

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Chubb

To get information or file a complaint with your insurance company or HMO:

Call: Chubb at 1-800-352-4462

Email: ChubbUSCustomerServices@chubb.com

Mail: Chubb Customer Services, PO Box 1000, Philadelphia, PA 19106-3703

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Chubb

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Chubb al 1-800-352-4462

Correo electrónico: ChubbUSCustomerServices@chubb.com

Dirección postal: Chubb Customer Services, PO Box 1000, Philadelphia, PA 19106-3703

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Westchester

A Chubb Company

ACE American Insurance Company

Chubb Cyber Enterprise Risk Management Policy Declarations

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

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

IF YOU NEED URGENT CRISIS MANAGEMENT OR LEGAL ADVICE, PLEASE CONTACT:

Cyber Incident Response Coach Hotline at 1-(800)-817-2665 or Press your 'Report Cyber Incident' button on the Chubb Cyber Alert Mobile application.

Policy No: F16262225 003	Renewal of: F16262225 002
Item 1. Named Insured	Fox Run Condominium Association
Principal Address	801 Luther St West College Station, TX 77840-2890
Item 2. Policy Period	From: 09-01-2023 To: 09-01-2024 (12:01 AM local time at the address shown in Item 1.)

Item 3. Maximum Policy Limits of Insurance.	
A. Maximum Policy Limit of Insurance for any one Incident or Claim	\$250,000
B. Maximum Policy Aggregate Limit of Insurance	\$250,000

Item 4. Limits of Insurance, Retentions and Insuring Agreement(s) Purchased. If any Limit of Insurance field for an Insuring Agreement is left blank or NOT COVERED is shown, there is no coverage for such Insuring Agreement.			
First Party Insuring Agreements			
A. Cyber Incident Response Fund	Each Cyber Incident Limit	Aggregate Limit for all Cyber Incidents	Each Cyber Incident Retention
1. Cyber Incident Response Team	\$250,000	\$250,000	\$2,500
			Except Cyber

			Incident Response Coach:
First Party Insuring Agreements			
NOTE: The Insured is under no obligation to use or contract for services with the Cyber Incident Response Team . However, if the Insured elects not to use or contract with the Cyber Incident Response Team but elects to use or contract with a Non-Panel Response Provider , then the Each Cyber Incident Limits and Aggregate Limit for all Cyber Incidents specified in Item 4A2 below apply.			
2. Non-Panel Response Provider	\$250,000	\$250,000	\$2,500
Insuring Agreement	Each Cyber Incident Limit	Aggregate Limit for all Cyber Incidents	Each Cyber Incident Retention
B. Business Interruption and Extra Expense			
1. Business Interruption Loss and Extra Expenses	\$250,000	\$250,000	\$2,500 Waiting Period: 18 Hours
2. Contingent Business Interruption Loss and Extra Expenses	\$250,000	\$250,000	\$2,500 Waiting Period: 24 Hours
a. Scheduled Providers Limit (if scheduled by endorsement)			Waiting Period: Hours
C. Digital Data Recovery	\$250,000	\$250,000	\$2,500
D. Network Extortion	\$250,000	\$250,000	\$2,500

Third Party Liability Insuring Agreements			
Insuring Agreement	Each Claim Limit	Aggregate Limit for all Claims	Each Claim Retention
E. Cyber, Privacy and Network Security Liability	\$250,000	\$250,000	\$2,500
1. Payment Card Loss	\$250,000	\$250,000	\$2,500
2. Regulatory Proceeding	\$250,000	\$250,000	\$2,500

Third Party Liability Insuring Agreements			
F. Electronic, Social & Printed Media	\$250,000	\$250,000	\$2,500

Item 5. Retroactive Date (only applicable to Third Party Insuring Agreements)	Full Prior Acts
Item 6. Pending or Prior Proceedings Date (only applicable to Third Party Insuring Agreements)	09-01-2021

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

Item 8. Policy Premium Plus applicable taxes and fees (if any)	\$530.00
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Item 9. Notice to Insurer	
A. Notice of Incident, Claim , or potential Claim as set forth in Section VIII, subsection C	By Mail: Director of Claims Chubb P.O. BOX 5105 Scranton, PA 18505-0518 Fax Number: 877-201-8787
	By Email: cyberclaimreport@chubb.com OR chubbclaimsfirstnotice@chubb.com
	By Mobile App or Online: Visit www.chubb.com/cyber , OR Visit www.chubb.com/us-en/claims , OR Press the 'Report Cyber Incident' button on the Chubb Cyber Alert mobile application
B. All Other Notices to the Insurer	Chief Underwriting Officer Chubb – Financial Lines Attn: Chief Underwriting Officer 1133 Avenue of the Americas, 32nd Floor New York, NY 10036

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

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

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any “loss” that is otherwise excluded under this **Policy**.

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

Forms Schedule

Form Number	Form Edition	Form Title
ALL4Y30G	0520	TEXAS NOTICE - INFORMATION AND COMPLAINTS
PF48168	1016	CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY DECLARATIONS
PF45354	0219	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
PF48161a	0916	SPECIFIED INCIDENT EXCLUSION
PF48169	1016	CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
PF48257	0918	CYBER CRIME ENDORSEMENT
PF48259	1016	POLICYHOLDER NOTICE CYBER SERVICES FOR INCIDENT RESPONSE
PF48260	1016	POLICYHOLDER NOTICE CYBER SERVICES FOR LOSS MITIGATION
ALL20887a	0316	CHUBB PRODUCER COMPENSATION PRACTICES & POLICIES
ALL21101	1106	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
PF17914a	0416	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
PF49493	0817	CYBER INCIDENT RESPONSE (SIDE-CAR WITH AFFECTED PERSONS LIMIT AMENDMENT)
PF333683	1021	PROTECTIVE SAFEGUARDS EXCLUSIONS ENDORSEMENT
PF49468	0817	GENERAL ENHANCEMENT ENDORSEMENT - CYBER
PF353336	1022	UNSOLICITED COMMUNICATIONS EXCLUSION ENDORSEMENT
Cc1k11k	0422	Signatures (All states except OH)
TRIA11e	0820	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
PF56258	0222	Musical Work or Composition Exclusion
PF48163	1017	Cyber and Privacy Insurance
PF333677	1021	GENERAL AMENDATORY ENDORSEMENT

PF333691S	1021	NEGLECTED SOFTWARE EXPLOIT ENDORSEMENT
PF333680	1021	RANSOMWARE ENCOUNTER ENDORSEMENT
PF333681	1021	WIDESPREAD EVENT ENDORSEMENT
PF56230	1221	Coordination of Coinsurance Endorsement
AW002d	1019	RISK CONTROL SERVICES FOR TEXAS POLICYHOLDERS
PF48327	1216	Amendatory Endorsement – Texas
SL17905	0409	TEXAS SURPLUS LINES NOTIFICATION

Specified Incident Exclusion

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**Cyber Enterprise Risk Management Policy
DigiTech® Enterprise Risk Management Policy**

It is agreed that Section III, Exclusions, is amended by adding the following :

Specified Incident

alleging, based upon, arising out of or attributable to the following, or any **Incident**, fact, circumstance, or situation underlying or alleged therein, or any other **Incident** whenever occurring which, together with an **Incident** underlying or alleged in the following, would constitute **Interrelated Incidents**:

The presence or vulnerability of any SolarWinds Orion Platform software with any version prior to v2020.2.1 on an Insured's Computer System or Shared Computer System.

The presence or vulnerability of any Microsoft Exchange Server within an Insured's Computer System which runs any version of software exposed to vulnerabilities documented within the National Institute of Standards and Technology's National Vulnerability Database (nvd.nist.gov) under CVE-2021-26855.

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

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this **Policy**, the **Insureds** and the **Insurer** agree as follows:

I. INSURING AGREEMENTS

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

FIRST PARTY INSURING AGREEMENTS

A. *CYBER INCIDENT RESPONSE FUND*

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

B. *BUSINESS INTERRUPTION AND EXTRA EXPENSES*

The **Insurer** will pay:

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

C. *DIGITAL DATA RECOVERY*

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

D. *NETWORK EXTORTION*

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

THIRD PARTY LIABILITY INSURING AGREEMENTS

E. *CYBER, PRIVACY AND NETWORK SECURITY LIABILITY*

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

F. *ELECTRONIC, SOCIAL AND PRINTED MEDIA LIABILITY*

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

II. DEFINITIONS

When used in this **Policy**:

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

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

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

Business Interruption Loss means:

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

Claim means any:

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

Claims Expenses means the reasonable and necessary:

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

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

Computer System means computer hardware, software, **Telephone System**, firmware, and the data stored thereon, as well as associated input and output devices, data storage devices, networking equipment and storage area network or other electronic data backup facilities.

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

Contingent Business Interruption Loss means:

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

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

Costs means:

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

Cyber Incident means:

1. with respect to Insuring Agreement A, Cyber Incident Response Fund,
 - a. any actual or reasonably suspected **Network Security Failure;**
 - b. any actual or reasonably suspected failure by an **Insured**, or any independent contractor for whom or for which an **Insured** is legally responsible, to properly handle, manage, store, destroy, protect, use or otherwise control **Protected Information;**
 - c. any unintentional violation by an **Insured** of any **Privacy or Cyber Law**, including the unintentional wrongful collection of **Protected Information** by an **Insured;**
 - d. any reasonably suspected **Interruption in Service**, provided a Limit of Insurance is shown in the Declarations applicable to Insuring Agreement B, Business Interruption And Extra Expenses; or
 - e. any reasonably suspected **Network Extortion Threat**, provided a Limit of Insurance is shown in the Declarations applicable to Insuring Agreement D, Network Extortion;
2. with respect to Insuring Agreement B, Business Interruption And Extra Expenses, an actual **Interruption in Service;**
3. with respect to Insuring Agreement C, Digital Data Recovery, an actual **Network Security Failure** resulting in **Digital Data Recovery Costs;**
4. with respect to Insuring Agreement D, Network Extortion, an actual **Network Extortion Threat;** or
5. with respect to Insuring Agreement E, Cyber, Privacy And Network Security Liability, any error, misstatement, misleading statement, act, omission, neglect, breach of duty or other offense actually or allegedly committed or attempted by any **Insured** in their capacity as such, resulting in or based upon a **Cyber Incident** as referenced in paragraphs 1 – 4 immediately above.

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

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

1. retaining the services of the **Cyber Incident Response Coach;**
2. retaining the services of a third party computer forensics firm to determine the cause and scope of a **Cyber Incident;**
3. retaining the services of a public relations or crisis communications firm for the purpose of protecting or restoring the reputation of, or mitigating financial harm to, an **Insured;**
4. retaining the services of a law firm to determine the **Insured's** rights under the indemnification provisions of a written agreement between the **Insured** and any other person or entity with respect to a **Cyber Incident** otherwise covered under Insuring Agreements A - E of this **Policy;**
5. expenses required to comply with **Privacy or Cyber Laws**, including:
 - a. retaining the services of a law firm to determine the applicability of and actions necessary to comply with **Privacy or Cyber Laws;**

- b. drafting notification letters, and to report and communicate as required with any regulatory, administrative or supervisory authority;
- c. retaining call center and other related services for notification as required by law; or
- d. providing credit monitoring, credit freezing or credit thawing.

For purposes of this paragraph 5, compliance with **Privacy or Cyber Laws** shall follow the law of the applicable jurisdiction that most favors coverage for such expenses;

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

Cyber Incident Response Expenses shall not include:

- i. costs or expenses incurred to update or improve privacy or network security controls, policies or procedures, or compliance with **Privacy or Cyber Laws**, to a level beyond that which existed prior to the applicable **Cyber Incident**;
- ii. taxes, fines, penalties, amounts for injunctive relief, or sanctions;
- iii. the **Insured's** money or any money in the **Insured's** care, custody, or control; or
- iv. wages, salaries, and other compensation of directors, officers, similar executives, or employees of an **Organization**, or internal operating costs, expenses, or fees of any **Organization**.

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

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

- 1. any amount for which an **Insured** is not financially liable or legally obligated to pay;
- 2. taxes, fines, penalties or sanctions imposed against an **Insured**, except for **Payment Card Loss** or **Regulatory Fines** otherwise covered under Insuring Agreement E;
- 3. matters uninsurable under the laws pursuant to which this **Policy** is construed;
- 4. punitive or exemplary damages, or the multiple portion of any multiplied damage award, except to the extent that such punitive or exemplary damages, or multiplied portion of any multiplied damage award, are insurable under the applicable laws of any jurisdiction which most favors coverage for such damages and which has a substantial relationship to the **Insured, Insurer, this Policy, or the Claim** giving rise to such damages;
- 5. the cost to an **Insured** to comply with any injunctive, remedial, preventative, or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;

6. consideration owed or paid by or to an **Insured**, including any royalties, restitution, reduction, disgorgement or return of any payment, charges, or fees; or costs to correct or re-perform services, or for the reprint, recall, or removal of **Media Content**;
7. liquidated damages pursuant to a contract, to the extent such amount exceeds the amount which the **Insured** would have been liable in the absence of such contract; or
8. penalties against an **Insured** of any nature, however denominated, arising by contract, except for **Payment Card Loss** otherwise covered under Insuring Agreement E.

