **insured organization** has on record, the **insured organization** must first verify such new or changed instructions with the intended recipient using previously verified or publicly available contact information and a communication method other than the method of communication(s) used to request such electronic transfer, prior to transferring the **money** or **securities**.

Even if other events or perils contribute concurrently or in any other sequence to a **cyber theft**, the **insured organization** must always verify any new or changed electronic transfer instructions with the intended recipient using previously verified or publicly available contact information and a communication method other than the method of communication(s) used to request such electronic transfer, prior to transferring the **money** or **securities**.

2. The theft of **money** or **securities** from bank, escrow, or **securities** accounts that are:
 - a. property of the **insured organization**; or
 - b. or under the trust and control of the **insured organization**,

as a result of fraudulent or deceptive communications from a third party directing the bank, escrow, or **securities** firm to transfer **money** or **securities** to a third party under false pretenses without the **insured's** knowledge or consent; and

3. The **unauthorized access** to or **unauthorized use** of the **insured's computer system** or telephone system by a third party, in order to:
 - a. steal telephone service, computing resources, or bandwidth; or
 - b. induce the **insured organization's** clients or vendors to transfer, pay, or deliver, **money, securities, or other property** to an unintended third party under false pretenses by impersonating the **insured organization**. However, **insured organization** may not compensate or reimburse such clients or vendors for **money, securities, or other property**, which are transferred, paid, or delivered to an unintended third party impersonating the **insured organization**, without **our** prior written consent. We will only consent to reasonable and necessary amounts that reduce **income loss, restoration expense, claims expense, and damages**.

However, **cyber theft** does not mean or include any **financial loss** arising out of or resulting from any:

- i. valid, invalid, or forged checks, including the cashing of checks written by anyone;
- ii. **money** or **securities** transferred by an **insured** pursuant to new or changed electronic transfer instructions, if the **insured organization** failed to first verify such new or changed instructions with the intended recipient using previously verified or publicly available contact information and a communication method other than the method of communication(s) used to request such transfer, prior to transferring the **money** or **securities**;
- iii. invalid or fraudulent credit card charges including any resulting credit card chargebacks.

R. **Damages** mean any amount an **insured** becomes legally obligated to pay due to a judgment, award, settlement, or the like, rendered against such **insured** on account of any **claim**, including but not limited to:

1. pre-judgment interest and post-judgment interest;
2. actual, statutory, punitive, exemplary, and multiplied damages, where insurable by law;

3. fines, penalties, or consumer redress funds, where insurable by law;
4. plaintiff attorney's fees and expense included as part of a judgment, award, or settlement;
5. fees and expenses to implement a Corrective Action Plan, which the **insured organization** is required to implement by the Federal Trade Commission or the Office for Civil Rights as part of a Resolution Agreement, but only where such Corrective Action Plan is the result of a violation of privacy rules due to a **data breach**;
6. fines, penalties, assessments, fraud recoveries, card re-issuance costs, chargebacks, and operational reimbursements, which the **insured** is obligated to pay under the terms of a Card Brand or Merchant Services Agreement as a result of the **insured's** noncompliance with PCI-DSS or similar standards due to a **data breach**;
7. liquidated damages to the extent that they do not exceed the amount the **insured** would have been liable for in the absence of the liquidated damages agreement.

In determining the insurability of any **damages** listed in this definition, the law of the jurisdiction most favorable to the insurability of such **damages** which has a substantial relationship to the **insured**, this Policy, **us**, or the **claim** giving rise to such damages, will apply. If the **named insured** presents a good faith argument in writing, including but not limited to a written opinion of counsel, that any such **damages**, fines, penalties, sanctions, or other amounts are insurable under applicable law, **we** will not challenge that determination.

However, **damages** does not mean or include:

- a. the **insured's** future royalties or future profits, restitution, disgorgement of profits by the **insured**;
- b. the costs of complying with orders granting injunctive relief;
- c. taxes, loss of tax benefits, or sanctions assessed against any **insured**;
- d. return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided; or
- e. any amounts for which the **insured** is not liable, or for which there is no legal recourse against an **insured**.

For the purposes of exceptions listed in Sections IV.R.a-e above, the term **insured** does not include any individual or organization added to this Policy as an **additional insured**.

- S. **Data breach** means actual or reasonably suspected theft, mysterious disappearance, unintentional or accidental disclosure of, or **unauthorized access** to, data, including but not limited to, **personally identifiable non-public information** or **confidential information**, which is:
 1. in the care, custody, and control of the **insured organization**; or
 2. in the care, custody, and control of any individual or organization that is holding, hosting, storing, maintaining, processing, disposing of, or transmitting such information on behalf of the **insured organization**.
- T. **Data loss** means:
 1. alteration, corruption, distortion, theft, deletion, or destruction of electronic information, software, and firmware on the **insured's computer system**; and
 2. inability to access electronic information, software, and firmware on the **insured's computer system**.
- U. **Denial-of-service attack** means deliberate overloading of bandwidth connections, websites, or web servers by sending substantial quantities of repeat or irrelevant communications, packets, or data with the intent of degrading or blocking access to **computer systems**.
- V. **Digital and internet infrastructure** means Internet Exchange Point providers, Domain Name System (DNS) service providers, certificate authorities (including trust service providers), Content Delivery Network (CDN) providers, timing servers (including stratum-1 and 2), and Electronic Communications Network Infrastructure used for the provision of publicly available electronic communications services which support the transfer of information between network termination points.
- W. **Electronic communications network infrastructure** means:
 1. transmission and telecommunication systems or services, whether or not based on a permanent infrastructure or centralized administration capacity;
 2. switching or routing equipment; and
 3. other resources, including network elements which are not active,

which permit the conveyance of signals by wire, radio, optical or other electromagnetic means, including satellite networks, fixed (circuit- and packet-switched, including internet) and mobile networks, electricity cable systems to the extent that they are used for the purpose of transmitting signals, networks used for radio and television broadcasting, and cable television networks.

- X. **Extortion expense** means reasonable and necessary expense incurred by or on behalf of the **named insured** with our prior written consent for a technical consultant to:
1. investigate, mitigate, or terminate a **cyber extortion and ransomware event**; and
 2. mitigate or reduce **extortion loss**.

The **named insured** may incur **extortion expense** without our prior written consent, but only if circumstances make obtaining prior written consent impractical and the **insured** notifies us as soon as reasonably practicable.

- Y. **Extortion loss** means reasonable and necessary fees and expenses incurred by or on behalf of the **named insured** with our prior written consent to terminate a **cyber extortion and ransomware event** and minimize, reduce, or avoid **income loss, restoration expense, claims expense, and damages**, including:
1. **money, securities, or other property** to compensate the party or parties, where legally permissible, that have made a **cyber extortion and ransomware event**; and
 2. crypto wallet services, funds transfer fees, and other fees and expenses for securing and transferring funds or other consideration.

The amount of **extortion loss** incurred by the **named insured** must not exceed the lesser of:

- i. the amount by which **income loss, restoration expense, claims expense, and damages**, are reduced as a result of payment to terminate the **cyber extortion and ransomware event**; or
- ii. the Applicable Limit of Insurance.

No **insured** may incur any **extortion loss** without our prior written consent.

- Z. **Extra expense** means the reasonable and necessary extra costs and expenses incurred by or on behalf of the **insured organization** with our prior written consent during the **period of restoration** resulting from a **computer system disruption**, but only if such expenses are over and above those the **insured organization** would have incurred had the **computer system disruption** not occurred.

- AA. **Extended interruption period** means the period-of-time that:

1. begins on the date and time that the **period of restoration** ends; and
2. terminates on the date and time the **insured** restores, or would have restored by exercising reasonable care, the net profit before income taxes the **insured organization** would have earned directly through business operations had the **computer system disruption** not occurred.

However, in no event will the **extended interruption period** mean more than or one hundred and eighty (180) days.

- BB. **Financial Market Infrastructure** means securities exchanges, central counterparty clearing houses, and central securities depositories.

- CC. **Financial loss** means loss of **money, securities, or other property** incurred by the **insured organization**, which is directly caused by **cyber theft**. However, **financial loss** does not mean or include:

1. amounts reimbursed by a financial institution;
2. amounts transferred as a result of **cyber theft** until it is confirmed by the **insured organization's** financial institution that no reimbursement or no further reimbursement is forthcoming;
3. **money or securities** transferred by an **insured** pursuant to new or changed electronic transfer instructions, if the **insured** failed to first verify such new or changed instructions with the intended recipient using previously verified or publicly available contact information and a communication method other than the method of communication(s) used to request such transfer, prior to transferring the **money or securities**;
4. amounts lost as a result of valid, invalid, or forged checks, including the cashing of checks written by anyone; or
5. fraudulent credit, debit, or gift card charges, including any resulting credit card chargebacks, fees, or penalties.

- DD. **First-party event** means any:

1. **data breach**;
2. **computer system disruption**;
3. **data loss**;
4. **cyber theft**;
5. **cyber extortion and ransomware event**;
6. **reputational injury event**;
7. **identity theft event**; and
8. **laptop and device loss**.

All **first-party events** which 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, will be considered a single **first-party event** and will be deemed to have occurred on the date the earliest of such **first-party events** is deemed to have occurred.

EE. **First-party loss** means reasonable and necessary:

1. **incident response expense;**
2. **income loss;**
3. **extra expense;**
4. **special expense;**
5. **restoration expense;**
6. **financial loss;**
7. **extortion expense;**
8. **extortion loss;**
9. **brand damage mitigation expense;**
10. **identity recovery expense;** and
11. **laptop and device replacement expense,**

which is incurred by or on behalf of the **insured organization** with **our** prior written consent as a result of a **first-party event**.