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

Digital Data Recovery Costs means:

1. the reasonable and necessary costs incurred by an **Insured** to replace, restore, recreate, re-collect or recover **Digital Data** from written records or from partially or fully matching electronic records due to their corruption, theft, or destruction, caused by a **Network Security Failure**, including disaster recovery or computer forensic investigation efforts. However, in the event that it is determined that the **Digital Data** cannot be replaced, restored, recreated, re-collected, or recovered, **Digital Data Recovery Costs** shall be limited to the reasonable and necessary costs incurred to reach such determination; or
2. **Telephone Fraud Financial Loss**,

including reasonable and necessary expenses incurred to mitigate or reduce any costs or loss in paragraphs 1 and 2 immediately above. **Digital Data Recovery Costs** shall not include:

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

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

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

Extra Expenses means the reasonable and necessary:

1. expenses incurred by an **Insured** to the extent such expenses mitigate, reduce, or avoid an **Interruption in Service**, provided they are in excess of expenses that an **Insured** would have incurred had there been no **Interruption in Service**;
2. expenses incurred by an **Insured** to the extent such expenses reduce the **Period of Restoration**;
3. with the **Insurer's** prior consent, costs incurred by an **Insured** to retain the services of a third party forensic accounting firm to determine the amount of **Business Interruption Loss** or **Contingent Business Interruption Loss**.

Extra Expenses shall not include:

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

- b. costs or expenses incurred to update, restore, replace, upgrade, maintain, or improve any **Computer System**; or
- c. penalties of any nature, however denominated, arising by contract.

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

Insured means:

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

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

Insurer means the insurance company providing this insurance.

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

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

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

caused by a **Malicious Computer Act**.

Malicious Computer Act means malicious or fraudulent:

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

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

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

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

which results in the following:

- a. copyright infringement, passing-off, plagiarism, piracy, or misappropriation of property rights;
- b. infringement or dilution of title, logo, slogan, domain name, metatag, trademark, trade name, service mark, or service name;
- c. defamation, libel, slander, or any other form of defamation or harm to the character, reputation or feelings of any person or entity, including product disparagement, trade libel, outrage, infliction of emotional distress, or *prima facie* tort;
- d. invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness;
- e. false arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy;
- f. improper deep linking or framing; or
- g. unfair competition or unfair trade practices, including misrepresentations in advertising, solely when alleged in conjunction with the alleged conduct referenced in items a–f immediately above.

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

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

1. release, divulge, disseminate, destroy or use **Protected Information** or confidential corporate information of an **Insured** taken from an **Insured** as a result of the unauthorized access to or unauthorized use of an **Insured's Computer System** or **Shared Computer System**;
2. cause a **Network Security Failure**;
3. alter, corrupt, damage, manipulate, misappropriate, delete or destroy **Digital Data**; or
4. restrict or inhibit access to an **Insured's Computer System** or **Shared Computer System**;

where the **Insured** makes a payment or a series of payments, or otherwise meets a demand, in exchange for the mitigation or removal of such threat or series of related threats.

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

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

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

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

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

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

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

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

1. of **Network Security**; or
2. to properly protect, handle, manage, store, destroy, or otherwise control **Payment Card** data, including **Protected Information**,

where such amount is determined pursuant to a payment card processing agreement between an **Organization** and a **Payment Card Brand**, or a merchant agreement between an **Organization** and a payment services provider, including for mobile payment services, or demanded in writing from an issuing or acquiring bank that processes **Payment Card** transactions, due to an **Insured's** actual or alleged non-compliance with applicable **Payment Card Industry Data Security Standards**, EMV specifications, or mobile payment security requirements. **Payment Card Loss** shall not include:

1. subsequent fines or assessments for continued non-compliance with the **Payment Card Industry Data Security Standards**, EMV Specifications, or a mobile payment services merchant agreement; or
2. costs or expenses incurred to update or improve privacy or network security controls, policies or procedures to a level beyond that which existed prior to the applicable **Cyber Incident** or to be compliant with applicable **Payment Card Industry Data Security Standards**, EMV Specifications, or a mobile payment services merchant agreement.

Period of Restoration means the continuous period of time that:

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

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

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

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

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

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

Property Damage means physical injury to, or loss or destruction of, tangible property, including the loss of use thereof whether or not it is damaged or destroyed.

Protected Information means the following, in any format:

1. a natural person's name, e-mail address, social security number, medical or healthcare data, other protected health information, driver's license number, state identification number, credit card number, debit card number, address, unpublished telephone number, account number, account histories, personally identifiable photos, personally identifiable videos, Internet browsing history, biometric records, passwords or other non-public personal information as defined in any **Privacy or Cyber Laws**; or
2. any other third party confidential or proprietary information:
 - a. provided to an **Insured** and protected under a nondisclosure agreement or similar contract; or
 - b. which an **Organization** is legally responsible to maintain in confidence.

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

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

Retroactive Date means the date shown in Item 5 of the Declarations.

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

Subsidiary means:

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

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

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

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

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

III. EXCLUSIONS

A. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS

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

1. Conduct

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

- a. any dishonest, fraudulent, criminal, malicious or intentional act, error or omission, or any intentional or knowing violation of the law by an **Insured**; or
- b. the gaining in fact of any profit, remuneration or financial advantage to which any **Insured** was not legally entitled.

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

- i. no conduct pertaining to any natural person **Insured** shall be imputed to any other natural person **Insured**; and
- ii. any conduct pertaining to any past, present, or future **Control Group Member**, other than a Rogue Actor, shall be imputed to an **Organization**. For purposes of this exclusion, "Rogue Actor" means a **Control Group Member** acting outside his or her capacity as such.

2. Prior Knowledge

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

3. Pending or Prior Proceedings

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

- a. any pending or prior litigation, **Claim**, demand, arbitration, administrative or regulatory proceeding or administrative or regulatory investigation filed or commenced on or before the Pending or Prior Proceedings Date shown in Item 6 of the Declarations, or alleging or derived from the same or substantially the same fact, circumstance or situation underlying or alleged therein; or
- b. any other **Incident** whenever occurring which, together with an **Incident** underlying or alleged in any pending or prior litigation, **Claim**, demand, arbitration, administrative or regulatory proceeding or administrative or regulatory investigation as set forth pursuant to paragraph a. immediately above, would constitute **Interrelated Incidents**.

4. Prior Notice

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

- a. any **Incident**, fact, circumstance or situation which has been the subject of any written notice given and accepted under any other policy before the effective date of this **Policy**; or
- b. any other **Incident** whenever occurring which, together with an **Incident** which has been the subject of such notice, would constitute **Interrelated Incidents**.

5. Bodily Injury

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

6. Property Damage

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

7. Pollution

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

8. Infrastructure Outage

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

- a. under an **Insured's** operational control which are a result of a **Network Security Failure**;
- b. solely with respect to Insuring Agreement B, which are the result of a **Cyber Incident** impacting a **Shared Computer System**; or
- c. solely with respect to Insuring Agreement E, which are the result of a **Cyber Incident**.

9. War

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

10. Nuclear

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

11. Contract

for breach of any express, implied, actual or constructive contract, warranty, guarantee, or promise, including any actual or alleged liability assumed by an **Insured**, unless such liability would have attached to the **Insured** even in the absence of such contract, warranty, guarantee, or promise. However, this exclusion shall not apply to:

- a. solely with respect to Insuring Agreement E, **Payment Card Loss**;
- b. solely with respect to Insuring Agreements A or E, an **Insured's** contractual obligation to maintain the confidentiality or security of third party personal or corporate information; or
- c. solely with respect to Insuring Agreement F, misappropriation of idea under implied contract.

12. Fees or Chargebacks

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

- a. any fees, expenses, or costs paid to or charged by an **Insured**; or
- b. chargebacks, chargeback fees, interchange fees or rates, transfer fees, transaction fees, discount fees, merchant service fees, or prospective service fees.

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

13. Intellectual Property

alleging, based upon, arising out of or attributable to any infringement of, violation of, misappropriation of, or assertion of any right to or interest in a patent or **Trade Secret** by any **Insured**. However, solely with respect to Insuring Agreement E, this exclusion shall not apply to a **Claim** arising out of the actual or alleged disclosure or theft of **Protected Information** resulting from a **Network Security Failure**.

14. Antitrust or Unfair Trade Practices

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

- a. solely with respect to Insuring Agreement E, a **Claim** resulting directly from a violation of **Privacy or Cyber Laws**; or
- b. solely with respect to Insuring Agreement F, a **Claim** for a **Media Incident** as defined in paragraph g of such definition.

15. Consumer Protection Laws

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

16. ERISA or Securities Law Violation

alleging, based upon, arising out of or attributable to an **Insured's** violation of:

- a. the Employee Retirement Income Security Act of 1974, as amended;
- b. the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisors Act, or any other federal, state or local securities law,

and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state or common law. However, solely with respect to Insuring Agreements A or E, paragraph a, immediately above, shall not apply.

17. Discrimination or Employment Practices

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

18. Unsolicited Communications

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

19. Unlawful Use or Collection of Protected Information

alleging, based upon, arising out of or attributable to the unlawful use or collection of **Protected Information**, or the failure to provide adequate notice that such information is being collected or used, by an **Insured**, with knowledge of any **Control Group Member**.

20. Intentional Failure to Disclose

alleging, based upon, arising out of or attributable to an **Insured's** intentional failure to disclose the loss of **Protected Information** in violation of any law or regulation. However, this exclusion will not apply when an **Insured's** failure to disclose occurs pursuant to an order from a law enforcement or government authority in the course of a criminal investigation. Solely with respect to Insuring Agreement E, only facts pertaining to and knowledge possessed by any **Control Group Member** shall be imputed to other **Insureds**.

B. EXCLUSIONS APPLICABLE TO SPECIFIC INSURING AGREEMENTS

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

1. Force Majeure

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

2. Governmental Authority

solely with respect to Insuring Agreements C and D, alleging, based upon, arising out of, or attributable to any action of a public or governmental authority, including the seizure, confiscation or destruction of an **Insured's Computer System, a Shared Computer System** or an **Insured's Digital Data**.

3. Insured v. Insured

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

4. Licensing Entities

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

5. False Advertising or Misrepresentation

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

6. Contest or Game of Chance

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

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

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

- A. the lawful spouse or domestic partner of a natural person **Insured** solely by reason of such spouse's or domestic partner's status as a spouse or domestic partner, or such spouse's or domestic partner's ownership interest in property which the claimant seeks as recovery in such **Claim**; or
- B. the estate, heirs, legal representatives or assigns of a natural person **Insured** if such natural person **Insured** is deceased, or the legal representatives or assigns of a natural person **Insured** if such natural person **Insured** is legally incompetent, insolvent or bankrupt,

provided that:

1. no coverage is provided for any act, error, or omission of an estate, heir, legal representative, assign, spouse or domestic partner; and
2. all of the terms and conditions of this **Policy** including, without limitation, all applicable Retentions shown in Item 4 of the Declarations apply to such **Claim**.

V. EXTENDED REPORTING PERIOD

- A. Solely with respect to Insuring Agreements A, E, and F, if the **Insurer** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), or if the **Named Insured** terminates or does not renew this **Policy** and does not obtain replacement coverage as of the effective date of such termination or nonrenewal, the **Named Insured** shall have the right, upon payment of the additional premium shown in Item 7A of the Declarations and subject to the terms specified in Subsections B-E directly below, to a continuation of the coverage granted by this **Policy** for an **Extended Reporting Period** shown in Item 7B of the Declarations following the effective date of such termination or non-renewal.
- B. Coverage for the **Extended Reporting Period** shall be only for **Claims** first made or **Incidents** first discovered during such **Extended Reporting Period** and arising from **Incidents** taking place prior to the effective date of such termination or non-renewal. This right to continue coverage shall lapse unless written notice of such election is given by the **Named Insured** to the **Insurer**, and the **Insurer** receives payment of the additional premium shown in Item 7A of the Declarations, within thirty (30) days following the effective date of termination or non-renewal.
- C. The **Extended Reporting Period** is non-cancelable and the entire premium for the **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.
- D. The **Extended Reporting Period** shall not increase or reinstate any Limits of Insurance. The Limits of Insurance as shown in Item 3 and Item 4 of the Declarations shall apply to both the **Policy Period** and the **Extended Reporting Period**, combined.
- E. A change in **Policy** terms, conditions, exclusions or premiums shall not be considered a non-renewal for purposes of triggering the rights to the **Extended Reporting Period**.