FF. **Identity recovery expense** means reasonable and necessary expense incurred by or on behalf of the **insured organization** with **our** prior written consent to:

1. offer credit and identity restoration services to an **identity theft insured** following an **identity theft event**, including:
 - a. services of an identity restoration case manager assigned by **us** to help re-establish the integrity of the **identity theft insured's** identity;
 - b. credit monitoring, credit repair or restoration, credit reports, credit freezing, credit thawing, identity monitoring, dark web monitoring, fraud alerts, and fraud resolution;
2. reimburse an **identity theft insured** for out-of-pocket expenses incurred as a result of an **identity theft event**, including:
 - a. costs of re-filing applications for loans, grants, or other credit instruments that are rejected solely as a result of an **identity theft event**;
 - b. deductibles or service fees charged by financial institutions as a result of the **identity theft event**;
 - c. cost of notarizing affidavits or other similar documents, long-distance telephone calls, and postage incurred solely to report an **identity theft event** or to re-establish the integrity of their identity;
 - d. fees for an attorney approved by **us** for the following:
 - i. defense of a civil suit brought against an **identity theft insured**;
 - ii. removal of any civil judgment wrongfully entered against an **identity theft insured**;
 - iii. legal assistance for an **identity theft insured** at an audit or hearing by a governmental agency; and
 - iv. defense of any criminal charges brought against an **identity theft insured**.

However, **we** will only pay fees for an attorney to provide the services listed in Sections IV.FF.2.d.i-iv above when such proceedings arise solely from an **identity theft event**;

- e. actual lost wages for time reasonably and necessarily taken away from work solely as a result of an **identity theft event**. However, actual lost wages do not include any loss of wages or income due to time off for sick days, time taken away from self-employment, or time off to do tasks that could reasonably have been done during non-working hours;
- f. costs of supervision of children or elderly or infirm relatives or dependents of the **identity theft insured** during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the **identity theft insured**; and
- g. costs of counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the **identity theft insured**.

Identity recovery expense will be provided for a period of up to twelve (12) months from the date the **identity theft event** is reported to **us**. However, **identity recovery expense** does not mean or include:

- i. any costs to avoid, prevent, or detect **identity theft event** or other loss; or
- ii. any **money, securities, or other property**, which are lost or stolen.

GG. **Identity theft event** means the fraudulent use of information that uniquely identifies an **identity theft insured**, by someone other than:

1. any **insured**; or
2. a relative of such **identity theft insured**,

to commit fraud, including the fraudulent use of such information to establish credit accounts, secure loans, enter into contracts, or in the conduct of crimes.

HH. **Identity theft insured** means any natural person **insured** as defined in Sections IV.JJ.2-8 of this Policy.

II. **Identify theft remediation expense** means reasonable and necessary fees and expenses incurred by or on behalf of the **insured organization** with **our** prior written consent for credit protection, identity protection, and identity restoration services, which the **insured organization** is legally obligated to offer or voluntarily offers to affected individuals or organizations in connection with a **data breach** to remediate reputational damage or to mitigate or avoid a **claim**, including but not limited to:

1. credit monitoring, credit reports, credit freezing, credit thawing, healthcare record monitoring, identity monitoring, social media monitoring, dark web monitoring, and fraud alerts;
2. credit restoration, fraud consultation and resolution, identity theft assistance, identity restoration, identity theft insurance, and password management; and
3. other reasonable and necessary credit and identity protection and restoration services,

for a period of up to twenty-four (24) months from the date of enrollment in such services, or as required by applicable privacy regulation, but only where affected individuals or organizations enroll in, and redeem, such credit or identity protection or restoration services.

JJ. **Incident investigation and remediation expense** means reasonable and necessary fees and expenses incurred by or on behalf of the **insured organization** with **our** prior written consent for computer forensics, information technology, and information security vendors to investigate and remediate a **first-party event, claim**, or circumstance that could reasonably be the basis for a **claim**, including but not limited to:

1. conducting a forensic investigation of the **insured's computer system**:
 - a. to determine the existence, source, and scope of a **first-party event, claim**, or circumstance that could reasonably be the basis for a **claim**; or
 - b. as required by a regulatory body, client contract, or under the terms of a Card Brand or Merchant Services Agreement, including but not limited to a requirement for an independent forensic investigation conducted by a Payment Card Industry Forensic Investigator (PFI);
2. providing initial advice to remediate the impact of a **first-party event, claim**, or circumstance that could reasonably be the basis for a **claim**;
3. preserving relevant data for potential electronic discovery and electronic evidence purposes;
4. containing and removing any **malicious code** discovered on the **insured's computer system**;
5. mitigating a **first-party event, claim**, or circumstance that could reasonably be the basis for a **claim**;
6. recertifying the **insured's computer system** to meet PCI-DSS or similar standards following a **data breach**, but only when required by a regulatory body, client contract, or under the terms of a Card Brand or Merchant Services Agreement; and
7. providing expert witness testimony at any trial or hearing in connection with a **claim**.

KK. **Incident response expense** means reasonable and necessary fees and expenses incurred by or on behalf of the **insured organization** with **our** prior written consent to investigate, mitigate, or terminate a **first-party event, claim**, or circumstance that could reasonably be the basis for a **claim**, including:

1. **breach advisory expense**;
2. **identity theft remediation expense**;
3. **incident investigation and remediation expense**;
4. **public relations expense**;
5. **notification expense**; and
6. **reward payments**.

LL. **Income loss** means:

1. the net profit before income taxes the **insured organization** is prevented from earning due to a loss of revenue (including the loss of clients, loss of fees, contractual penalties, loss of sales, loss of billable hours, and loss of revenue from other sources); or
2. the net loss before income taxes the **insured organization** is unable to avoid due to a loss of revenue (including loss of clients, loss of fees, contractual penalties, loss of sales, loss of billable hours, and loss of revenue from other sources); and
3. continuing normal fixed operating expenses incurred by the **insured organization**, but only to the extent that such continuing normal fixed operating expenses:
 - a. must necessarily continue during a **period of restoration, extended interruption period, or period of indemnity**; and

- b. would have been incurred had a **computer system disruption** or **reputational injury event** not occurred.

Income loss does not mean or include variable costs that would have been incurred by the **insured organization** during the **period of restoration**, **extended interruption period**, or **period of indemnity**, but were saved as a result of a **computer system disruption** or **reputational injury event**.

The amount of **income loss** covered by this Policy will be determined in accordance with Section VI.F of this Policy.

MM. Insured means:

1. the **insured organization**;
2. any past, present, or future officer, director, trustee (other than bankruptcy trustee), of the **insured organization**, but only while acting within the scope of their duties as such;
3. if the **insured organization** is a partnership, limited liability partnership, or limited liability company, then any general or managing partner, trustee (other than bankruptcy trustee), member, principal, stockholder, or owner thereof, are **insureds**, but only while acting within the scope of their duties as such;
4. if the **insured organization** is a sole proprietorship, then a principal is an **insured**, but only while acting within the scope of their duties as such;
5. any employee of the **insured organization**, including part-time, seasonal, leased, temporary, or contract employees, but only while acting within the scope of their duties as such;
6. any unpaid volunteer, intern, or consultant, but only while acting on behalf of or at the direction of, and under control of the **insured organization**;
7. any agent or independent contractor, including distributors, licensees, and sub-licensees, but only while acting on behalf of or at the direction of, and under control of, the **insured organization**;
8. any person who previously qualified as an **insured** under Sections IV.MM.2-8 above prior to the termination of the required relationship with the **insured organization**, but only with respect to the performance of their duties as such;
9. the estate, heirs, executors, administrators, assigns and legal representatives of any **insured**, in the event of such **insureds** death, incapacity, insolvency or bankruptcy, but only to the extent that such **insured** would otherwise be provided coverage under this Policy;
10. the lawful spouse, including any natural person qualifying as a domestic partner of any **insured**, but only for their vicarious liability due to claims which are a result of a **wrongful act** committed by any **insured** listed in Sections IV.MM.1-9 above;
11. any **additional insured**, but only for their vicarious liability due to **claims** which are a result of a **wrongful act** committed by any **insured** listed in Sections IV.MM.1-8 above.

NN. Insured's computer system means:

1. any computer hardware, software, firmware, componentry thereof, and any data stored thereon, including but not limited to servers, desktops, input and output devices, networking equipment, data storage devices and media, mobile or handheld devices, smartphones, tablets, and laptops that are:
 - a. operated by and either owned, rented, or leased by the **insured organization**; or
 - b. operated by third parties and used for information technology or telecommunication services, including transmitting, hosting, storing, maintaining, managing, or processing software, data, or other information on behalf of the **insured organization**;
2. mobile or handheld devices, smartphones, tablets, laptops, or other computer hardware or firmware and componentry thereof, which are:
 - a. owned, rented, or leased by a natural person **insured**; and
 - b. used by such natural person **insured** in the performance of their duties for the **insured organization**;
3. cloud-based audio and video conferencing services used by the **insured organization** in the course of business activities.

OO. Insured's professional liability policies mean any primary and excess professional malpractice insurance policies that are:

1. maintained by the **insured organization** during a portion of or the entire **policy period**; or
2. scheduled in Item 12 of the Declarations; or
3. direct renewals or replacements of the policies scheduled in Item 12 of the Declarations.

PP. Insured organization means the **named insured** and any **subsidiary**.

QQ. Laptop and device loss means direct physical damage to or theft of the **insured organization's** laptops, tablets, and similar portable computer devices and their accessories, including while in transit, due to the intentional and malicious acts of a third party.

- RR. **Laptop and device replacement expense** means reasonable and necessary expense incurred by or on behalf of the **insured organization** with our prior written consent to repair or replace the **insured organization's** laptops, tablets, and similar portable computer devices and their accessories following a **laptop and device loss**. However, **laptop and device replacement expense** does not mean or include any expenses for software licenses. The amount of **laptop and device replacement expense** will be determined in accordance with Section VI.F of this Policy.
- SS. **Malicious code** means unauthorized and corrupting or harmful computer code, including but not limited to computer viruses, spyware, Trojan horses, worms, logic bombs, ransomware, and mutations of any of the preceding.
- TT. **Media activities** mean the gathering, collection, broadcast, creation, distribution, exhibition, performance, preparation, printing, production, publication, release, display, research, or serialization of **media material** by or on behalf of the **insured**. However, **media activities** do not mean or include any design, manufacturing, branding, marketing, advertising, distribution, or sale of the **insured organization's** products.
- UU. **Media material** means the content of any publication in any form including written, printed, video, electronic, digital, or digitized communication of language, data, facts, fiction, music, photographs, images, advertisements, artistic expression, or visual or graphical materials.
- VV. **Money** means a medium of exchange in current use recognized, authorized, or adopted by a domestic or foreign government, including but not limited to:
1. currency (including cryptocurrency), coins, and banknotes in current use and having a face value;
 2. traveler's checks;
 3. registered checks and money orders held for sale to the public; and
 4. electronic cash equivalents.