VI. LIMITS OF INSURANCE

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

A. MAXIMUM POLICY AGGREGATE LIMIT OF INSURANCE

The **Insurer's** maximum limit of insurance under all Insuring Agreements resulting from all **Claims** first made and **Incidents** first discovered during the **Policy Period** is shown in Item 3B of the Declarations, Maximum Policy Aggregate Limit of Insurance.

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

The **Insurer's** maximum limit of insurance for all **Incidents** or **Claims** under any one Insuring Agreement shall be the applicable Aggregate Limit for all **Incidents** or **Claims** shown in Item 4 of the Declarations,

which shall be part of, and not in addition to, the Maximum Policy Aggregate Limit of Insurance shown in Item 3B of the Declarations.

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

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

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

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

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

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

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

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

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

VII. RETENTION

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

B. With respect to Insuring Agreement B, the **Insurer** will pay the actual **Business Interruption Loss**, **Contingent Business Interruption Loss** and **Extra Expenses** incurred by an **Insured**:

1. once the applicable **Waiting Period** shown in Item 4B of the Declarations has expired; and
2. which is in excess of the applicable Retention amount shown in Item 4B of the Declarations.

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

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

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

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

VIII. NOTICE

- A. Urgent crisis management assistance by the **Cyber Incident Response Coach** is available at the hotline number shown in the Declarations. Use of the services of the **Cyber Incident Response Coach** for a consultation DOES NOT constitute notice under this **Policy** of a **Cyber Incident** or **Claim**. In order to provide notice under this **Policy**, such notice must be given in accordance with and is subject to Subsections B-D of this Section VIII.

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

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

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

- C. If, during the **Policy Period**, any **Control Group Member** first becomes aware of any specific **Incident** which may reasonably give rise to a future **Claim** under this **Policy**, and written notice is given to the **Insurer** during the **Policy Period**, of the:

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

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

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

1. Notice to the **Insureds** may be given to the **Named Insured** at the address shown in Item 1 of the Declarations.
2. Notice to the **Insurer** of any **Incident** or **Claim** shall be given to the **Insurer** at the physical address or email address shown in Item 9A of the Declarations.
3. All other notices to the **Insurer** under this **Policy** shall be given to the **Insurer** at the physical address shown in Item 9B of the Declarations.

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

IX. DEFENSE AND SETTLEMENT

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

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

- B. The **Insurer** shall have the right, but not the duty, to defend any **Regulatory Proceeding**. For such **Claims**, the **Insured** shall select defense counsel from the **Insurer's** list of approved law firms, and the **Insurer** reserves the right to associate in the defense of such **Claims**.
- C. No **Insured** shall settle any **Claim**, incur any **Claims Expenses**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the **Insurer's** written consent, which shall not be unreasonably withheld.
- D. The **Insurer** shall not settle any **Claim** without the written consent of the **Named Insured**. If the **Named Insured** refuses to consent to a settlement recommended by the **Insurer** and acceptable to the claimant, then the **Insurer's** applicable Limit of Insurance under this **Policy** with respect to such **Claim** shall be reduced to:
 1. the amount of **Damages** for which the **Claim** could have been settled plus all **Claims Expenses** incurred up to the time the **Insurer** made its recommendation to the **Named Insured**; plus
 2. eighty percent (80%) of all subsequent covered **Damages** and **Claims Expenses** in excess of such amount referenced in paragraph (1) immediately above, which amount shall not exceed that portion of any applicable Limit of Insurance that remains unexhausted by payment of **Costs**, **Damages**, and **Claims Expenses**. The remaining twenty percent (20%) of all subsequent covered **Damages** and **Claims Expenses** shall be borne by the **Insureds** uninsured and at their own risk. However, this provision does not apply to any potential settlement that is within the Retention.
- E. The **Insurer** shall not be obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle any **Claim** after any applicable Limit of Insurance has been exhausted by payment of **Costs**, **Damages**, or **Claims Expenses**, or by any combination thereof, or after the **Insurer** has deposited the remainder of any unexhausted applicable Limit of Insurance into a court of competent jurisdiction. In either such case, the **Insurer** shall have the right to withdraw from the further investigation, defense, payment or settlement of such **Claim** by tendering control of such **Claim** to the **Insured**.
- F. The **Insureds** shall cooperate with the **Insurer** and provide to the **Insurer** all information and assistance which the **Insurer** reasonably requests including attending hearings, depositions and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim** covered by this **Policy**. The **Insured** shall do nothing that may prejudice the **Insurer's** position. The **Insureds** shall immediately forward to the **Insurer**, at the address shown in Item 9A of the Declarations, every demand, notice, summons, or other process or pleading received by an **Insured** or its representatives.
- G. With the exception of paragraph 6 of the **Cyber Incident Response Expenses** definition, an **Insured** has the right to incur **Cyber Incident Response Expenses** without the **Insurer's** prior consent. However, the **Insurer** shall, at its sole discretion and in good faith, pay only for such expenses that the **Insurer** deems to be reasonable and necessary.

X. **PROOF OF LOSS FOR FIRST PARTY INSURING AGREEMENTS**

- A. Requests for payment or reimbursement of **Costs** incurred by an **Insured** shall be accompanied by a proof of loss with full particulars as to the computation of such **Costs**. Such proof of loss will include in detail how the **Costs** were calculated, and what assumptions have been made, and shall include documentary evidence, including any applicable reports, books of accounts, bills, invoices and other vouchers or proofs of payment made by an **Insured** in relation to such **Costs**. Furthermore, the **Insureds** shall cooperate with, and provide any additional information reasonably requested by, the **Insurer** in its review of **Costs**, including the right to investigate and audit the proof of loss and inspect the records of an **Insured**.
- B. With respect to Insuring Agreement B, the **Business Interruption Loss** or **Contingent Business Interruption Loss** will be determined taking full account and due consideration of an **Insured's** proof of loss and in addition, the trends or circumstances which affect the profitability of the business and would have affected the profitability of the business had the **Business Interruption Loss** or **Contingent Business Interruption Loss** not occurred, including all material changes in market conditions or adjustment expenses which would affect the net profit generated. However, the **Insurer's** adjustment will not include the **Insured's** increase in income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of a **Malicious Computer Act** on others.

XI. ALLOCATION

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

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

XII. OTHER INSURANCE

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

XIII. MATERIAL CHANGES IN EXPOSURE

A. ACQUISITION OR CREATION OF ANOTHER ENTITY

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

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

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

B. ACQUISITION OF THE NAMED INSURED

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

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

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

C. TERMINATION OF A SUBSIDIARY

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

XIV. REPRESENTATIONS

- A. In granting coverage to any **Insured**, the **Insurer** has relied upon the declarations and statements in the **Application** for this **Policy**. Such declarations and statements are the basis of the coverage under this **Policy** and shall be considered as incorporated in and constituting part of this **Policy**.
- B. The **Application** for coverage shall be construed as a separate **Application** for coverage by each **Insured**. With respect to the declarations and statements in such **Application**, no knowledge possessed by a natural person **Insured** shall be imputed to any other natural person **Insured**.
- C. However, in the event that such **Application** contains any misrepresentations made with the actual intent to deceive or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by the **Insurer** under this **Policy**, then no coverage shall be afforded for any **Incident** or **Claim** based upon, arising from or in consequence of any such misrepresentations with respect to:
1. any natural person **Insured** who knew of such misrepresentations (whether or not such natural person knew such **Application** contained such misrepresentations); or
 2. an **Organization**, if any past or present **Control Group Member** knew of such misrepresentations (whether or not such **Control Group Member** knew such **Application** contained such misrepresentations).
- D. The **Insurer** shall not be entitled under any circumstances to void or rescind this **Policy** with respect to any **Insured**.

XV. TERMINATION OF THIS POLICY

- A. This **Policy** shall terminate at the earliest of the following times:
1. the effective date of termination specified in a prior written notice by the **Named Insured** to the **Insurer**;
 2. sixty (60) days after receipt by the **Named Insured** of a written notice of termination from the **Insurer** for any reason allowed by applicable insurance laws or regulations, other than failure to pay premium when due;
 3. twenty (20) days after receipt by the **Named Insured** of a written notice of termination from the **Insurer** for failure to pay a premium when due, unless the premium is paid within such twenty (20) day period;
 4. upon expiration of the **Policy Period** as shown in Item 2 of the Declarations; or
 5. at such other time as may be agreed upon by the **Insurer** and the **Named Insured**.
- B. If the **Policy** is terminated by the **Named Insured** or the **Insurer**, the **Insurer** shall refund the unearned premium computed *pro rata*. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

XVI. TERRITORY AND VALUATION

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

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

XVII. CYBER INCIDENT RESPONSE FUND PROVISIONS

- A. With respect to the **Cyber Incident Response Team** or a **Non-Panel Response Provider**:
1. The **Insureds** are under no obligation to contract for services with the **Cyber Incident Response Team**. However, if an **Insured** elects to use any **Non-Panel Response Providers** for any **Cyber Incident Response Expenses**, the applicable Limits of Insurance shown in Item 4A2 of the Declarations will apply.
 2. The **Insurer** shall not be a party to any agreement entered into between any **Cyber Incident Response Team** service provider and an **Insured**.
 3. **Cyber Incident Response Team** service providers are independent contractors, and are not agents of the **Insurer**. The **Insureds** agree that the **Insurer** assumes no liability arising out of any services rendered by a **Cyber Incident Response Team** service provider. The **Insurer** shall not be entitled to any rights or subject to any obligations or liabilities set forth in any agreement entered into between any **Cyber Incident Response Team** service provider and an **Insured**. Any rights and obligations with respect to such agreement, including billings, fees and services rendered, are solely for the benefit of, and borne solely by such **Cyber Incident Response Team** service provider and such **Insured**, and not the **Insurer**.
 4. The **Insurer** has no obligation to provide any of the services provided by the **Cyber Incident Response Team**.
- B. With respect to any other third party vendor, the **Insurer** may provide the **Named Insured** with a list of third-party privacy and network security loss mitigation vendors whom the **Named Insured**, at its own election and at the **Named Insured's** own expense, may retain for cyber risk management to inspect, assess, and audit the **Named Insured's** property, operations, systems, books, and records, including the **Named Insured's** network security, employee cyber security awareness, incident response plans, services provider contracts, and regulatory compliance. Any loss mitigation inspection, assessment, or audit purchased by the **Named Insured**, and any report or recommendation resulting therefrom, shall not constitute an undertaking at the request of or for the benefit of the **Insurer**.

XVIII. SUBROGATION

- A. The **Insurer** shall have no rights of subrogation against any **Insured** under this **Policy** unless Exclusion III.A.1 or Section XIV, Subsection C, applies.
- B. In the event of payment under this **Policy**, the **Insureds** must transfer to the **Insurer** any applicable rights to recover from another person or entity all or part of any such payment. The **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Insurer** to effectively bring suit or otherwise pursue subrogation rights in the name of the **Insureds**.
- C. If prior to the **Incident** or **Claim** connected with such payment an **Insured** has agreed in writing to waive such **Insured's** right of recovery or subrogation against any person or entity, such agreement shall not be considered a violation of such **Insured's** duties under this **Policy**.

XIX. ACTION AGAINST THE INSURER AND BANKRUPTCY

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

XX. AUTHORIZATION CLAUSE

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

XXI. ALTERATION, ASSIGNMENT, AND HEADINGS

- A. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this **Policy** nor prevent the **Insurer** from asserting any right under the terms of this **Policy**.
- B. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy** which is signed by an authorized representative of the **Insurer**.
- C. The titles and headings to the various parts, sections, subsections and endorsements of the **Policy** are included solely for ease of reference and do not in any way limit, expand, serve to interpret or otherwise affect the provisions of such parts, sections, subsections or endorsements.
- D. Any reference to the singular shall include the plural and vice versa.

XXII. ALTERNATIVE DISPUTE RESOLUTION

- A. The **Insureds** and the **Insurer** shall submit any dispute or controversy arising out of or relating to this **Policy** or the breach, termination or invalidity thereof to the alternative dispute resolution (“ADR”) process set forth in this Section.
- B. Either an **Insured** or the **Insurer** may elect the type of ADR process discussed below. However, such **Insured** shall have the right to reject the choice by the **Insurer** of the type of ADR process at any time prior to its commencement, in which case the choice by such **Insured** of ADR process shall control.
- C. There shall be two choices of ADR process:
 - 1. non-binding mediation administered by any mediation facility to which the **Insurer** and an **Insured** mutually agree, in which such **Insured** and the **Insurer** shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or
 - 2. arbitration submitted to any arbitration facility to which an **Insured** and the **Insurer** mutually agree, in which the arbitration panel shall consist of three disinterested individuals.

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

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

XXIII. INTERPRETATION

The terms and conditions of this **Policy** shall be interpreted and construed in an even-handed fashion as between the parties. If the language of this **Policy** is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms and conditions, without regard to authorship of the language, without any presumption or arbitrary interpretation or construction in favor of either the **Insureds** or the **Insurer**, and without reference to the reasonable expectations of either the **Insureds** or the **Insurer**.

XXIV. COMPLIANCE WITH TRADE SANCTIONS

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

Cyber Crime Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**Chubb Cyber Enterprise Risk Management Policy
Chubb DigiTech® Enterprise Risk Management Policy**

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

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

Cyber Crime Insuring Agreements	<u>Each Loss Limit of Insurance</u>	<u>Aggregate Limit of Insurance</u>	<u>Each Loss Retention</u>
<input checked="" type="checkbox"/> Funds Transfer Fraud Limit of Insurance	\$100,000	\$100,000	\$2,500
<input checked="" type="checkbox"/> Computer Fraud Limit of Insurance	\$100,000	\$100,000	\$2,500
<input checked="" type="checkbox"/> Social Engineering Fraud Limit of Insurance	\$100,000	\$100,000	\$10,000

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

CYBER CRIME INSURING AGREEMENTS

Funds Transfer Fraud

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

Computer Fraud

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

Social Engineering Fraud

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. No coverage will be available for:

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

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

3. loss or damage due to declared or undeclared war, civil war, insurrection, rebellion, revolution, military, naval or usurped power, governmental intervention, expropriation or nationalization, or any act or condition incident to any of the foregoing;
4. loss or damage due to nuclear reaction, nuclear radiation or radioactive contamination, or any act or condition incident to any of the foregoing;
5. loss of income not realized as the result of a covered loss;
6. indirect or consequential loss of any kind;
7. fees, costs or expenses incurred or paid in defending or prosecuting any legal proceeding or claim;
8. loss sustained by one **Insured** to the advantage of any other **Insured**;
9. loss or damage due to **Computer Fraud** or **Funds Transfer Fraud** or other fraudulent, dishonest or criminal act committed by any authorized representative of an **Insured**, whether acting alone or in collusion with others.

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

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

1. loss or damage to **Money** or **Securities** as a result of **Computer Fraud** or **Funds Transfer Fraud**;
2. loss due to any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
3. loss due to the failure of any party to perform, in whole or in part, under any contract;

4. loss due to the extension of any loan, credit or similar promise to pay;
5. loss due to any party's use of or acceptance of any credit card, debit card or similar instrument, whether or not genuine;
6. loss due to any person purporting to be a representative of any financial institution, asset manager, broker-dealer, armored motor vehicle company, or any similar entity;
7. loss of **Money** or **Securities** while in the mail or in the custody of any carrier for hire, including but not limited to any armored motor vehicle company;
8. loss due to the failure, malfunction, inadequacy or illegitimacy of any product or service;
9. loss of or damage to any **Property**;
10. loss due to any gambling, game of chance, lottery or similar game;
11. loss in excess of \$50,000, unless the transferring, payment or delivery of **Money** or **Securities** is made:
 - a. by a **Control Group Member**, or
 - b. by any **Employee** (other than a **Control Group Member**), agent, independent contractor or other representative of the **Insured**, after receiving **Official Authorization** from:
 - i. a **Control Group Member**, or
 - ii. an **Employee** acting in a supervisory capacity.

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

1. loss unless sustained by any **Insured** at any time, and **Discovered** during the **Policy Period** and prior to the termination of the coverage provided by this endorsement as to such **Insured**;
2. loss unless sustained by any **Insured** at any time, and **Discovered** during the **Policy Period** and prior to the termination of any Cyber Crime Insuring Agreement or any particular coverage offered under any Cyber Crime Insuring Agreement;
3. loss unless sustained by any **Insured** at any time, and **Discovered** during the **Policy Period** and prior to the termination of the coverage provided by this endorsement in its entirety,
provided that in no event will coverage be available under this coverage for such loss if such loss is covered under any renewal or replacement of this coverage or any Cyber Crime Insuring Agreement or any particular coverage offered under any Cyber Crime Insuring Agreement.

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

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

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

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

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

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

by one natural person or entity, or in which the same group of natural persons or entities acting together are implicated, regardless of whether such act, casualty or event or series of acts, casualties or events was committed or occurred before or during the **Policy Period**.

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

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

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

On exhausting the applicable Cyber Crime Aggregate Limit of Insurance by such payments the **Insurer** shall have no further liability for loss or losses regardless of when **Discovered** and whether or not previously reported to the **Insurer**; and the unpaid portion of the applicable Cyber Crime Aggregate Limit of Insurance and Maximum Policy Aggregate Limit of Insurance shall not be increased or reinstated by any recovery made and applied in accordance with Section XVIII. Recoveries (as amended in paragraph 17 of this endorsement). In the event that a loss of **Securities** is settled by indemnity in lieu of payment, then such loss shall not reduce the unpaid portion of the applicable Cyber Crime Aggregate Limit of Insurance or Maximum Policy Aggregate Limit of Insurance.

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

- A. The **Insurer's** liability under this **Policy** shall apply only to that part of each loss which is in excess of the applicable Retention set forth in item 4 of the Declarations for this **Policy**.
- B. If an **Insured** receives payment under another policy or bond, after applying a deductible or retention, for loss also covered hereunder, then the applicable Retention set forth in Item 4 of the declarations as amended by this endorsement shall be reduced by the deductible or retention previously applied to such loss.

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

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

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

Section VIII. NOTICE AND PROOF OF LOSS

- A. Knowledge possessed by any **Insured** or **Discovery** shall be deemed knowledge possessed by or **Discovery** by all **Insureds**.
- B. It is a condition precedent to coverage hereunder that, upon **Discovery**, the **Named Insured** will:
 1. give written notice to the **Insurer** as soon as practicable but in no event later than 90 days after such **Discovery**;

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

No Claim will be denied for failure to submit a written notice of Claim within the required amount time, unless this failure operates to prejudice the rights of the Insurer.

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

10. Section IX, DEFENSE AND SETTLEMENT, is deleted in its entirety.
11. Section X, PROOF OF LOSS FOR FIRST PARTY INSURING AGREEMENTS, is deleted.
12. Section XI, ALLOCATION, is deleted.
13. Section XII, OTHER INSURANCE, is deleted and replacing with the following:

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

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

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

A. ACQUISITION OR CREATION OF ANOTHER ORGANIZATION

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

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

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

B. ACQUISITION OF THE NAMED INSURED

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

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

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

C. Termination of a **Subsidiary**

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

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

Section XIV. CONCEALMENT, MISREPRESENTATION OR FRAUD

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

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

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

The **Insurer** shall pay:

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

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

Section XVIII. RECOVERIES

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

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

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

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

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

19. The following Sections are added:

OWNERSHIP

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

NON-ACCUMULATION OF LIABILITY

- A. When there is more than one **Insured**, the maximum liability of the **Insurer** for loss sustained by any or all **Insureds** shall not exceed the amount for which the **Insurer** would be liable if all loss was sustained by any one **Insured**.
- B. Regardless of the number of years this coverage remains in effect and the total premium amounts due or paid, whether under this **Policy**, any prior bond or policy, or any renewal or replacement of this **Policy**, the liability of the **Insurer** with respect to any loss shall not be cumulative from year to year or from **Policy Period** to **Policy Period**.

TERMINATION OF PRIOR BONDS OR POLICIES

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

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

Policyholder Notice Cyber Services for Incident Response

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

This Notice provides information concerning access to cyber services for incident response.

Cyber Incident Response Team

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

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

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

Please note the following:

1. Should you experience a cyber related incident, you may choose to call the **Cyber Incident Response Team** Hotline listed in your **Policy** for immediate triage assistance. Please be aware that the hotline service is provided by a third-party law firm. If you engage this service, it is billable to you at the standard rate per hour outlined in the Chubb **Cyber Incident Response Team** Panel Guidelines. Calling the hotline does NOT satisfy the claim notification requirements of your **Policy**.
2. Chubb shall not be a party to any agreement entered into between any **Cyber Incident Response Team** service provider and the policyholder. It is understood that **Cyber Incident Response Team** service providers are independent contractors, and are not agents of Chubb. The policyholder agrees that Chubb assumes no liability arising out of any services rendered by a **Cyber Incident Response Team** service provider. Chubb shall not be entitled to any rights or subject to any obligations or liabilities set forth in any agreement entered into between any **Cyber Incident Response Team** service provider and the policyholder. Any rights and obligations with respect to such agreement, including but limited to billings, fees and services rendered, are solely for the benefit of, and borne solely by such **Cyber Incident Response Team** service provider and the policyholder, and not Chubb.

3. Chubb has no obligation to provide any of the legal, computer forensics, public relations, notification and identity services, call center services, cyber extortion and ransom, legal and regulatory communications, and business interruption advice and services provided by the **Cyber Incident Response Team**.
4. The policyholder is under no obligation to contract for services with **Cyber Incident Response Team** service providers, except as may be amended by the **Policy**.
5. Solely with respect to the services provided by the **Cyber Incident Response Team**:
 - a. Failure to comply with any one or more of the requirements of the **Cyber Incident Response Team** will preclude coverage under the applicable limit(s).
 - b. Chubb may, at its sole discretion and only as evidenced by Chubb's prior written approval, on or before the effective date of the **Policy**, permit the policyholder to retain alternative service providers to provide services comparable to the services and rates offered by the **Cyber Incident Response Team**.
 - c. If, during the **Policy Period**, either (i) any of the **Cyber Incident Response Team** service providers is unable to or does not provide the services covered and as defined in the definition of **Cyber Incident Response Expenses** or (ii) there is a change of law or regulation that prevents service providers selected exclusively from the **Cyber Incident Response Team** from providing the legal, computer forensic, notification, call center, public relations, crisis communications, fraud consultation, credit monitoring, and identity restoration advice and services sought by the policyholder, Chubb may, at its sole discretion and only as evidenced by Chubb's prior written approval, permit the policyholder to retain alternative service providers to provide services comparable to the services offered by the **Cyber Incident Response Team**.
 - d. The maximum rate Chubb will pay for **Cyber Incident Response Expenses** shall be no more than the rates outlined in the 'Chubb **Cyber Incident Response Team** Panel Guidelines' for such services.



Policyholder Notice Cyber Services for Loss Mitigation

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

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

Loss Mitigation Services

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

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

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

Policyholder Reimbursements

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

Please note the following:

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

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

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

**Chubb Producer Compensation
Practices & Policies**

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

1-866-512-2862.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

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

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

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

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

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

Cyber Incident Response (Side Car with Affected Persons Limit Amendment)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

**Chubb Cyber Enterprise Risk Management Policy
Chubb DigiTech® Enterprise Risk Management Policy**

It is agreed that:

1. Section II, DEFINITIONS, is amended as follows:
 - A. The definition of **Cyber Incident Response Expenses** is amended by deleting paragraphs 5.b, 5.c, and 5.d, and replacing them with **Affected Persons Remediation Expenses**.
 - B. The following definitions are added:
 - **Affected Person** means a natural person for whom a notification letter, described in subsection a. of **Affected Persons Remediation Expenses**, is required, pursuant to the terms of this **Policy**.
 - **Affected Persons Remediation Expenses** means the following expenses as required to comply with **Privacy or Cyber Laws**:
 - a. drafting notification letters, and to report and communicate as required with any regulatory, administrative or supervisory authority;
 - b. retaining call center and other related services for notification as required by law; or
 - c. providing credit monitoring, credit freezing or credit thawing for up to the lesser of:
 1. the number of months as required by law; or
 2. the number of months set forth in the schedule below, provided that such a number is entered.

Schedule:

Number of Months : 12

For purposes of this paragraph, compliance with **Privacy or Cyber Laws** shall follow the law of the applicable jurisdiction that most favors coverage for such expenses.