However, **money** does not mean or include **securities** or **other property**.

- WW. **Named insured** means the individual or legal entity(s) shown in Item 2 of the Declarations.
- XX. **Notification expense** means reasonable and necessary fees or expenses incurred by or on behalf of the **insured organization** with our prior written consent to notify and communicate with individuals or organizations in connection with a **data breach** or a **cyber extortion and ransomware event**, which the **insured organization** is legally obligated to provide or voluntarily provides to mitigate harm to the **insured organization's** reputation or to mitigate or avoid a **claim**, including but not limited to:
1. notifying any appropriate governmental, regulatory, law enforcement, professional or statutory bodies, including any State Attorney General, the Office for Civil Rights (OCR), Attorney Registration and Disciplinary Commission (ARDC), State Bar Associations, or any other appropriate domestic or foreign governmental, regulatory, law enforcement, professional or statutory body;
 2. drafting, printing, assembling, and mailing notification letters to affected individuals or organizations, including address verification, language translation, and postage;
 3. providing substitute notice, website notice, or e-mail notification; and
 4. deploying a call center to manage inbound and outbound calls concerning the **data breach** or **cyber extortion and ransomware event**, including script development, staff training, and coordination with credit and identity protection and restoration service providers.
- YY. **Other property** means any tangible property other than **money** or **securities** that have intrinsic value. However, **other property** does not mean or include **confidential information** or **personally identifiable non-public information**.
- ZZ. **Period of indemnity** means the period of time that:
1. begins on the specific date and time after a **reputational injury event** first occurs; and
 2. ends on the specific date and time the **insured organization's** net profit or loss before income taxes, which would have been earned directly through business operations had the **reputational injury event** not occurred, is restored, or would have been restored had the **insured** acted with reasonable care.

However, in no event may the **period of indemnity** exceed one three hundred and eighty (180) days.

- AAA. **Period of restoration** means the period of time that:
1. begins on the specific date and time the **computer system disruption** first occurs; and
 2. ends on the specific date and time the **computer system disruption** ends, or would have ended had the **insured organization** or a third party transmitting, hosting, storing, maintaining, managing, or processing software, data, or other information on behalf of the **insured organization** (if applicable), acted with reasonable care.

However, in no event may the **period of restoration** exceed one hundred and eighty (180) days. The end of the **computer system disruption** will not end the **period of restoration** if another **computer system disruption** occurs within twelve (12) hours of such restoration due to the same cause as the original **computer system disruption**.

BBB. **Personally identifiable non-public information** means information transmitted, disseminated, or stored in any manner or medium that allows an individual to be uniquely identified including, but not limited to an individual's:

1. name, address, phone number, e-mail address, and IP address;
2. social security number, driver's license number, and state identification number;
3. biometric data, medical data, and other protected health information;
4. credit card number, debit card number, and other financial account numbers and histories,
5. non-financial account numbers and histories, passwords, security codes; and
6. other non-public personal information as defined in local, state, federal, foreign, or international law relating to:
 - a. the collection, control, security, use, or disposal of private information;
 - b. identity theft protection; and
 - c. notification of actual or possible privacy breaches,

which is (i) in the care, custody, and control of the **insured organization**; or (ii) in the care, custody, and control of any individual or organization holding, hosting, storing, maintaining, managing, processing, disposing of, or transmitting, such information on behalf of the **insured organization**; and (iii) is not available to the general public.

CCC. **Policy period** means the period of time between the inception date listed in Item 4 of the Declarations and the effective date of termination, expiration, or cancellation of this Policy and specifically excludes any Extended Reporting Period or any prior policy period or renewal period.

DDD. **Property damage** means injury to, impairment, destruction, corruption or distortion of any tangible property, including the loss of use thereof or loss of use of tangible property which has not itself been physically impaired, injured or destroyed. For the purposes of this definition, electronic data will not be considered tangible property.

EEE. **Public relations expense** means reasonable and necessary fees and expenses incurred by or on behalf of the **insured organization** with our prior written consent to hire a public relations vendor to design, implement, and execute a public relations campaign to avert or mitigate material harm to the **insured organization's** reputation, which results from, or reasonably could result from, a **data breach, cyber extortion and ransomware event**, or a **reputational injury event**.

FFF. **Reputational injury event** means any:

1. **wrongful act** or **covered cause of loss** resulting in an **adverse media report**;
2. **review bombing**;
3. **social media exploitation**; or
4. **customer phishing attack**.

GGG. **Restoration expense** means reasonable and necessary fees and expenses incurred by or on behalf of the **insured organization** with our prior written consent for employees, external consultants, contractors, or advisors to repair, replace, retrieve, recreate, or restore information, software, or firmware on the **insured's computer system** to the same state and with the same contents immediately before the **data loss** occurred. **Restoration expense** also means repair or replacement of computer hardware in the **insured's computer system**, but only when such hardware is rendered totally inoperable by a **covered cause of loss** that renders computer hardware in the **insured's computer system** totally inoperable and useless for its intended purpose, without being physically damaged or destroyed.

However, **restoration expense** does not mean or include:

1. repairing, replacing, retrieving, recreating, restoring, upgrading, or updating information, software, or firmware on the **insured's computer system** to a level beyond that which existed prior to the **data loss**. However, this will not apply to improvements derived from information, software, or firmware that is commercially equivalent to that which was damaged or lost;
2. patching or remediating vulnerabilities in software or firmware on the **insured's computer system**;
3. the economic or market value of information, software, or firmware on the **insured's computer system**; or
4. repairing or replacing any tangible property including computer hardware of any kind unless such hardware is rendered totally inoperable due to an otherwise **covered cause of loss** without being physically damaged or destroyed.

The amount of **restoration expense** covered by this Policy will be determined in accordance with Section VI.F of this Policy.

HHH. **Retroactive date** means the date specified in Item 7 of the Declarations.

III. **Review bombing** means a malicious electronic campaign to harm the **insured organization's** reputation by posting numerous fraudulent negative reviews online.

JJJ. **Reward payments** mean a reasonable and necessary amount of **money** offered and paid by the **insured organization** with **our** prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy. However, **reward payments** do not mean or include any amount based upon information provided by any **insured**, the **insured's** auditors, or any individual hired or retained to investigate the illegal acts. All **reward payments** offered pursuant to this Policy must expire no later than six (6) months following the end of the **policy period**.

KKK. **Securities** mean all negotiable or non-negotiable instruments or contracts representing **money** or **other property**. However, **securities** do not mean or include **money** or **other property**.

LLL. **Social media exploitation** means electronic communication of disinformation through electronic networks, websites, the internet, or electronic mail with the fraudulent or malicious intent to cause material harm to the reputation of the **insured organization**.

MMM. **Special expense** means reasonable and necessary fees and expenses incurred by or on behalf of the **insured organization** with **our** prior written consent, to assist the **insured organization** in establishing the amount of **first-party loss** in connection with a **first-party event** and prepare a proof of loss statement pursuant to Section VI.F of this Policy.

NNN. **State** means a sovereign state, nation, or country.

OOO. **Subsidiary** means:

1. any entity while more than fifty percent (50%) of the outstanding securities representing the present right to vote for election of, to appoint, or to designate, a majority of the Board of Directors of a corporation, the management committee of a joint venture, the management board of a limited liability company, 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, to appoint, or to designate, a majority of 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**;
3. any entity while the **named insured** has the right, pursuant to a written contract, by-laws, charter, operating agreement, or similar documents of a **subsidiary**, to elect, appoint, or designate a majority of the Board of Directors of a corporation, the management committee of a joint venture, the management board of a limited liability company, or equivalent positions of such entity; and
4. by virtue of holding an office or position with the **named insured**, an **insured** has the right to:
 - a. elect or appoint the general partner or manager or a majority of the directors or trustees;
 - b. serve ex officio as general partner or manager or as a director or trustee and represent a majority of the directors or trustees, individually, or collectively with any other ex officio director or trustee or right of such person or persons to elect or appoint any other director or trustee; or
 - c. direct any financial or managerial decision making, whether by operation of law, pursuant to contract or agreement, or pursuant to such entity's charter, articles of association, or by-law provisions.

If, before or during the **policy period**, an entity ceases to be a **subsidiary**, the coverage with respect to such **subsidiary** and any **insured** of such **subsidiary** will continue until the end of the **policy period** with respect to **claims** made and **first-party events** occurring before the date such entity ceased to be a **subsidiary**. All coverage under this Policy will terminate with respect to any **first-party events** occurring, or **wrongful acts** committed, after the date such entity ceased to be a **subsidiary**.

PPP. **Unauthorized access** means the gaining of access to the **insured's computer system** by an unauthorized party.

QQQ. **Unauthorized use** means the use of the **insured's computer system** by an unauthorized party or by an authorized person in an unauthorized manner.

RRR. **Waiting period** means:

1. With respect to the Insuring Agreement E - Business Interruption and Extra Expense, **waiting period** means the period of time that starts when the **period of restoration** begins and expires after the number of hours set forth in Item 6 of the Declarations have elapsed. A separate **waiting period** will apply to each **period of restoration**.

2. With respect to Insuring Agreement F - Reputational Injury, **waiting period** means the period of time that starts when the **period of indemnity** begins and expires after the number of hours set forth in Item 6 of the Declarations have elapsed. A separate **waiting period** will apply to each **period of indemnity**.

We will not reimburse any **insured** for **income loss, extra expense, brand damage mitigation expense, or special expense** incurred during any applicable **waiting period**, and such **income loss, extra expense, special expense, and brand damage mitigation expense** incurred during any applicable **waiting period** will not erode or satisfy the applicable Deductibles.

SSS. **War means**

1. the use of physical force by a **state** against another **state** or as part of a civil war, rebellion, revolution, insurrection, and/or
2. military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority,

whether war be declared or not.

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

UUU. **Wrongful act** means:

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

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

- k. violation of any federal, state, local, foreign, or international statutes, rules, regulations, and other laws in effect now, later enacted, promulgated, or as hereafter amended, establishing legal obligations with respect to:
 - i. the collection, retention, security, control, handling, use, sharing, transmission, or disposal of **personally identifiable non-public information, confidential information**, or publicly available information concerning a uniquely identifiable individual or group of individuals;

- ii. identity theft protection, remediation, or prevention; and
 - iii. notification of potential or actual **data breaches**;
- l. infliction of emotional distress or mental anguish, but only when resulting solely from a **wrongful act** listed in Sections IV.UUU.1.a-k above.
 - m. any act, error, omission, misstatement, misleading statement, neglect, or breach of duty by director or officer of the **insured organization** in the discharge of their duties, which results in one or more of the **wrongful acts** listed in Sections IV.UUU.1.a-k above.
2. With respect to Insuring Agreement C – Multimedia Liability, **wrongful act** means any actual or alleged act, error, omission, misstatement, misleading statement, neglect, or breach of duty committed during the course of **media activities** by an **insured** or by any individual or organization for whose **wrongful act** the **insured** is legally responsible:
- a. libel, slander, product disparagement, trade libel, or any other form of defamation or other tort related to disparagement or harm to the reputation, character, or feelings of any individual or organization;
 - b. any form of invasion, infringement, or interference with the right to privacy or of publicity, including false light, breach of confidence or confidentiality, public disclosure of private facts, intrusion or commercial appropriation of name, persona or likeness;
 - c. wrongful entry or eviction, trespass, eavesdropping, wireless signal interception, or other invasion of the right of private occupancy;
 - d. false attribution of authorship, passing off, plagiarism, piracy, or misappropriation of property rights, ideas, or information; and
 - e. infringement of copyright, mask works, domain name, trade dress, title, or slogan, or the dilution or infringement of trademark, service mark, service name, or trade name.

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

V. EXCLUSIONS

This Policy does not cover any **damages, claims expense, incident response expense, income loss, extra expense, special expense, restoration expense, financial loss, extortion expense, extortion loss, brand damage mitigation expense, identity recovery expense, or laptop and device replacement expense**:

- A. arising out of or resulting from any deliberate, malicious, fraudulent, dishonest, or intentionally criminal act committed by any **insured**. However, notwithstanding the foregoing, the insurance afforded by this Policy will apply to **claims expense** incurred in defending any such **claim**, but will not apply to any **damages** which the **insured** might become legally obligated to pay, however, upon the determination by a court, jury, or arbitrator, **we** will have the right to recover those **claims expense** incurred from those parties found to have committed criminal, dishonest, fraudulent or malicious acts. Furthermore, this exclusion will not apply to any **insured** who did not personally commit or personally participate in committing or personally acquiesce in such conduct, except that this exclusion will apply if a final non-appealable adjudication in a proceeding separate or collateral establishes that any of current members of the **control group** in fact engaged in such conduct;
- B. arising out of or resulting from any **claim** made by any **insured** against another **insured**. However, this exclusion will not apply to **claims**:
 - 1. by an **additional insured**; or
 - 2. by employees alleging that the **insured organization's** practices allowed third parties who are not employees or independent contractors of the **insured organization** to gain **unauthorized access** to employees' or independent contractor's data including but not limited to **personally identifiable non-public information** or **confidential information**;
- C. for **bodily injury** or **property damage**:

- D. arising out of or resulting from any **first-party event, claim**, or circumstance that could reasonably be the basis for a **claim**, first occurring prior to the **retroactive date**;
- E. arising out of or resulting from any **first-party event**, circumstance that could reasonably be the basis for a **claim**, or **wrongful act**, first occurring prior to the earlier of:
 1. the after the inception date of this Policy; or
 2. the inception date of any Policy issued by us to the **named insured** of which this Policy is a continuous renewal,

if a member of the **control group** knew that such **first-party event**, circumstance, or **wrongful act**, could be the basis of a **first-party loss** or a **claim**;

- F. arising out of or resulting from any **first-party event, claim**, or circumstance that could reasonably be the basis for a **claim**, notified prior to the inception date of this Policy to the insurer of any other policy of which this Policy is a direct or indirect renewal or replacement. However, this exclusion will apply only to the extent the insurer of the prior policy accepts such notice as proper notice of a **claim** or circumstances under its policy;
- G. arising out of or resulting from liability assumed under any contract or agreement. However, this exclusion will not apply to:
 1. any liability or obligation the **insured organization** would have in the absence of such contract or agreement;
 2. breach of an express, implied, actual or constructive contract, agreement, warranty, or guarantee to preserve **personally identifiable non-public information** or **confidential information**;
 3. any indemnity in an express, implied, actual or constructive contract, agreement, warranty, or guarantee with the **insured organization's** clients, vendors, or **additional insureds**, with respect to any **data breach** suffered by the **insured organization** which results in the failure to preserve **confidential information** or **personally identifiable non-public information**;
 4. an unintentional breach of the provisions of a confidentiality or non-disclosure agreement due to a **data breach** suffered by the **insured organization**;
 5. breach of contract or obligation to provide professional services to clients;
 6. breach of a Card Brand or Merchant Services agreement due to a **data breach**; or
 7. breach of the **insured organization's** written privacy policy;
- H. arising out of or resulting from an **insured's** actual or alleged infringement of any patent or misappropriation of a trade secret. However, this exclusion will not apply to a **claim** alleging infringement or misappropriation of a patent or trade secret solely due to an actual or alleged **data breach**;
- I. arising out of, alleging, or resulting from any **damages, claims expense, first-party loss**, or other cost or expense of any kind directly or indirectly occasioned by, happening through or in consequence of **war** or a **cyber operation**. We shall have the burden of proving that this exclusion applies;
- J. arising out of or resulting from the **insured's** actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder, or any similar federal, state or local law similar to the foregoing, whether such law is statutory, regulatory or common law;
- K. arising out of resulting from and workplace and employment practices, including **claims** made by employees or independent contractors of the **insured organization** arising under workers compensation laws; or claims of alleged workplace discrimination, harassment, the improper collection and retention of **confidential information** or **personally identifiable non-public information** including biometric data, or any other improper employment-related conduct of any sort. However, this exclusion will not apply to **claims** by employees alleging that the **insured organization's** practices allowed third parties who are not employees or independent contractors of the **insured organization** to gain **unauthorized access** to employees' or independent contractor's data including but not limited to **personally identifiable non-public information** or **confidential information**;
- L. arising out of or resulting from any **insured's** actual or alleged violation of the Securities Act of 1933, the Securities Exchange Act of 1934, rules and regulations of the Securities Exchange Commission ("SEC"), the **securities** laws or regulations of any state, or any common law claim relating to any transaction arising out of, involving, or relating to the **insured's** purchase or sale or the **insureds** offer to purchase or sell **securities**. However, this exclusion does not apply to **claims** alleging the **insured organization** violated SEC Regulation S-P (17 C.F.R. §248) or similar rules or regulations promulgated under Securities laws concerning the security, access, or use of a customer's **personally identifiable non-public information**, which was obtained in the course of a Securities transaction;

- M. arising out of or resulting from:
1. antitrust, restraint of trade, unfair competition, deceptive or unfair business practices, violation of consumer protection laws; or
 2. deliberately false or deceptive advertising.

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

- N. arising out of or resulting from **claims** brought by any entity which:
1. any **insured** operates, manages, or controls either directly or indirectly;
 2. any **insured** has an ownership interest in excess of twenty-five percent (25%);
 3. in which any **insured** is an officer or director;
 4. operates, manages, or controls the **insured organization** either directly or indirectly; or
 5. has an ownership interest in the **insured organization** in excess of twenty-five percent (25%).

However, this exclusion will not apply to **claims** by employees of such entities arising out of a **data breach**;

- O. arising out of or resulting from the **insured organization's** manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials or products containing asbestos or asbestos fibers or dust;
- P. directly or indirectly arising out of or resulting from the presence of or actual, alleged, or threatened discharge, seepage, dispersal, migration, release, escape, generation, transportation, storage, or disposal of pollutants at any time, including any request, demand or order that the **insured** or others test for, monitor, clean up, remove, assess, or respond to the effects of pollutants. For the purposes of this exclusion "pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, odors, acids, alkalis, chemicals, and waste; waste includes materials to be recycled, reconditioned or reclaimed;
- Q. failure, interruption, or malfunction of **financial market infrastructure, digital and internet infrastructure**, power, water, oil, gas, electrical, sewage, or other utilities, or mechanical infrastructure or services, that are not under the **insured organization's** direct operational control. This exclusion applies notwithstanding anything to the contrary in this Policy or any Endorsement added to this Policy.
- R. arising out of or resulting from the existence, emission, or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition, or use of any property; or
- S. alleging or arising out of ionizing radiations from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, or other nuclear assembly or nuclear component thereof, or any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

VI. GENERAL POLICY CONDITIONS

A. Limits of Insurance

1. **Maximum Policy Aggregate Limit of Insurance**
Our maximum liability under all Insuring Agreements for the sum of all **damages, claims expense, and first-party loss**, on account of all **claims** and **first-party events** covered by this Policy, is the Policy Aggregate Limit of Insurance set forth in Item 5 of the Declarations. **Our** liability under this Policy is limited to a single Policy Aggregate Limit of Insurance regardless of the number of Insuring Agreements purchased under this Policy, the number of **claims** or **first-party events** made under this Policy, or the number of **insureds** covered by this Policy. In the event the Policy Aggregate Limit of Insurance is exhausted, **we** will have no further liability or obligations under this Policy whatsoever.
2. **Aggregate Limit of Insurance for Each Insuring Agreement**
Our maximum liability under each Insuring Agreement for the sum of all **damages, claims expense, and first-party loss**, on account of all **claims** and **first-party events** covered by this Policy is the applicable Insuring Agreement Aggregate Limit of Insurance set forth in Item 5 of the Declarations. In the event an Insuring Agreement Aggregate Limit of Insurance is exhausted, **we** will have no further liability under the Policy for that Insuring Agreement. The Insuring Agreement Aggregate Limit of Insurance is part of, not in addition to, the Each Claim or First-Party Event Aggregate Limit of Insurance and the Policy Aggregate Limit of Insurance.
3. **Aggregate Limit of Insurance for Each Claim or First-Party Event**