2. Solely with respect to **Affected Persons Remediation Expenses**:
 - A. Section VI, LIMITS OF INSURANCE, is amended as follows:
 1. Subsection A, MAXIMUM POLICY AGGREGATE LIMIT OF INSURANCE, is deleted and replaced with the following:
 - A. MAXIMUM POLICY AGGREGATE LIMIT OF INSURANCE
The **Insurer's** maximum limit of insurance under all Insuring Agreements resulting from all **Claims** first made and **Incidents** first discovered during the **Policy Period** is shown in Item 3.B. of the Declarations, Maximum Policy Aggregate Limit of Insurance; provided that this paragraph shall not apply to **Affected Persons Remediation Expenses**.
 2. Subsections B, AGGREGATE LIMIT FOR ALL INCIDENTS OR CLAIMS UNDER ANY ONE INSURING AGREEMENT, and C, MAXIMUM LIMIT OF INSURANCE FOR EACH INCIDENT OR CLAIM UNDER ANY ONE INSURING AGREEMENT, are deleted in their entirety.
 3. The following subsection is added:

- MAXIMUM LIMIT OF INSURANCE FOR ALL AFFECTED PERSONS REMEDIATION EXPENSES FOR ALL CYBER INCIDENTS

The **Insurer's** maximum limit of insurance for all **Incidents** under Insuring Agreement A for all **Affected Persons Remediation Expenses** shall be the **Affected Persons Remediation Expenses** Limit shown in Item 4.A.1 of the Declarations, which shall be in addition to, and not part of, the Maximum Policy Aggregate Limit of Insurance shown in Item 3.B of the Declarations. The **Affected Persons Remediation Expenses** Limit is equal to the total amount of **Affected Persons Remediation Expenses** attributable to the total number of **Affected Persons** set forth in Item 4.A.1 of the Declarations, in the aggregate. Except as provided in item 3 of this endorsement, in no event shall the **Insurer** be liable pursuant to the **Affected Persons Remediation Expenses** Limit for any **Affected Persons Remediation Expenses** attributable to more than the number of **Affected Persons** listed in Item 4.A.1. of the Declarations.

- B. The Each **Cyber Incident** Limit and the Aggregate Limit for all **Cyber Incidents**, set forth in Items 4. A.1. and 4.A.2. of the Declarations, are deleted and replaced with the following:

A. Cyber Incident Response Fund	Affected Persons Remediation Expenses Limit
1. Cyber Incident Response Team	50,000 Affected Persons
2. Non-Panel Response Provider	NOT COVERED

The Each **Cyber Incident** Retention set forth in Item 4.A.1 shall remain unchanged.

3. Solely in the event of complete exhaustion of the **Affected Persons Remediation Expenses** Limit by payment of **Affected Persons Remediation Expenses**, any remaining limit of insurance available for **Cyber Incident Response Expenses** shall, subject to the applicable Limits of Insurance set forth in Item 4 of the Declarations, be available for **Affected Persons Remediation Expenses**, provided that any payment by the **Insurer** of such **Affected Persons Remediation Expenses** shall be subject further to the Maximum Single Limit of Insurance set forth in Item 3.A. of the Declarations and the Maximum Policy Aggregate Limit of Insurance set forth in Item 3.B. of the Declarations.
4. No coverage is available pursuant to this endorsement for use of **Non-Panel Response Providers**. In the event that an **Insured** chooses to use a **Non-Panel Response Provider**, any coverage provided under this **Policy** shall be pursuant to the terms of this **Policy** and this endorsement shall not apply.

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

PROTECTIVE SAFEGUARDS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

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

1. Section III, Exclusions, subsection B, Exclusions Applicable To Specific Insuring Agreements, is amended by adding the following:

- Protective Safeguards

solely with respect to Insuring Agreements A-E, alleging, based upon, arising out of, or attributable to any **Cyber Incident** that reasonably could have been avoided had the **Insured** not failed to:

maintain **Specified Cyber Security Safeguards**.

remediate **Known Cyber Vulnerabilities** which the **Insurer** specifically communicated to the **Insured** prior to the effective date of this **Policy**.

However, this exclusion shall not apply to **Costs, Claims Expenses**, or the **Insurer's** duty to defend any such **Claim**, unless the **Insurer** obtains information that such **Cyber Incident** reasonably could have been avoided but for the **Insured's** failure, at which time the **Insured** shall reimburse the **Insurer** for any **Costs** or **Claims Expenses** paid by the **Insurer**. Provided that:

- i. if a criminal proceeding is brought against any natural person **Insured** other than a **Control Group Member** ("Suspected Individual"), alleging conspiracy to commit or assist others in committing a **Malicious Computer Act** against other **Insureds**, then no such failure or act of such Suspected Individual shall be imputed to any other **Insured** for purposes of this exclusion; and
- ii. any conduct pertaining to any past, present, or future **Control Group Member**, other than a Rogue Actor, shall be imputed to an **Organization**. For purposes of this exclusion, "Rogue Actor" means a **Control Group Member** acting outside his or her capacity as such.

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

Specified Cyber Security Safeguards means the following:

- | |
|---|
| <ul style="list-style-type: none">- Multi-factor authentication (MFA)- Multi-factor authentication on Corporate E-Mail- Multi-factor authentication on Corporate Network, Systems, Remote Access, and/or VPNs |
|---|

Known Cyber Vulnerabilities means the following:

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3. Section IX, Defense and Settlement, subsection F, is deleted and replaced with the following:
 - F. The **Insureds** shall cooperate with the **Insurer** and provide to the **Insurer** all information and assistance which the **Insurer** reasonably requests, including attending hearings, depositions, and trials, and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and conducting the investigation and defense of any **Claim** covered by this **Policy**. Further, the **Insureds** shall provide the **Insurer** a signed statement of the **Insureds'** complete and truthful responses to any requests for information and produce all pertinent records at such reasonable times and places as the **Insurer** shall designate. The **Insured** shall do nothing that may prejudice the **Insurer's** position. The **Insureds** shall forward to the **Insurer** as soon as practicable, at the address shown in Item 10A of the Declarations, every demand, notice, summons, or other process or pleading received by an **Insured** or its representatives.

4. Section X, Proof of Loss for First Party Insuring Agreements, subsection A, is amended by adding the following:

Further, the **Insureds** shall provide the **Insurer** a signed statement of the **Insureds'** complete and truthful responses to any requests for information and produce all pertinent records at such reasonable times and places as the **Insurer** shall designate.

All The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

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

General Enhancement Endorsement – Cyber

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Chubb Cyber Enterprise Risk Management Policy

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

1. Section II, DEFINITIONS, is amended as follows:
 - A. Paragraph 3 of the definition of **Claim** is deleted and replaced with the following;
 3. arbitration, mediation, or other alternative dispute resolution proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the receipt of a written demand, or service of a complaint or similar pleading;
 - B. The definition of **Computer System** is deleted and replaced with the following:

Computer System means computer hardware, software, **Telephone System**, firmware, and the data stored thereon, as well as associated input and output devices, data storage devices, mobile devices, networking equipment and storage area network or other electronic data backup facilities. The terms referenced herein include Industrial Control Systems.
 - C. Paragraph 2 of the definition of **Cyber Incident Response Expenses** is deleted and replaced with the following:
 2. retaining the services of third party forensic firms, including a Payment Card Industry (PCI) Forensic Investigator, to determine the cause and scope of a **Cyber Incident**;
 - D. Paragraph 5.c. of the definition of **Cyber Incident Response Expenses** is deleted and replaced with the following:
 - c. call center services, mailing services or costs, and other related services for notification as required by law; or
 - E. The definition of **Cyber Incident Response Team** is amended by replacing the term “**Pre-Approved Service Providers**” with “**Pre-Approved Response Providers**”.
 - F. The definition of **Damages** is amended by inserting the phrase “**Regulatory Fines,**” after “**Payment Card Loss,**”.
 - G. Paragraph 2 of the definition of **Damages** is amended by inserting the word “directly” before “imposed”.
 - H. The definition of **Network Extortion Threat** is deleted and replaced with the following:

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

 1. release, divulge, disseminate, destroy or use **Protected Information**, or confidential corporate information of an **Insured**, as a result of the unauthorized access to or unauthorized use of an **Insured’s Computer System** or **Shared Computer System**;
 2. cause a **Network Security Failure**;
 3. alter, corrupt, damage, manipulate, misappropriate, encrypt, delete or destroy **Digital Data**; or
 4. restrict or inhibit access to an **Insured’s Computer System** or **Shared Computer System**;

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

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

I. The definition of **Payment Card Loss** is deleted and replaced with the following:

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

1. of **Network Security**; or
2. to properly protect, handle, manage, store, destroy, or otherwise control **Payment Card** data, including **Protected Information**;

where such amount is determined pursuant to a payment card processing agreement between an **Organization** and a **Payment Card Brand**, or a merchant agreement between an **Organization** and a payment services provider, including for mobile payment services, or demanded in writing from an issuing or acquiring bank that processes **Payment Card** transactions, due to an **Insured's** actual or alleged non-compliance with applicable **Payment Card Industry Data Security Standards**, EMV specifications, or mobile payment security requirements. **Payment Card Loss** shall not include:

1. subsequent fines or assessments for non-compliance with the **Payment Card Industry Data Security Standards**, EMV Specifications, or a mobile payment services merchant agreement unrelated to a specific **Claim**; or
2. costs or expenses incurred to update or improve privacy or network security controls, policies or procedures to a level beyond that which existed prior to the applicable **Cyber Incident** or to be compliant with applicable **Payment Card Industry Data Security Standards**, EMV Specifications, or a mobile payment services merchant agreement.

J. The definition of **Pre-Approved Response Provider** is amended by replacing both instances of the word “service” with “response”.

K. The definition of **Property Damage** is deleted and replaced with the following:

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

L. The definition of **Protected Information** is amended by deleting the word “unpublished”.

M. The definition of **Protected Information** is further amended by deleting Paragraph 2.a. and replacing it with the following:

- a. that is not available to or known by the general public; or

N. The definition of **Regulatory Proceeding** is amended by inserting “, notice,” after “complaint”.

O. The definition of **Retroactive Date** is amended by adding the following:

If Item 5 of the Declarations is left blank or contains the phrases “Full Prior Acts”, “N/A”, “Not Applicable”, or “None”, then **Retroactive Date** means the beginning of time.

2. Section III, EXCLUSIONS, subsection A, EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, is amended as follows:

A. Exclusion 1. Conduct is amended by deleting the word “dishonest”.

B. Exclusion 3. Pending or Prior Proceedings, paragraph a., is amended by inserting the word “written” before “demand”.

C. Exclusion 4. Prior Notice is deleted and replaced with the following:

4. Prior Notice

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

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

- b. any other **Incident**, whenever occurring, which, together with an **Incident** which has been the subject of such notice pursuant to paragraph a. immediately above, would constitute **Interrelated Incidents**.
- D. Exclusion 11. Contract is deleted and replaced with the following:
11. Contract
- for breach of any express, implied, actual or constructive contract, warranty, guarantee, or promise, including any actual or alleged liability assumed by an **Insured**, unless such liability would have attached to the **Insured** even in the absence of such contract, warranty, guarantee, or promise. However, this exclusion shall not apply to:
- a. an **Insured's** contractual obligation to maintain the confidentiality or security of **Protected Information**;
- b. an unintentional violation by an **Insured** to comply with an **Organization's** Privacy Policy;
- c. solely with respect to Insuring Agreement E, **Payment Card Loss**; or
- d. solely with respect to Insuring Agreement F, misappropriation of idea under implied contract.
- E. Exclusion 13. Intellectual Property is deleted and replaced with the following:
13. Intellectual Property
- alleging, based upon, arising out of or attributable to any infringement of, violation of, misappropriation of, or assertion of any right to or interest in a patent or **Trade Secret** by any **Insured**. However, this exclusion shall not apply to:
- a. solely with respect to Insuring Agreements A-D, the actual or alleged theft of a third party's **Trade Secret** resulting from a **Cyber Incident**; provided, however, this exclusion shall still nevertheless apply to any **Costs, Damages** or **Claims Expenses** on account of any **Cyber Incident** or **Claim** for the economic or market value of **Trade Secrets**; or
- b. solely with respect to Insuring Agreement E, any **Claim** arising out of the actual or alleged disclosure or theft of **Protected Information** resulting from a **Network Security Failure**.
- F. Exclusion 16. ERISA or Securities Law Violation is deleted and replaced with the following:
16. Securities Law Violation
- alleging, based upon, arising out of or attributable to an **Insured's** violation of the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisors Act, or any other federal, state or local securities law, and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state or common law.
- G. The last sentence of Exclusion 18. Unsolicited Communications is deleted and replaced with the following:
- However, solely with respect to Insuring Agreement E, this exclusion shall not apply to a **Claim** resulting from a **Cyber Incident** as defined under subparagraphs 1(a) or 1(c) of such definition.
- H. Exclusion 19. Unlawful Use or Collection of Protected Information is deleted and replaced with the following:
19. Unlawful Use or Collection of Protected Information
- alleging, based upon, arising out of or attributable to:
- a. the unlawful collection or unlawful intentional use of **Protected Information**; or
- b. the failure to provide adequate notice that **Protected Information** is being collected or used, by an **Insured**, with knowledge of any **Control Group Member** at the time of the **Incident**.
- I. Exclusion 20. Intentional Failure to Disclose is deleted.