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

4. Cyber Extortion and Ransomware Event Limit of Insurance

Our maximum liability under all Insuring Agreements for the sum of all **damages, claims expense, and first-party loss**, on account of all **claims** and **first-party events** involving all **cyber extortion and ransomware events** covered by this Policy, is the Cyber Extortion and Ransomware Event Aggregate Limit of Insurance set forth in Item 5 of the Declarations. In the event the Cyber Extortion and Ransomware Event Aggregate Limit of Insurance is exhausted, **we** will have no further liability under the Policy for any **claim** or **first-party event** involving a **cyber extortion and ransomware event**. The Cyber Extortion and Ransomware Aggregate Limit of Insurance is part of, not in addition to, the applicable:

- a. Each Claim or First-Party Event Aggregate Limit of Insurance;
- b. Insuring Agreement Aggregate Limits of Insurance; and
- c. Policy Aggregate Limit of Insurance.

5. Extended Reporting Periods Limits of Insurance

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

6. All **damages, claims expense, and first-party loss**, are part of, not in addition to, the applicable Limit of Insurance shown in Item 5 of the Declarations, and will reduce such applicable Limit of Insurance. If the applicable Limit of Insurance is exhausted by payment of **damages, claims expense, and first-party loss**, **we** will have no further liability under the Policy.

B. Deductibles and Waiting Periods

1. With respect to all Insuring Agreements:

- a. **We** will only be liable for that part of **first-party loss, claims expense, and damages**, which are in excess of the applicable Deductible listed in Item 6 of the Declarations and within the applicable Limits of Insurance listed in Item 5 of the Declarations. Such Deductible must be satisfied in accordance with Section VI.B.1.f of this Policy. Satisfaction of the applicable Deductible is a condition precedent to the payment by **us** of any amounts covered under the Policy. The Limits of Insurance will not be reduced by the amount of any Deductible.
- b. The Deductible amounts listed in Item 6 of the Declarations applies separately to each **claim**, circumstance that could reasonably be the basis for a **claim**, and **first-party event**, to which this Policy applies.
- c. In the event a single **claim**, circumstance that could reasonably be the basis for a **claim**, or **first-party event**, implicates coverage under:
 - i. more than one Insuring Agreement, the applicable Deductibles listed in Item 6 of the Declarations will be applied separately to each part of the **first-party loss, claims expense, and damages**, but the sum of such Deductibles will not exceed the largest applicable Deductible; or
 - ii. more than one Insuring Agreement including coverage under Insuring Agreement E and/or Insuring Agreement F, then:
 1. the applicable **waiting periods** listed in Item 6 of the Declarations will be applied to any **income loss, extra expense, special expense, and brand damage mitigation expense** incurred; and
 2. the applicable Deductibles will be applied separately to each part of the **first-party loss, claims expense, and damages**, but the sum of such Deductibles will not exceed the largest applicable Deductible.
- d. In the event a **claim**, circumstance that could reasonably be the basis for a **claim**, or **first-party event**, arises out of the same, related, or continuing acts, facts, or circumstances, and implicates coverage under:
 - i. more than one Insuring Agreement, then only the highest Deductible will apply; or
 - ii. more than one Insuring Agreement including coverage under Insuring Agreement E and/or Insuring Agreement F, then the highest applicable Deductible and each applicable **waiting period** listed in Item 6 of the Declarations will apply.

- e. All **claims** arising out of the same **wrongful act** or which have as a common nexus any fact, circumstance, situation, event, transaction, cause, or series of connected facts, situations, events, transactions, or causes will be considered a single **claim**.
- f. If the self-insured retention or deductible in the **insured's professional liability policy** is:
 - i. less than or equal to the Deductible listed in Item 6 of the Declarations, then the Deductible must be satisfied by payments of **claims expense, damages, or first-party loss** by the **insured**, by the insurers of the **insured's professional liability policy**, or any combination thereof, which are otherwise covered by this Policy; or
 - ii. greater than the Deductible listed in Item 6 of the Declarations, then the Deductible must be satisfied by payments by the **insured** of **claims expense, damages, or first-party loss** that are otherwise covered by this Policy.

We will not reimburse any **insured** for **income loss, extra expense, brand damage mitigation expense, or special expense** incurred during any applicable **waiting period**, and such **income loss, extra expense, special expense, and brand damage mitigation expense** incurred during any applicable **waiting period** will not erode or satisfy the applicable Deductibles

- g. Whenever this Policy:
 - i. applies specifically in excess of the **insured's professional liability policies** for a **claim** or **first-party event** in accordance with Section VI.H of this Policy; and
 - ii. the self-insured retention or deductible in the **insured's professional liability policy** is equal to the Deductible listed in Item 6 of the Declarations,

then the Deductible amount listed in Item 6 of the Declarations will not apply to such **claim** or **first-party event**. However, in the event such **claim** or **first-party event** implicates coverage under Insuring Agreement E and/or Insuring Agreement F, the applicable **waiting periods** listed in Item 6 of the Declarations will apply to such **claim** or **first-party event**.

- h. At **our** sole discretion, may pay all or part of the applicable Deductibles on behalf of an **insured**, and in such event, the **insureds** agree to repay **us** for any amounts so paid.

2. With respect to Insuring Agreement E and Insuring Agreement F only

- a. **We** will only be liable for that part of **income loss, extra expense, special expense, and brand damage mitigation expense**, which:
 - i. are incurred after the applicable **waiting periods** have expired; and
 - ii. are in excess of the applicable Deductible and within the Limits of Insurance.
- b. **We** will not reimburse any **insured** for **income loss, extra expense, brand damage mitigation expense, or special expense** incurred during any applicable **waiting period**, and such **income loss, extra expense, special expense, and brand damage mitigation expense** incurred during any applicable **waiting period** will not erode or satisfy the applicable Deductibles.
- c. the **waiting periods** listed in Item 6 of the Declarations will apply separately to each **period of restoration** and each **period of indemnity** (where applicable); and

C. Claim Avoidance Extension

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

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

- 1. When a member of the **control group** first becomes aware of a **claim** made against an **insured** or discovers a **first-party event**, the **insured** must notify **us** in writing through the persons listed in Item 9 of the Declarations as soon as practicable, but in no event later than:
 - a. ninety (90) days after the expiration, termination, or cancellation date of this Policy, unless the Policy is canceled for non-payment of premium;
 - b. the expiration of any Extended Reporting Period, if applicable; or
 - c. the effective date of cancellation if this Policy is canceled for non-payment of premium.

2. With respect to **cyber extortion and ransomware events** only, the **named insured** must notify **us** immediately once a member of the **control group** becomes aware of any **cyber extortion and ransomware event**. Further, no **insured** may incur **extortion loss** without **our** prior written consent.
3. If, during the **policy period** or any Extended Reporting Period (if applicable), a member of the **control group** first becomes aware of a specific circumstance that could reasonably give rise to a **claim**, and an **insured** gives **us** written notice through the persons named in Item 9 of the Declarations during the **policy period** or any Extended Reporting Period, of the:
 - a. the circumstance that could reasonably be the basis for a **claim**;
 - b. injury or damage which may result or has resulted from the circumstance; and
 - c. facts by which the **insured** first became aware of the circumstance,

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

4. A **first-party event** or **claim** will be considered to be reported to **us** when written notice is first given to **us** through persons named in Item 9 of the Declarations.
5. With respect to Insuring Agreements D, E, F, and J only, the **named insured** must provide a detailed proof of loss statement in accordance with Section VI.F of this Policy as soon as practicable after any member of the **control group** learns of the **covered cause of loss**, but in no event later one hundred and twenty (120) days after the **insured organization** stops incurring **first-party loss**.

E. Extended Reporting Periods

1. Automatic Extended Reporting Period

If this Policy is canceled, non-renewed, or otherwise terminated by the **named insured** or **us** for any reason other than non-payment of premium, the **named insured** will have the right following the effective date of such cancellation, non-renewal, or termination to an Automatic Extended Reporting Period of ninety (90) days in which to give **us** written notice of **claims** first made against an **insured** during the Automatic Extended Reporting Period that arise out of **wrongful acts** committed on or after the **retroactive date** and before the end of the **policy period**.

2. Optional Extended Reporting Period

- a. If this Policy is canceled, non-renewed, or otherwise terminated by the **named insured** or **us** for any reason other than non-payment of premium, the **named insured** will have the right, upon payment of an additional premium, to purchase a twelve (12) month Optional Extended Reporting Period, in which to give **us** written notice of **claims** first made against an **insured** during the Optional Extended Reporting Period that arise out of **wrongful acts** committed on or after the **retroactive date** and before the end of the **policy period**.
- b. The additional premium for the Optional Extended Reporting Period will be equal to one hundred percent (100%) of the total annualized premium listed in Item 8 of the Declarations.
- c. For the **named insured** to invoke the Optional Extended Reporting Period, the **named insured** must give **us** a written request through the persons listed in Item 13 of the Declarations and pay the premium due within sixty (60) days of the effective date of the cancellation, non-renewal, or termination of the Policy. If the **named insured** requests the Optional Extended Reporting Period and pays the premium due, the Optional Extended Reporting Period endorsement will incept on the date and time the cancellation, non-renewal, or termination becomes effective.
- d. The Optional Extended Reporting Period is non-cancelable, and the entire premium for the Optional Extended Reporting Period will be deemed fully earned and non-refundable upon payment.

3. The Extended Reporting Periods do not extend the **policy period**, change the scope of coverage provided, or reinstate or increase the Limits of Insurance. The Limit of Insurance available for any Extended Reporting Period will be equal to the remaining Policy Aggregate Limit of Insurance from the expiring Policy.
4. The Deductibles listed in Item 6 of the Declarations apply to each **claim** first made against the **insured** during any Extended Reporting Period.
5. The **insured's** rights to any Extended Reporting Period will not be available where the Policy is canceled due to non-payment of premium.

F. Proof and Appraisal of Loss

1. With respect to Insuring Agreements D, E, F, and J, before coverage will apply, the **named insured** must prepare and submit to the persons named in Item 9 of the Declarations a proof of loss statement and sworn affidavit by a member of the **control group** within one hundred and twenty (120) days after the **insured organization** is no longer sustaining **first-party loss**. Such proof of loss must include a narrative with full particulars as to the computation of any such **restoration expense, income loss, extra expense, brand damage mitigation expense, or laptop and device replacement expense**, including:
 - a. the time and place of the **data loss, computer system disruption, reputational injury event, or laptop and device loss**;
 - b. a detailed calculation of any **restoration expense, extra expense, income loss, brand damage mitigation expense, or laptop and device replacement expense** including all documentary evidence and any assumptions made; and
 - c. the **insured organization's** interest and the interest of all others in the property, the sound value thereof, and all other insurance thereon.

However, if all of the required information is not available when the proof of loss must be submitted, the **named insured** may supplement the proof of loss as the required information becomes available.

The **insureds** must also cooperate with, and provide any additional information reasonably requested by **us** in **our** review of any **restoration expense, extra expense, income loss, brand damage mitigation expense, or laptop and device replacement expense**, including the right to investigate and audit the proof of loss and inspect the records of an **insured**. However, the preceding sentence does not apply to **additional insureds**.

2. **Income loss** will be calculated based on the **insured organization's** net profit (or loss) before income taxes and **fixed operating expenses**, as set forth in Section IV.LL of this Policy. For purposes of determining **income loss**, due consideration will be given to the following:
 - a. the proof of loss statement and sworn affidavit submitted by the **named insured**;
 - b. the **insured organization's** net profit or loss for the twelve (12) month period prior to the **computer system disruption or reputational injury event**;
 - c. the probable business operations the **insured organization** could have performed had a **computer system disruption or reputational injury event** not occurred;
 - d. sales and income that is delayed, but not permanently lost, including any increase in revenue following the **period of restoration or period of indemnity** (as applicable);
 - e. income derived from substitute methods, facilities, or personnel used by the **insured organization** to maintain their revenue stream; and
 - f. trends in the **insured organization's** business, and variations in or other circumstances affecting the business, including seasonable influences and economic conditions, before and after the **computer system disruption or reputational injury event** that would have affected the **insured organization's** business had the **computer system disruption or reputational injury event** not occurred.
3. **Restoration expense** will be determined as follows:
 - a. If the software, data, or firmware was purchased from a third party, we will pay the lesser of the original purchase price of the software, data, or firmware or the reasonable and necessary cost to restore, recreate, or replaced such software, data, or firmware.
 - b. If it is determined that software, data, or firmware, cannot be replaced, restored, or recreated, **we** will only reimburse the actual and necessary costs incurred up to such determination.
4. **Laptop and device replacement expense** will be appraised as the lesser of:
 - a. the full cost of repair including parts and labor;
 - b. replacement cost at the time the **laptop and device loss** occurred, based on a refurbished item of like specifications and quality; or
 - c. replacement cost at the time the **laptop and device loss** occurred, based on a new item of like specifications and quality.

G. Subrogation and Recoveries

1. **Our** payment under this Policy is without prejudice to **our** right to recover sums paid under this Policy from the insurers of the **insured's professional liability policies**, the insurers of the **insured's** other insurance policies, or from any entity or person from which the **insured** is entitled to indemnification.
2. In the event of payment under this Policy, the **insureds** must transfer to **us** any applicable rights to recover from other individuals or organizations. The **insureds** must execute all papers required and do everything reasonably necessary to secure and preserve such rights, including the execution of such documents necessary to enable **us** to effectively

bring suit or otherwise pursue subrogation rights in the name of the **insureds**. No **insured** may do anything to prejudice such rights. Notwithstanding the foregoing, if the **insured** is required by written contract to waive the **insured organization's** right to recover all or part of a **claim** or a **first-party event** from any entity or person from which an **insured** would otherwise be able to recover, **we** will also waive **our** right of recovery for any such **claim** or **first-party event** from such entity or person. However, no **insured** may waive the **insured's** right to such recovery after any **insured** has received notice of any such **claim** or discovered any such **first-party event**.

3. **We** agree not to exercise any right of recovery against any **insured** unless the exclusion contained in Section V.A of this Policy applies to a **claim** or **first-party event**.
4. Any subrogation recoveries will first be applied to subrogation expenses, second to **damages, claims expense, and first-party loss**, paid by the **insured** (other than with respect to Deductible), third to **damages, claims expense, and first-party loss** paid by **us**, and fourth to the Deductible.
5. If **we** or any **insured** recover any **money, securities, or other property** after a loss payment is made, the party making the recovery must give prompt written notice of the recovery to the other party. The application of any recoveries will be as follows:
 - a. If **money** is recovered, the recovery will be applied first to any costs incurred by **us** in recovering the **money**, second to loss payments made by the **insured** (other than with respect to Deductible), third to any loss payments made by **us**, and fourth to any Deductible.
 - b. If **securities or other property** are recovered, the **insured** may keep the **securities or other** recovered **property** and return the loss payment, plus any costs of recovery incurred by **us**, or keep the loss payment less the costs of recovery incurred by **us** and transfer all rights in the property to **us**.

H. Other Insurance

1. The coverage provided by this Policy is specifically intended to be excess over the **insured's professional liability policies** for any **first-party event** or **claim**. Accordingly, as a condition precedent to coverage under this Policy, the **named insured** must:
 - a. maintain the **insured's professional liability policies** in full effect during the **policy period** except for any reduction of the aggregate limit of liability contained therein solely by payment of claims by the insurers of the **insured's professional liability policies**; and
 - b. tender all **first-party events and claims** to the insurers of the **insured's professional liability policies** and provide to **us** any written coverage determination from the insurers of the **insured's professional liability policies**.
2. Subject to the following conditions, the coverage provided by this Policy is excess over the **insured's professional liability policies**, whether such insurance is stated to be primary, excess, contributory, contingent, or otherwise:
 - a. When the **insured's professional liability policy** deductible or self-insured retention is greater than the Deductible listed in Item 6 of the Declarations:
The coverage provided by this Policy is specifically primary until the point that the sum of the Deductible and Limit or Insurance are equal to the applicable self-insured retention or deductible of the **insured's professional liability insurance policies**.
 - b. When the **insured's professional liability policies** do not cover a **first-party event** or **claim**:
If the insurers of the **insured's professional liability policies** deny a **claim** or **first-party event** in writing, this Policy will cover such **claim** or **first-party event** subject to all other terms and conditions set forth herein as primary insurance.
 - c. When the **insured's professional liability policies** cover a **first-party event** or **claim**:
If the insurers of the **insured's professional liability policies** have acknowledged in writing a duty to defend or indemnify a **claim** or **first-party event**, this Policy will cover the portion(s) of such **claim** or **first-party event** that are not covered by the **insured's professional liability policies**, subject to all other terms and conditions set forth herein as excess insurance.
 - d. When the **insured's professional liability policies** only cover a portion of a **first-party event** or **claim**:
If the insurers of the **insured's professional liability policies** have denied in writing any portion of a **claim** or **first-party event** while acknowledging in writing a duty to defend or indemnify any other portion of such **claim** or **first-party event**, then:
 - i. For any portion of such **claim** or **first-party event** that insurers of the **insured's professional liability policies** have denied in writing, this Policy will cover those portion(s) of such **claim** or **first-party event** subject to all other terms and conditions set forth herein as primary insurance; and

- ii. For any portion of such **claim** or **first-party event** for which insurers of the **insured's professional liability policies** have acknowledged in writing a duty to defend or indemnify, this Policy will cover the portion(s) of such **claim** or **first-party event** that are not covered by the **insured's professional liability policies** subject to all other terms and conditions set forth herein as excess insurance.
 - e. Whenever this Policy applies as excess insurance over the **insured's professional liability policies** in accordance with Sections VI.H.1 and VI.H.2 of this Policy:
 - i. the Deductible amount listed in Item 6 of the Declarations will not apply; and
 - ii. in the event limits of liability in the **insured's professional liability policies** are:
 - 1. partially reduced, then subject to all other terms and conditions set forth herein this Policy will apply in excess of the reduced limit of liability in the **insured's professional liability policies** for the remainder of the **policy period** for **claims** and **first-party events** otherwise covered by this Policy; or
 - 2. totally exhausted, then subject to all other terms and conditions set forth herein this Policy will apply as if it were primary for the remainder of the **policy period** for **claims** otherwise covered by this Policy.
 - 3. Except as stated in Sections VI.H.1 and VI.H.2 above, the coverage provided by this Policy is excess over any valid and collectible insurance (including any deductible or self-insured retention portion) available to any **insured** whether such insurance is stated to be primary, excess, contributory, contingent or otherwise, unless such other insurance is specifically written as excess insurance over the Limit of Insurance provided by this Policy. However, the coverage under this Policy is primary to and will not seek contribution from any other insurance available to an **additional insured** defined in Section IV.A of this Policy if:
 - a. the **insured organization** is required to agree in a written contract that coverage provided by this Policy will be primary and non-contributory with respect to other insurance available to the **additional insured**; and
 - b. the **additional insured** is a named insured under such other insurance.
- I. Allocation
- 1. If a **claim** involves **damages** or **claims expense** covered by this Policy and **damages** or **claims expense** not covered by this Policy because the **claim** contains both covered and uncovered matters, then **we** and the **insured** agree that one hundred percent (100%) of **claims expense** will be covered under this Policy subject to all other terms and conditions set forth herein. However, the foregoing does not apply to any **insured** for whom coverage is excluded under Section V.A of the Policy.
 - 2. If a **claim** for **damages** other than **claims expense** involves covered and uncovered parties, covered and uncovered amounts, or both covered and uncovered parties and amounts, then **we** and the **named insured** agree to use reasonable efforts to arrive at a fair allocation between covered **damages** and uncovered loss subject to all other terms and conditions set forth herein.
- J. Representations and Innocent Insured
- 1. The **insureds** represent that the statements and information contained in the **application** are true and accurate. The **insureds** acknowledge that the statements and information in the **application**:
 - a. are the basis of this Policy and are incorporated into it; and
 - b. are material to the acceptance of this risk or the hazard assumed by **us** under this Policy.