3. Section VII, RETENTION, is amended by deleting subsection B and replacing it with the following:
 - B. With respect to Insuring Agreement B, the **Insurer** will pay:
 1. the actual **Business Interruption Loss** and **Contingent Business Interruption Loss** incurred by an **Insured**:
 - a. once the applicable **Waiting Period** shown in Item 4B of the Declarations has expired; and
 - b. which is in excess of the applicable Retention amount shown in Item 4B of the Declarations;and
 2. **Extra Expenses** incurred by an **Insured**:
 - a. as of the start of the **Interruption In Service**; and
 - b. which are in excess of the applicable Retention amount showed in Item 4B of the Declarations.

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

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

4. Section VIII, NOTICE, is amended at subsection B by adding the following at the end thereof:

If the **Insured** is unable to provide notification required under this **Policy** due a prohibition by any law enforcement or governmental authority, the **Insured** will use its best efforts to provide the **Insurer** with information to make the **Insurer** aware of a potential or actual **Incident** or **Claim** until written notice can actually be provided. Notwithstanding the foregoing, there shall be no coverage for any such **Incident** or **Claim** if the information withheld relating to such **Incident** or **Claim** was:

 - a. both (i) known to the **Insured** prior to the **Policy** Inception Date set forth in Item 2 of the Declarations, and (ii) not disclosed in the **Application**; or
 - b. not disclosed in writing to the **Insurer** within a reasonable time period after the prohibition on disclosing the information was revoked or no longer necessary.
5. Section XV, TERMINATION OF THIS POLICY, is amended by deleting Paragraph A.2.
6. Section XXIII, INTERPRETATION, is deleted.

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

UNSOLICITED COMMUNICATIONS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

It is agreed that the Unsolicited Communication Exclusion set forth in Section III, Exclusions, subsection A, Exclusions Applicable To All Insuring Agreements, is deleted and replaced with the following:

Unsolicited Communications

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



SIGNATURES

Named Insured Fox Run Condominium Association		Endorsement Number Cc1k11k0422	
Policy Symbol CYB	Policy Number F16262225 003	Policy Period 09-01-2023 to 09-01-2024	Effective Date of Endorsement 09-01-2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

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

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

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

BRANDON PEENE, Secretary

JOHN J. LUPICA, President

Authorized Representative

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Disclosure Of Premium

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

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals; 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses

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

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Terrorism Risk Insurance Act premium: \$0.

MUSICAL WORK OR COMPOSITION EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

It is agreed that:

A. Section II, Definitions, the definition of **Media Content**, is deleted and replaced with the following:

Media Content means any data, text, sounds, images, graphics, photographs, or advertisements, and shall include video, streaming content, webcasts, podcasts, blogs, online forums, and chat rooms designed for the specific purpose of attracting the general public or a specific market segment to use the goods, products, or services of an **Organization**. **Media Content** shall not include computer software, software technology, or the actual goods, products, or services described, illustrated, or displayed in such **Media Content**. Further, **Media Content** shall not include content created or posted for any third party, including content created or posted for any third party in the performance of **Professional Services**.

B. Section III, Exclusions, subsection B, Exclusions Applicable To Specific Insuring Agreements, is amended by adding the following exclusion:

- Musical Work or Composition
notwithstanding anything to the contrary in Section III, Exclusions, Exclusion 13, Intellectual Property, and solely with respect to Insuring Agreement F, alleging, based upon, arising out of, or attributable to an **Insured's** actual or alleged dissemination or use of any musical work or composition on the Internet, including any website or social media site of the **Insured**.

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

Cyber and Privacy Insurance

New Business Application

NOTICE

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

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

INSTRUCTIONS

Please respond to answers clearly. Underwriters will rely on all statements made in this **Application**. This form must be dated and signed.

1. Applicant Information

Desired Effective Date

09-01-2023

Applicant Name

Fox Run Condominium Association

Applicant Address (City, State, Zip)

801 Luther St West ,College Station,TX, 77840-2890

Please list all Subsidiaries for which coverage is desired:

Applicant Type	Ownership Structure
Website Address	Year Established 2019
Global Revenue (Prior Fiscal Year) 1,000,000	% Domestic Revenue 100
Global Revenue (Current Projected Fiscal Year) 0	% Online Revenue
Total Number of Employees 0	

Chubb Cyber Enterprise Risk Management Policy

Number of Records Containing Protected Information:

What is the maximum total number of unique individual persons or organizations whose Protected Information could be compromised in a not-yet-discovered Cyber Incident, or will be stored or transmitted during the Policy Period on the Applicant’s Computer System or any Shared Computer System combined that relate to the Applicant’s business?

This should include Protected Information of employees, retirees, customers, partners and other third parties that the Applicant is responsible for securing, including Protected Information that is secured by third parties under contract with the Applicant. Multiple records or types of Protected Information relating to the same unique individual person or organization should be considered a single record.

Use the Chubb provided estimation

2. Nature of Operations

Class of Business

Membership Organizations

Does the Applicant currently or will the Applicant potentially operate as any of the following?

- Accreditation Services Provider
- Adult Content Provider
- Credit Bureau
- Cryptocurrency Exchange
- Data Aggregator/Broker/Warehouse
- Direct Marketer
- Gambling Services Provider
- Manufacturer of Life Safety Products/Software
- Media Production Company
- Payment Processor
- Peer To Peer File Sharing
- Social Media
- Surveillance
- Third Party Claims Administrator

Or does the Applicant derive more than 50% of its revenue from technology products and services (e.g. software, electronics, telecom)?

Yes No

If Yes, please provide details:

3. Current Loss Information

Within the past three years, has the Applicant had any actual or potential **Incidents** or **Claims** to which the **Policy** would apply; or is the Applicant aware of any fact, circumstance, or situation that could reasonably be expected to give rise to an **Incident** or **Claim** to which the **Policy** would apply? Yes No

If Yes please provide details:

Chubb Cyber Enterprise Risk Management Policy

4. Cyber and Media Controls

Which of the following IT security controls does the Applicant have in place?

1) Antivirus and Firewalls (Windows 7 or higher qualifies)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
2) Encryption of Sensitive Data	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Unknown
3) Encryption of Mobile Computing Devices	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Unknown
4) Critical Software Patching Procedures	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Unknown
5) Critical Data Backup and Recovery Procedures	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Unknown

Does the Applicant accept payment card (Credit/debit card) transactions?

Yes No

If Yes, is the Applicant PCI compliant? (via assessment or self-attestation)

Yes No Unknown

Does the Applicant deal with protected health information as defined by HIPAA?

Yes No

If Yes, is Applicant compliant with HIPAA and the HITECH ACT?

Yes No Unknown

Does the Applicant have operations or customers in California, or any responsibilities under the California Confidentiality of Medical Information Act?

Yes No Unknown

Has the Applicant obtained legal review of its use of trademarks, including domain names?

Yes No Unknown

5. Current Coverage

Does the Applicant currently purchase Professional Liability or E&O insurance?

Yes No

If Yes, what is the Retro Date?

Does the Applicant currently purchase Cyber or Privacy Liability insurance?

Yes No

If Yes, what is the Retro Date?

Does the Applicant currently purchase Media Liability Insurance?

Yes No

If Yes, what is the Retro Date?

Does the Applicant intend to purchase E&O and/or Media coverage on a separate and distinct policy? (e.g. with a separate set of limits, or with another carrier?)

Yes No

Chubb Cyber Enterprise Risk Management Policy

6. Desired Coverage (Only Enter Information For Desired Coverages)			Option:1
	Retention	Limit	Commentary
Cyber Incident Response Fund	\$2,500	\$250,000	
Non-Panel Response	\$2,500	\$250,000	
Business Interruption And Extra Expenses	\$2,500	\$250,000	
Contingent Business Interruption Loss And Extra Expenses			
Unscheduled Providers	\$2,500	\$250,000	
Scheduled Providers			
Digital Data Recovery	\$2,500	\$250,000	
Network Extortion	\$2,500	\$250,000	
Cyber, Privacy And Network Security Liability	\$2,500	\$250,000	
Payment Card Loss	\$2,500	\$250,000	
Regulatory Proceeding	\$2,500	\$250,000	
Electronic, Social And Printed Media Liability	\$2,500	\$250,000	
Cyber Crime: Computer Fraud	\$2,500	\$100,000	
Cyber Crime: Fund Transfer Fraud	\$2,500	\$100,000	
Cyber Crime:Social Engineering Fraud	\$10,000	\$100,000	
Enter any further commentary about desired coverage options.			

Chubb Cyber Enterprise Risk Management Policy**FRAUD WARNING STATEMENTS**

The Applicant's submission of this **Application** does not obligate the **Insurer** to issue, or the Applicant to purchase, a policy. The Applicant will be advised if the **Application** for coverage is accepted. The Applicant hereby authorizes the **Insurer** to make any inquiry in connection with this **Application**.

Notice to Arkansas, Minnesota, New Mexico and Ohio Applicants: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false, fraudulent or deceptive statement is, or may be found to be, guilty of insurance fraud, which is a crime, and may be subject to civil fines and criminal penalties.

Notice to Colorado Applicants: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory agencies.

Notice to District of Columbia Applicants: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

Notice to Florida Applicants: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Notice to Kentucky Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Notice to Louisiana and Rhode Island Applicants: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Notice to Maine, Tennessee, Virginia and Washington Applicants: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Notice to Alabama and Maryland Applicants: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Notice to New Jersey Applicants: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Notice to Oklahoma Applicants: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Notice to Oregon and Texas Applicants: Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

Notice to Pennsylvania Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Chubb Cyber Enterprise Risk Management Policy

Notice to Puerto Rico Applicants: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Notice to New York Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to: a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

MATERIAL CHANGE

If there is any material change in the answers to the questions in this **Application** before the **Policy** inception date, the Applicant must immediately notify the **Insurer** in writing, and any outstanding quotation may be modified or withdrawn.

DECLARATION AND SIGNATURE

For the purposes of this **Application**, the undersigned authorized agents of the person(s) and entity(ies) proposed for this insurance declare to the best of their knowledge and belief, after reasonable inquiry, the statements made in this **Application** and any attachments or information submitted with this **Application**, are true and complete. The undersigned agree that this **Application** and its attachments shall be the basis of a contract should a policy providing the requested coverage be issued and shall be deemed to be attached to and shall form a part of any such policy. The **Insurer** will have relied upon this **Application**, its attachments, and such other information submitted therewith in issuing any policy.

The information requested in this **Application** is for underwriting purposes only and does not constitute notice to the **Insurer** under any policy of a Claim or potential Claim.

This **Application** must be signed by the risk manager or a senior officer of the **Named Insured**, acting as the authorized representative of the person(s) and entity(ies) proposed for this insurance.

Date	Signature	Title
_____	_____	_____



ACE American Insurance Company
436 Walnut St.
Philadelphia, PA 19106

Chubb Cyber Enterprise Risk Management Policy

SIGNATURE - FOR ARKANSAS, MISSOURI, NEW MEXICO, NORTH DAKOTA AND WYOMING APPLICANTS ONLY

PLEASE ACKNOWLEDGE AND SIGN THE FOLLOWING DISCLOSURE TO YOUR **APPLICATION** FOR INSURANCE:

I UNDERSTAND AND ACKNOWLEDGE THAT THE **POLICY** FOR WHICH I AM APPLYING CONTAINS A DEFENSE WITHIN LIMITS PROVISION WHICH MEANS THAT **CLAIMS EXPENSES** WILL REDUCE MY LIMITS OF INSURANCE AND MAY EXHAUST THEM COMPLETELY. SHOULD THAT OCCUR, I SHALL BE LIABLE FOR ANY FURTHER CLAIMS **EXPENSES** AND **DAMAGES**.

Applicant's Signature (Arkansas, Missouri, New Mexico, North Dakota & Wyoming Applicants, In Addition To **Application** Signature Above):

Signed: _____ (must be Officer of Applicant)

Print Name & Title: _____

Date (MM/DD/YY): _____

Email/Phone: _____

SIGNATURE - FOR KANSAS AND ALASKA APPLICANTS ONLY

ELECTRONIC DELIVERY SUPPLEMENT:

You are required by law to obtain consent from insureds prior to engaging in any electronic delivery of insurance policies and/or other supporting documents in connection with the **Policy**. You have the right to:

Select electronic delivery - check here _____

Reject electronic delivery – check here _____

Applicant's Signature (Kansas and Alaska Applicants, In Addition To **Application** Signature Above):

FOR FLORIDA APPLICANTS ONLY:

Agent Name: _____

Agent License ID Number: _____

FOR IOWA APPLICANTS ONLY:

Broker: _____

Address: _____

GENERAL AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY**

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

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

- a. The definition of **Act of Cyber-Terrorism** is deleted in its entirety.
- b. The definition of **Shared Computer System** is deleted in its entirety and replaced with the following:

Shared Computer System means a **Computer System**, other than an **Insured's Computer System**, operated for the benefit of an **Insured** by a third party under written agreement or contract with an **Insured** to provide data hosting, cloud services or computing, co-location, data back-up, data storage, data processing, platforms-as-a-service, software-as-a-service, infrastructure-as-a-service, or any similar type of outsourced computing services. However, **Shared Computer System** shall not include **Infrastructure**.