The **insureds** also acknowledge that this Policy is issued in reliance upon the truth and accuracy of the statements and information in the **application**.
 - 2. Whenever coverage under Insuring Agreements B and C of this Policy would be excluded, suspended, or lost because of any material misrepresentations or omissions in the **application**, then such coverage otherwise afforded by this Policy:
 - a. will apply to any natural person **insured** that did not personally commit, personally participate in committing, personally acquiesce, or remain passive after having personal knowledge of such misrepresentations or omissions; and
 - b. will apply to the **insured organization** unless a current or former member of the **control group** participated in committing, acquiesced to, or remained passive after having knowledge of such misrepresentations or omissions.
 - 3. Whenever coverage under this Insuring Agreements B and C of this Policy would be excluded, suspended, or lost because of any exclusion relating to criminal, dishonest, fraudulent, or malicious acts, errors, or omissions by any **insured**, then such coverage otherwise afforded by this Policy:
 - a. will apply to any natural person **insured** that did not personally commit, personally participate in committing, personally acquiesce, or remain passive after having personal knowledge of such criminal, dishonest, fraudulent, or malicious acts, errors, or omissions; and

- b. will apply to the **insured organization** unless a current member of the **control group** participated in committing, acquiesced to, or remained passive after having knowledge of such criminal, dishonest, fraudulent, or malicious acts, errors, or omissions.
- 4. Whenever coverage under Insuring Agreements B and C of this Policy would be excluded, suspended, or lost because of failure to give notice to **us** as required by Section VI.D of this Policy, such coverage otherwise afforded by this Policy:
 - a. will apply to any natural person **insured** that did not personally commit, personally participate in committing, or personally acquiesce to such failure to give notice, but only if any **insured** entitled to this provision complies with Section VI.D promptly after obtaining knowledge of failure by any **insured** to comply therewith; and
 - b. will apply to the **insured organization**, unless the persons responsible for the failure to provide notice as required by Section VI.D of the Policy are current or former members of the **control group**.

K. Mergers and Acquisitions

1. Acquisition or Formation of Another Entity

If, during the **policy period** the **named insured**, either directly or through one or more **subsidiaries**, forms another entity, acquires another entity, or acquires 50% or more of the outstanding voting securities or ownership interests in another entity, which as a result of such formation or acquisition such entity qualifies as a **subsidiary** under this Policy, and

- a. the revenues of such newly formed or acquired entity do not exceed thirty percent (30%) of the **insured organization's** annual revenues, then such newly formed or acquired **subsidiary** will be covered until the end of the **policy period**, but only for **first-party events** occurring, and **wrongful acts** committed, after the date of such creation or acquisition.
- b. the revenues of such newly formed or acquired entity exceeds thirty percent (30%) of the **insured organization's** annual revenues, then such newly formed or acquired **subsidiary** will be covered until the end of the **policy period** or for 90 days, whichever is the earlier, but only for **first-party events** occurring and **wrongful acts** committed after the date of such creation or acquisition. Coverage beyond such ninety (90) day period will only be available if the **named insured** gives **us** written notice of such creation or acquisition through the persons listed in Item 13 of the Declarations, obtains **our** written consent to extend coverage to the entity beyond such ninety (90) day period, agrees to any additional premium and terms of coverage required by **us**, and **we** have issued an endorsement extending coverage under this Policy.

2. Acquisition of the Named Insured

If, during the **policy period**, any of the following events occur:

- a. the **named insured** merges into or is acquired by another entity such that the **named insured** is not the surviving entity;
- b. the **named insured** is liquidated or dissolved; or
- c. substantially all of the **named insured's** assets are sold or disposed of,

then the **named insured** must report the event to **us** through the persons listed in Item 13 of the Declarations as soon as practicable. Coverage will continue until the Policy expires or is otherwise terminated, but only for **first-party events** occurring, and **wrongful acts** committed, before the date of such event. All coverage under this Policy will terminate with respect to any **first-party events** occurring, or **wrongful acts** committed, after the date of such event, unless the **named insured** gives **us** with written notice through the persons listed in Item 13 of the Declarations within thirty (30) days of such event, obtains **our** consent to extend coverage beyond the date of such event, agrees to any additional premium and terms of coverage required by **us**, and **we** have issued an endorsement extending coverage under this Policy.

3. Termination of a Subsidiary

If, before or during the **policy period**, an entity ceases to be a **subsidiary**, the coverage with respect to such **subsidiary** and any natural person **insured** (as defined in Section IV.MM.2-10) of the **subsidiary** will continue until the end of the **policy period** with respect to **claims** made and **first-party events** occurring before the date such entity ceased to be a **subsidiary**. All coverage under this Policy will terminate with respect to any **first-party events** occurring, or **wrongful acts** committed, after the date such entity ceased to be a **subsidiary**.

L. Cancellation of this Policy

- 1. The **named insured** alone has the right to cancel this Policy on behalf of any and all **insureds**. Cancellation by the **named insured** will be effective on the date specified in the written notice sent to **us** through the entity listed in Item 13 of the Declarations.
- 2. **We** may cancel this Policy only if the **insured** fails to pay the premium when due in accordance with Section VI.M of this Policy.

3. If the Policy is canceled by the **named insured** prior to the end of the **policy period**, **we** will refund the unearned premium, subject to a minimum earned premium of 25% of Item 8.C. of the Declarations Page, which will be computed short rate in accordance with Section VI.N of the Policy. If the Policy is canceled by **us**, **we** will refund the unearned premium which will be computed pro-rata. Payment or tender of any unearned premium by **us** will not be a condition precedent to the effectiveness of such cancellation, but such payment will be made as soon as practicable.

M. Premium Payment

Notwithstanding any provision to the contrary within this Policy or any Endorsement hereto, in respect of non-payment of premium only the following clause will apply.

1. The **named insured** undertakes that premium will be paid in full to **us** within sixty (60) days of inception of this Policy (or, in respect of installment premiums, when due). If the premium due under this Policy has not been so paid to **us** by the sixtieth (60th) day from the inception of this Policy (and, in respect of installment premiums, by the date they are due) **we** will have the right to cancel this Policy by notifying the **named insured** via the broker in writing. In the event this Policy is canceled for non-payment of premium, a premium is due to **us** on a pro rata basis for the period that **we** are on risk, but the full Policy premium must be paid to **us** in the event of a **first-party event**, circumstance that could reasonably give rise to a **claim**, or a **wrongful act**, first occurring prior to the date of cancellation, which gives rise to a valid **claim** or **first-party loss** under this Policy.
2. It is agreed that **we** will provide a minimum of fifteen (15) days prior notice of cancellation to the **named insured** via the broker of record. If the premium due is paid in full to **us** before the notice period expires, the notice of cancellation will automatically be revoked. If not, the Policy will automatically terminate at the end of the notice period.
3. If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

N. Short Rate Cancellation Table

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this insurance is written, it is agreed that in the event of cancellation thereof by the **insured** the earned premium will be computed as follows:

1. For insurances written for one year:

Days Insurance in Force		Percent of One Year Premium	Days Insurance in Force		Percent. of One Year Premium
1		25	154-156		43
2		25	157-160		44
3-4		25	161-164		45
5-6		25	165-167		46
7-8		25	168-171		47
9-10		25	172-175		48
11-12		25	176-178		49
13-14		25	179-182	(6 months)	50
15-16		25	183-187		52
17-18		25	188-191		53
19-20		25	192-196		55
21-22		25	197-200		56
23-25		25	201-205		58
26-29		25	206-209		59
30-32	(1 month)	25	210-214	(7 months)	61
33-36		25	215-218		62
37-40		25	219-223		64
41-43		25	224-228		65
44-47		25	229-232		66
48-51		25	233-237		67
52-54		25	238-241		68
55-58		25	242-246	(8 months)	69
59-62	(2 months)	25	247-250		70
63-65		25	251-255		71
66-69		25	256-260		72
70-73		25	261-264		73
74-76		25	265-269		74
77-80		25	270-273	(9 months)	75

81-83		25	274-278		77
84-87		25	279-282		78
88-91	(3 months)	25	283-287		80
92-94		26	288-291		81
95-98		27	292-296		83
99-102		28	297-301		84
103-105		29	302-305	(10 months)	85
106-109		30	306-310		87
110-113		31	311-314		89
114-116		32	315-319		90
117-120		33	320-323		91
121-124	(4 months)	34	324-328		92
125-127		35	329-332		93
128-131		36	333-337	(11 months)	94
132-135		37	338-342		95
136-138		38	343-346		96
139-142		39	347-351		97
143-146		40	352-355		98
147-149		41	356-360		99
150-153	(5 months)	42	361-365	(12 months)	100

2. For Insurances written for more or less than one year:
 - a. If the insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for insurance written for a term of one year.
 - b. If insurance has been in force for more than 12 months:
 - i. Determine full annual premium as for insurance written for a term of one year.
 - ii. Deduct such premium from the full insurance premium, and on the remainder calculate the pro-rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
 - iii. Add premium produced in accordance with Sections VI.N.2.b.i and VI.N.2.b.ii above to obtain earned premium during full period insurance has been in force.