- c. The following definitions are added:

Indecent Content means words, phrases, postings, pictures, advertisements, or any other material that:

- 1. is sexually explicit and is in violation of a statute prohibiting such content;
- 2. is sexually explicit and posted without the consent of the natural person(s) depicted in the material;
- 3. encourages, facilitates, incites, or threatens abuse, molestation, or sexual exploitation, including human trafficking or human sex trafficking; or
- 4. encourages, facilitates, incites, or threatens physical violence, self-inflicted violence, or any other related harm, including terrorism.

Infrastructure means any of the following operated or supplied by a third party:

- 1. electricity, gas, fuel, energy, water, telecommunications, or other utility;
- 2. Internet infrastructure, including any Domain Name System (DNS), Certificate Authority, or Internet Service Provider (ISP);
- 3. satellite; or
- 4. financial transaction or payment process platform, including a securities exchange.

2. Section III, Exclusions, is amended as follows:

- a. Subsection A, Exclusions Applicable To All Insuring Agreements, is amended as follows:

- i. Exclusion 8, Infrastructure Outage, is deleted in its entirety and replaced with the following:

8. Infrastructure

alleging, based upon, arising out of, or attributable to any failure, interruption, disturbance, degradation, corruption, impairment, or outage of **Infrastructure**.

However, this exclusion shall not apply to Insuring Agreement T, if applicable, or any **Limited Impact Event**.

- ii. Exclusion 9, War, is deleted in its entirety and replaced with the following:

9. War

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

- a. any **Malicious Computer Act** or any hostile event or act, or series of similar or related events or acts (each a “Hostile Act”), committed or made, in whole or in part, by or on behalf of a sovereign State or state-sponsored actor or group (each a “Belligerent”) that results in or is cited as a reason in a formal declaration of war by the U.S. Congress or responsible governmental body of any other sovereign State (each a “Governmental Authority”) against a sovereign State;
 - b. any **Malicious Computer Act** committed or made, in whole or in part, by or on behalf of a Belligerent that results in the U.S. President or any Governmental Authority ordering actions that constitute the use of force against a sovereign State;
 - c. any **Malicious Computer Act** committed or made, in whole or in part, by or on behalf of a Belligerent that results in or is cited as a reason in a resolution or other formal action by the United Nations Security Council authorizing the use of force or economic sanctions against a sovereign State, or that results in the use of force by the North Atlantic Treaty Organization or any other equivalent international intergovernmental military or political alliance, against a sovereign State;
 - d. any Hostile Act or **Malicious Computer Act** committed by a Belligerent subsequent to any Hostile Act or **Malicious Computer Act** described in paragraphs a-c immediately above, which together with a Hostile Act or **Malicious Computer Act** described in paragraphs a-c immediately above, has as a common nexus any act, fact, circumstance, situation, event, transaction, cause, or series of related acts, facts, circumstances, situations, events, transactions, or causes; or
 - e. civil war, rebellion, revolution, or insurrection.
- iii. The following exclusion is added:
- Communications Decency
alleging, based upon, arising out of, or attributable to the failure of any **Insured**, or others for whom an **Insured** is legally responsible, to prevent the publication or dissemination of **Indecent Content**.
- b. Subsection B, Exclusions Applicable To Specific Insuring Agreements, is amended as follows:
- i. Exclusion 1, Force Majeure, is deleted in its entirety and replaced with the following:
 - 1. Force Majeure
solely with respect to Insuring Agreements B and C, alleging, based upon, arising out of, or attributable to fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, electromagnetic pulse or radiation, tidal wave, landslide, hail, act of God (which does not include acts by actors purporting to be God), nature, or any other physical event, however caused and whether contributed to, made worse by, or in any way resulting from any such events. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently with or in any sequence to the **Costs, Damages, or Claims Expenses** on account of any **Incident** or any **Claim**.
 - ii. Exclusion 2, Governmental Authority, is deleted in its entirety and replaced with the following:
 - 2. Governmental Authority
solely with respect to Insuring Agreements B, C, and D, alleging, based upon, arising out of, or attributable to any public or governmental authority, foreign enemy, military, or usurped power:
 - a. seizing or confiscating an **Insured’s Computer System**, a **Shared Computer System**, or an **Insured’s Digital Data**; or
 - b. mandating the restriction of operations, closure, or shutdown of (i) any entity or person operating a **Computer System** or (ii) any **Computer System**;

provided, however, this exclusion shall not apply to any such actions of a government directed solely against the **Insured's Computer System** in response to a **Malicious Computer Act** also directed solely against such **Insured's Computer System**.

iii. The following exclusion is added:

- False Claims Act

solely with respect to Insuring Agreements E and F, and T, as applicable, alleging, based upon, arising out of, or attributable to any actual or alleged violation by the **Insured** of the False Claims Act (31 U.S.C. §§ 3729-3733), and amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state, or common law anywhere in the world.

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

NEGLECTED SOFTWARE EXPLOIT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

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

- Item 4 of the Declarations is amended by adding the following:

Sub-Limited Coverage Extension for Neglected Software Exploits		
Period of Neglect	Coinsurance	Limit of Insurance per Policy Period
0 – 45 days	0%	\$250,000
46 – 90 days	5%	\$125,000
91 – 180 days	10%	\$62,500
181 – 365 days	25%	\$25,000
Longer than 365 days	50%	\$12,500

- Section II, Definitions, is amended by adding the following:

Neglected Software Exploit means a **Cyber Incident** involving the exploitation of a vulnerability in software, which as of the first known date of such exploitation:

- such software has been withdrawn, is no longer available, or is no longer supported by, or has reached end-of-life or end-of-support status with, the vendor that developed it; or
- such vulnerability has been listed as a Common Vulnerability and Exposure (CVE) in the National Vulnerability Database operated by the National Institute of Standards and Technology; and for which a patch, fix, or mitigation technique is available to the **Insured**, but has not been applied by such **Insured**,

for the applicable number of days shown as ranges in the Sub-Limited Coverage Extension for **Neglected Software Exploits** set forth in Item 4 of the Declarations, as amended by this endorsement.

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

- NEGLECTED SOFTWARE EXPLOIT SUBLIMIT

Notwithstanding anything in this **Policy** to the contrary, solely with respect to Insuring Agreements A-E, the **Insurer’s** maximum limit of insurance for **Costs** incurred in response to a **Cyber Incident** arising out of a **Neglected Software Exploit** shall be the applicable **Neglected Software Exploit** Sublimit shown in Item 4 of the Declarations, as amended by this endorsement.

The **Neglected Software Exploit** Sublimit shall be part of and not in addition to: 1. the applicable limits of insurance shown in Items 4A-E of the Declarations; 2. the Maximum Single Limit of Insurance set forth in Item 3A of the Declarations; and 3. the Maximum Policy Aggregate Limit of Insurance set forth in Item 3B of the Declarations.

- Section VII, Retention, is amended by adding the following:

- NEGLECTED SOFTWARE EXPLOIT COINSURANCE

Notwithstanding anything in this **Policy** to the contrary, solely with respect to a **Cyber Incident** covered under Insuring Agreements A-E that arises out of a **Neglected Software Exploit**, and after satisfaction of any applicable Retention amount, the **Insureds** shall bear uninsured and at their own risk the percentage of all **Costs** set forth in the **Neglected Software Exploit** Coinsurance shown in Item 4

of the Declarations, as amended by this endorsement, and applied to Insuring Agreements A-E, combined. Payments of any **Costs** by an **Insured** under the **Neglected Software Exploit** Coinsurance percentage shall not reduce the Limits of Insurance applicable to Insuring Agreements A-E, including the **Neglected Software Exploit** Sublimit, or the Maximum Policy Limits of Insurance. Only the portion of any such **Costs** paid by the **Insurer** shall reduce the foregoing limits of insurance.

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

**RANSOMWARE ENCOUNTER SUBLIMIT, RETENTION, AND COINSURANCE
ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

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

1. Item 4 of the Declarations is amended by adding the following:

Ransomware Encounter Sublimit	\$125,000 Each Cyber Incident and in the Aggregate for all Cyber Incidents
Ransomware Encounter Retention	\$2,500 Each Cyber Incident
Ransomware Encounter Coinsurance:	Coinsurance Percentage: 25%

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

- **Ransomware Encounter** means a **Cyber Incident** involving malicious software which is designed to block access to a **Computer System** or **Digital Data**, or alter, corrupt, damage, manipulate, misappropriate, encrypt, delete, or destroy **Digital Data**, in order to extort a ransom payment from the **Insured** in exchange for restoring access to or decrypting such **Computer System** or **Digital Data**.

Further, **Ransomware Encounter** shall also include any credible threat, or series of credible threats, to release, divulge, disseminate, or use **Protected Information**, or confidential corporate information of an **Insured**, that has been exfiltrated as part of an event described in the paragraph immediately above.

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

- RANSOMWARE ENCOUNTER SUBLIMIT

Notwithstanding anything in this **Policy** to the contrary, solely with respect to Insuring Agreements A-E, the **Insurer's** maximum limit of insurance for all **Costs** incurred in response to a **Cyber Incident** arising out of a **Ransomware Encounter** shall be the **Ransomware Encounter** Sublimit shown in Item 4 of the Declarations, as amended by this endorsement.

The **Ransomware Encounter** Sublimit shall be part of and not in addition to: 1. the applicable limits of insurance shown in Items 4A-E of the Declarations; 2. the Maximum Single Limit of Insurance set forth in Item 3A of the Declarations; and 3. the Maximum Policy Aggregate Limit of Insurance set forth in Item 3B of the Declarations.

4. Section VII, Retention, is amended by adding the following:

- RANSOMWARE ENCOUNTER RETENTION

Notwithstanding anything in this **Policy** to the contrary, solely with respect to a **Cyber Incident** covered under Insuring Agreements A-E that arises out of a **Ransomware Encounter**, the liability of the **Insurer** shall apply only to that part of **Costs** which is in excess of the **Ransomware Encounter** Retention amount shown in Item 4 of the Declarations, as amended by this endorsement. Such Retention shall be borne uninsured by the **Named Insured** and at the risk of all **Insureds**.

- RANSOMWARE ENCOUNTER COINSURANCE

Notwithstanding anything in this **Policy** to the contrary, solely with respect to a **Cyber Incident** covered under Insuring Agreements A-E that arises out of a **Ransomware Encounter**, and after satisfaction of any applicable Retention amount, the **Insureds** shall bear uninsured and at their own risk the percentage of all **Costs** set forth in the **Ransomware Encounter** Coinsurance shown in Item 4 of the Declarations, as amended by this endorsement, and applied to Insuring Agreements A-E, combined. Payments of any **Costs** by an **Insured** under the **Ransomware Encounter** Coinsurance percentage shall not reduce the Limits of Insurance applicable to Insuring Agreements A-E, including the **Ransomware Encounter** Sublimit, or the Maximum Policy Limits of Insurance. Only the portion of any such **Costs** paid by the **Insurer** shall reduce the foregoing limits of insurance.

5. Section VIII, Notice, is amended by adding the following subsection:
 - Notwithstanding anything in this **Policy** to the contrary, a **Ransomware Encounter** shall also be reported to law enforcement by or on behalf of an **Insured**.

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

WIDESPREAD EVENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
 CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
 CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY**

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

1. Item 4 of the Declarations is amended by adding the following:

Sub-Limited Coverage Extensions for Widespread Events			
Type of Widespread Event	Retention	Coinsurance	Limit of Insurance per Policy Period
Widespread Severe Known Vulnerability Exploit	\$2,500	0%	\$25,000
Widespread Software Supply Chain Exploit	\$2,500	0%	\$25,000
Widespread Severe Zero Day Exploit	\$2,500	0%	\$25,000
All Other Widespread Events	\$2,500	0%	\$25,000

2. Section I, Insuring Agreements, is amended by adding the following at the beginning of such section:

All **Cyber Incidents** will be categorized as either a **Limited Impact Event** or **Widespread Event**. Coverage for any **Limited Impact Event** is afforded pursuant to those Insuring Agreements purchased, as shown in Items 4A-E of the Declarations; provided however that coverage for any **Widespread Event** shall apply as set forth in the “Definitions Pertaining To Limited Impact Events and Widespread Events” Subsection of Section II, as shown in paragraph 3 of this endorsement, and is subject to the applicable Retention, Coinsurance, and Limits of Insurance shown in the “Sub-Limited Coverage Extensions for **Widespread Events**” section of Item 4 of the Declarations, as amended by this endorsement. However, per Section VI, as amended by this endorsement, the terms set forth in the “Sub-Limited Coverage Extensions for **Widespread Events**” section of Item 4 of the Declarations shall only serve to reduce, and thus never increase, the Limits of Insurance set forth in Items 3 and 4A-E of the Declarations.