O. Duties of all Insureds

It is a condition precedent to coverage under this Policy, that at all times during the **policy period**:

1. The **insured** must cooperate with **us** in all investigations, execute or cause to be executed all papers, and render all assistance reasonably requested by **us**.
2. Upon **our** request, the **insured** must assist in the conduct of suits, in making settlements, and in enforcing any right of contribution or indemnity against any individual or organization that may be liable to the **insured** because of acts, errors, or omissions covered under this Policy.
3. No **insured** may admit liability, make any payment (except at the **insured's** own cost), assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award, or dispose of any **claim** or **first-party event** without **our** prior written consent. However, **we** agree that:
 - a. a prompt public admission of a **data breach** that the **insured** reasonably believes is required by privacy laws of any kind or credit card association operating requirements will not be considered as an admission of liability requiring **our** prior written consent;
 - b. **our** consent is not required for **claims expense** incurred within the Deductible; and
 - c. the **named insured** may settle any **claim** where the sum of all **damages** and **claims expense** does not exceed the Deductible, but only if the entire **claim** is resolved and all **insured's** receive a full release from all claimants.
4. the **named insured** must notify **us** immediately of any **cyber extortion and ransomware event** and must not incur any **extortion expense** or **extortion loss** without **our** prior written consent.
5. If the details of any electronic transfer instructions are new or changed from previous instructions the **insured organization** has on record, the **insured organization** must first verify such new or changed instructions with the intended recipient using previously verified or publicly available contact information and a communication method other than the method of communication(s) used to request such electronic transfer, prior to transferring the **money** or **securities**.
6. the **insureds** must make reasonable efforts to maintain controls that are similar to the controls confirmed to **us** in the **application** for this insurance.
7. the **named insured** must notify **us** in writing of any of the following events as soon as practicable thereafter, with full particulars:
 - a. the exhaustion of any of the **insured's professional liability policies** limit of liability;

- b. the cancellation or termination of, or failure to maintain in full effect, any of the **insured's professional liability policies**;
 - c. any material change to any of the **insured's professional liability policies**; or
 - d. the Insurer of any of the **insured's professional liability policies** becoming subject to receivership, liquidation, dissolution, rehabilitation, or any similar proceeding or being taken over by any regulatory authority.
8. It is agreed that Sections VI.O.4-6 of this Policy do not apply to **additional insureds**.

P. Reasonableness of Consent

We agree to not unreasonably delay, condition, or withhold consent whenever such consent is required by any provision of this Policy.

Q. Dispute Resolution

1. The **insureds** and **we** agree to submit any dispute arising out of or relating to this Policy to non-binding mediation or binding arbitration in accordance with the rules of any commercially recognized arbitration service comparable to the American Arbitration Association ("AAA") in effect at the time of the dispute.
2. If all parties agree, a different form of alternative dispute resolution ("ADR") may be used. The **insured** will have the right to choose which ADR process will be used.
3. Each party must bear its own fees and expenses in connection with any ADR process. The costs of an arbitrator, mediator, or other third-party facilitator will be shared equally by the parties unless an arbitration award provides otherwise.
4. All ADR proceedings will be held in a mutually agreeable location.
5. Nothing in Section VI.Q of the Policy will prevent the parties from litigating a dispute in an appropriate court in the event non-binding ADR fails to produce a resolution.

R. Legal Action Against Us

1. No action may be brought against **us** unless, as a condition precedent thereto:
 - a. there has been full compliance with all of the terms of this Policy by all **insureds**; and
 - b. with respect to **claims** under Insuring Agreements B and C, no action may be brought against **us** or **our** representatives until the amount of the **insured's** obligation to pay has been finally determined either by judgment or award against the **insured** after trial, regulatory proceeding, arbitration or by the **insured's** written agreement with the claimant and **us**.

However, Section VI.R.1.b of this Policy will not apply to an action by the **insured** to compel **us** to defend a **claim** as required by the Policy.

2. Any claimant or the legal representative thereof who has secured a judgment or award against the **insured** or entered into a written settlement agreement with the **insured** will be entitled to make a **claim** under this Policy to the extent of the insurance afforded by this Policy. In no event will **we** be liable for any amounts that are not covered and payable under the terms of this Policy or that are in excess of any applicable Limit of Insurance.
3. No individual or organization will have the right under this Policy to join **us** as a party to an action or other proceeding against an **insured** to determine such **insured's** liability, nor will **we** be impleaded by the **insured** or the **insured's** legal representative.

S. Service of Suit Clause

It is agreed that in the event of the failure of the Underwriters severally subscribing this insurance (the Underwriters) to pay any amount claimed to be due hereunder, the Underwriters, at the request of the **insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

Notwithstanding any provision elsewhere in this insurance relating to jurisdiction, it is agreed that the Underwriters have the right to commence an action in any court of competent jurisdiction in the United States of America, and nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to remove an action to a United States Federal District Court or to seek remand therefrom or to seek a transfer of any suit to any other court of competent jurisdiction as permitted by the laws of the United States of America or any state therein.

Subject to the Underwriters' rights set forth above:

1. It is further agreed that the **insured** may serve process upon:

Lloyd's America, Inc Attention: Legal Department
 280 Park Avenue, East Tower, 25th Floor
 New York, NY 10017

and that in any suit instituted against any one of them upon this contract the Underwriters will abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

2. The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the **insured** to give a written undertaking to the **insured** that they will enter a general appearance upon the Underwriters' behalf in the event such a suit is instituted.
3. The right of the **insured** to bring suit as provided herein will be limited to a suit brought in its own name and for its own account. For the purpose of suit as herein provided the word **insured** includes any mortgagee under a ship mortgage which is specifically named as a loss payee in this insurance and any person succeeding to the rights of any such mortgagee.
4. Further, pursuant to any statute of any state, territory or district of the United States of America which makes provision therefore, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office (the Officer), as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **insured** or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the Officer is authorized to mail such process or a true copy thereof.

T. Choice of Law

For all purposes, this Policy will be interpreted according to the law in the state listed in Item 11 of the Declarations, which conflict of law principles will not be used to adopt the law of other states in the United States.

U. Coverage Territory

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

V. Sanctions Limitation

We shall not be deemed to provide cover, be liable to pay any **claim**, or provide any benefit hereunder to the extent that the provision of such cover, payment of such **claim**, or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

W. U.S. Terrorism Risk Insurance Act of 2002

This Policy is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended. In consideration of an additional premium listed in Item 8b of the Declarations, it is hereby noted and agreed with effect from January 1, 2021, that the Terrorism exclusion to which this Insurance is subject, will not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

If the Premium listed in Item 8b of the Declarations is not paid to **us** in accordance with Section VI.M.1 of this Policy, then said Terrorism exclusion will be fully reinstated from 1 January 2021.

The coverage afforded by this provision is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This provision only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore, the **we** will not be liable for any amounts for which **we** are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on **our** liability for payments for terrorism losses.

X. Attribution of a Cyber Operation to a State

1. The primary but not exclusive factor in determining attribution of a **cyber operation** shall be whether the government of the **state** (including its intelligence and security services) in which the **computer system** affected by the **cyber operation** is physically located attributes the **cyber operation** to another **state** or those acting on its behalf.
2. Pending attribution by the government of the **state** (including its intelligence and security services) in which the **computer system** affected by the **cyber operation** is physically located, **we** may rely upon an inference which is objectively reasonable as to attribution of the **cyber operation** to another **state** or those acting on its behalf. It is agreed that during this period no **claims expense, damages, first-party loss**, or other cost or expense of any kind shall be paid.

3. In the event that the government of the **state** (including its intelligence and security services) in which the **computer system** affected by the **cyber operation** is physically located either:
 - a. takes an unreasonable length of time to, or
 - b. does not, or
 - c. declares it is unable to,

attribute the **cyber operation** to another **state** or those acting on its behalf, it shall be for **us** to prove attribution by reference to such other evidence as is available.

Y. Authorization

The **named insured** is considered the agent for all **insureds** under this Policy. By acceptance of this Policy, all **insureds** agree that the **named insured** shall act on behalf of all **insureds** with respect to:

1. reporting all **first-party events, claims**, or circumstances that could reasonably give rise to a **claim**;
2. payment of all premiums and Deductibles that may become due under this Policy;
3. receiving any return premiums that may become due under this Policy;
4. consenting to any settlement;
5. agreement to and acceptance of any endorsements;
6. exercising the right to the Optional Extended Reporting Period;
7. giving or receiving notice of cancellation, notice of non-renewal, and any other notices pertaining to this Policy.

If two or more **named insureds** are covered under this Policy, the first-**named insured** shall act for all **insureds**. If the first-**named insured** ceases to be covered under this Policy, the next **named insured** will thereafter be considered as the first **named insured**.

Z. Bankruptcy

Bankruptcy or insolvency of any **insured** or the estate of any **insured** will not relieve **us** of **our** obligations nor deprive **us** of **our** rights or defenses under this Policy.

AA. Assignment

No assignment of interest under this Policy by any **insured** will be binding on **us** unless **we** have given prior written consent to the assignment. If a natural person **insured** dies or is adjudged incompetent, this Policy will cover the **insured's** legal representative as if such representative were the **insured** in accordance with the terms and conditions of this Policy.

BB. Entire Agreement and Changes

By acceptance of this Policy, all **insureds** agree that this Policy, together with the Declarations, **application**, Endorsements, embodies all agreements between the **insured** and **us**. Notice to any agent or knowledge possessed by any agent or by any other person will not affect a waiver or a change in any part of this Insurance or stop **us** from asserting any right under the terms of this Insurance, nor will the terms of this Insurance be waived or changed, except by endorsement issued to form a part of this Insurance, signed by **us**.

CC. Singular Form of a Word

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

DD. Headings and Titles

The headings and captions used in this Policy are for reference only and do not affect the meaning of this Policy. The titles of the various paragraphs of this Policy and its Endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

THIS ENDORSEMENT IS A NOTIFICATION ONLY AND DOES NOT CHANGE THE POLICY.

LLOYDS PRIVACY POLICY STATEMENT

This Endorsement applies to the following:

SAFEPRO CYBER WRAP INSURANCE POLICY

It is understood and agreed the following notification attaches to the Policy:

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as creditworthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.