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

- **DEFINITIONS PERTAINING TO LIMITED IMPACT EVENTS AND WIDESPREAD EVENTS**

1. All **Cyber Incidents** will be categorized as either a **Limited Impact Event** or **Widespread Event**, which are defined as follows:

Limited Impact Event means a **Cyber Incident** that does not arise from a **Widespread Trigger**.

Widespread Event means a **Cyber Incident** arising from a **Widespread Trigger**.

Widespread Trigger means:

1. a single act or interdependent series of acts committed by an actor or coordinated actors who are outside of the **Organization**; or

2. a single error, omission, or failure, or interdependent series of errors, omissions, or failures, of a person or **Computer System** which is outside of the **Organization**,

which constitutes or causes both a **Cyber Incident** and an incident within a **Computer System** of any person or entity outside of the **Limited Impact Group**.

However, **Widespread Trigger** shall not include an act or interdependent series of acts which requires subsequent intervening deceitful manipulation of the actions of an **Authorized User** in order to constitute or cause the **Cyber Incident**.

2. The following are additional definitions relevant to a **Limited Impact Event** or **Widespread Event**:

All Other Widespread Events means a **Widespread Event** not arising from a **Widespread Severe Known Vulnerability Exploit**, **Widespread Software Supply Chain Exploit**, or **Widespread Severe Zero Day Exploit**.

Authorized User means any individual authorized by an **Organization** to access an **Insured's Computer System** or **Shared Computer System**.

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

1. required to comply with **Privacy or Cyber Laws**; or
2. made with the **Insurer's** prior consent.

Custodian Breach means any unlawful or unauthorized access, exposure, disclosure, loss, alteration, or destruction of **Protected Information**, or data breach as otherwise defined in **Privacy or Cyber Laws**, within a **Computer System** operated by a third party data custodian under written agreement or contract with an **Insured**.

Limited Impact Group means, collectively:

1. any **Insured** under this **Policy**, except **Additional Insureds**;
2. any person or entity, including any **Additional Insured**, which has a direct business relationship with an **Organization** (a "Relationship"), and:
 - a. is consequently affected by the **Cyber Incident** due solely to such Relationship; or
 - b. through which a **Cyber Incident** consequently arises due solely to such Relationship;
3. any other person or entity which is consequently affected by the **Cyber Incident** due solely to a direct or indirect business relationship with a person or entity described in sub-paragraph 2.a. immediately above; and
4. solely with respect to Insuring Agreements A and E, any "Impacted Party," meaning any person or entity, which has a direct business relationship with a third party data custodian, and where such data custodian experiences a **Custodian Breach**, provided that:
 - a. such **Custodian Breach** results in:
 - i. a **Breach Disclosure Incident**; and
 - ii. such Impacted Party to incur similar notification expenses in order to comply with **Privacy or Cyber Laws**; and
 - b. the act, error, omission, or failure, or interdependent series of acts, errors, omissions, or failures that constitutes or causes such **Custodian Breach** does not also cause additional data breaches of other third parties beyond any Impacted Party.

Widespread Severe Known Vulnerability Exploit means a **Widespread Trigger** involving the exploitation of a vulnerability in software, which as of the first known date of such exploitation is:

1. listed as a Common Vulnerability and Exposure (CVE) in the National Vulnerability Database operated by the National Institute of Standards and Technology; and
2. assigned a Base Score or Overall Score of 8.0 or greater according to the Common Vulnerability Scoring System (CVSS) version 2.0 or later.

Widespread Severe Zero Day Exploit means a **Widespread Trigger** involving the exploitation of a vulnerability in software, other than a **Widespread Severe Known Vulnerability Exploit**, which within 45 days of an associated **Cyber Incident** being reported to the **Insurer**:

1. becomes listed as a Common Vulnerability and Exposure (CVE) in the National Vulnerability Database operated by the National Institute of Standards and Technology; and
2. is assigned a Base Score or Overall Score of 8.0 or greater according to the Common Vulnerability Scoring System (CVSS) version 2.0 or later.

Widespread Software Supply Chain Exploit means a **Widespread Trigger** involving the introduction of malware, a backdoor, or other vulnerabilities into an **Insured's Computer System** or **Shared Computer System**, via malicious insertion of source code into software which is:

1. distributed to multiple customers of the software developer;
2. not custom-developed specifically for any single customer, including an **Insured**; and
3. designated as trusted by a digital certificate, such as a Software Publisher Certificate (SPC).

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

- LIMITS OF INSURANCE FOR LIMITED IMPACT EVENTS AND WIDESPREAD EVENTS

With respect to coverage afforded under Insuring Agreements A-E, and subject to this Section VI:

1. The **Insurer's** maximum limit of insurance for each **Cyber Incident** and all **Cyber Incidents** in the aggregate which constitute a **Limited Impact Event** under Insuring Agreements A, B, C, D, or E, shall be the applicable limits of insurance for such Insuring Agreement shown in Item 4 of the Declarations.
2. The **Insurer's** maximum limit of insurance for each **Cyber Incident** and all **Cyber Incidents** in the aggregate which constitute a **Widespread Event** shall be the applicable **Widespread Event** Limit of Insurance shown in Item 4 of the Declarations, as amended by this endorsement.
3. The **Widespread Event** Limits of Insurance shall be part of, and not in addition to, the applicable Limit of Insurance shown in Items 4A-E of the Declarations, and shall never serve to increase such Limits of Insurance, or add coverage under any Insuring Agreement for which no Limit of Insurance is provided.
4. The **Widespread Event** Limits of Insurance shall be part of, and not in addition to, the Maximum Policy Limit of Insurance shown in Item 3 of the Declarations.

5. Section VII, Retention, is amended as follows:

- a. The title of this section is amended by deleting the term "Retention" and replacing it with the phrase "Retention and Coinsurance".
- b. The following subsection is added:

- COINSURANCE

With respect to any Sub-Limited Coverage Extension for **Widespread Events** for which a Coinsurance percentage is shown in Item 4 of the Declarations, as amended by this endorsement, after satisfaction of any applicable Retention amount, the **Insureds** shall bear uninsured and at their own risk the applicable percentage of all **Costs, Damages, and Claims Expenses** set forth in the Coinsurance shown in Item 4 of the Declarations ("**Insured's** Coinsurance"), and the **Insurer's** liability for **Costs, Damages, and Claims Expenses** under such Insuring Agreement shall apply only to the remaining percent of such **Costs, Damages, and Claims Expenses**. Payments of any **Costs, Damages, or Claims Expenses** by an **Insured** under the **Insured's** Coinsurance

percentage shall not reduce the applicable Limits of Insurance or the Maximum Policy Limit of Insurance. Only the portion of any such **Costs, Damages, or Claims Expenses** paid by the **Insurer** shall reduce the foregoing limits of insurance. If Coinsurance applies to more than one type of **Widespread Event**, the lowest applicable limit of insurance shall apply for purposes of Coinsurance.

6. Section X, Proof of Loss For First Party Insuring Agreements, is deleted in its entirety and replaced with the following:

X. DUTIES IN THE EVENT OF A CYBER INCIDENT

In the event of a **Cyber Incident**, the **Insureds** shall take every reasonable step to mitigate loss, continue operations, preserve any contractual rights or remedies, and protect and preserve any property, **Computer Systems**, logs, books and records, reports or evidence (collectively, “Elements of Proof”), which may be reasonably necessary for examination in the adjustment of any **Cyber Incident**. To the extent that the **Insureds** incur expenses to protect and preserve any Elements of Proof, such expenses shall be covered under the definition of **Cyber Incident Response Expenses** with **Insurer’s** prior consent.

A. PROOF OF LOSS

1. The **Insured** shall, upon request, render a sworn Proof of Loss to the **Insurer** outlining full particulars of any **Cyber Incident** as soon as practicable after such **Cyber Incident** is reported to the **Insurer** pursuant to Section VIII, Notice. If requested, such Proof of Loss shall include the written reports of any service providers who participated in the investigation or response to such **Cyber Incident**, including the **Cyber Incident Response Team** or any **Non-Panel Response Provider**, or any written reports or correspondence to or from any law enforcement, governmental authority or agency, industry regulatory body, or similar entity.
2. The Proof of Loss shall provide full details of any amounts requested for reimbursement or payment, and shall detail how such amounts were calculated, what assumptions have been made, and any relevant documentary evidence that substantiates the Proof of Loss.
3. The **Insureds** shall cooperate with, and provide any additional information reasonably requested by the **Insurer** in its investigation of any **Cyber Incident**, and shall permit and facilitate the **Insurer’s** investigation and audit of any Elements of Proof relevant to the adjustment of any **Cyber Incident**, including any information requests from third party service providers on behalf of the **Insurer**.
4. In no event shall the **Insured** be obligated to provide information specifically subject to a Written Gag Order to the **Insurer**, while such Written Gag Order is in full force and effect. However, such information may be requested by the **Insurer** as part of the Proof of Loss, as soon as such Written Gag Order is no longer in full force or effect.

B. RIGHT TO INSPECT

The **Insurer** or a third party acting on behalf of the **Insurer** shall be permitted but not obligated to inspect, assess, and audit the **Insured’s** Elements of Proof relevant to the adjustment of any **Cyber Incident**, provided this right to inspect shall not constitute any undertaking on behalf of, or to benefit, any **Insured**. Any additional expense related to such inspection shall be borne by the **Insurer** and will not erode any Limits of Insurance under this **Policy**.

C. ADJUSTMENT AND LOSS PAYMENT

1. The **Insurer** may rely on the Proof of Loss, Elements of Proof, and any independent evidence in determining whether any **Cyber Incident** constitutes a **Limited Impact Event** or **Widespread Event**. Such independent evidence may include information in the public domain or non-public information gathered in the **Insurer’s** investigation, including any reports from relevant third parties, such as government agencies, computer service providers, or computer forensic firms, that detail or discuss the **Cyber Incident**, including its cause and scope. Any expense incurred to obtain any such independent evidence shall be borne by the **Insurer** and will not erode any Limits of Insurance under this **Policy**.

2. **Cyber Incident Response Expenses** shall be covered under Insuring Agreement A under the Limit of Insurance applicable to a **Limited Impact Event**, up until the earlier point in time that:
 - a. the **Insured** obtains, or reasonably should have obtained, facts or evidence that would reasonably indicate that the **Cyber Incident** is a **Widespread Event**; or
 - b. the **Insurer** actually determines a **Cyber Incident** to be a **Widespread Event** based upon Proof of Loss, Elements of Proof, or any independent evidence.

After such point in time, further **Cyber Incident Response Expenses** incurred shall be covered under Insuring Agreement A under the Limit of Insurance applicable to a **Widespread Event**.

3. If the **Insurer** determines that it is impossible or impracticable to reach a determination of whether a **Cyber Incident** constitutes a **Limited Impact Event** or **Widespread Event**, the **Insurer** may at any time, in its sole discretion, deem such **Cyber Incident** to be a **Limited Impact Event**, and adjust the **Cyber Incident** accordingly.
 4. With respect to Insuring Agreement B, the **Insurer** may rely on the Proof of Loss and any independent evidence, including the trends and circumstances which affect the profitability of the business and would have affected the profitability of the business had the **Cyber Incident** not occurred, all material changes in market conditions or adjustment expenses which would affect the net profit generated, and potential income derived from substitute methods, in determining coverage for any **Business Interruption Loss**, **Contingent Business Interruption Loss**, and **Customer Attrition Loss**, if such coverage has been purchased. However, the **Insurer's** adjustment will not include the **Insured's** increase in income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of a **Malicious Computer Act** or **Non-Malicious Computer Related Act** on others.
 5. The **Insurer** will pay for covered **Costs** after receipt of the complete Proof of Loss, provided the **Insured** has complied with all the terms of this **Policy**, and the **Insurer** and the **Insureds** have agreed on the amounts due for reimbursement. So long as any relevant information is subject to a Written Gag Order, the adjustment of any such **Cyber Incident** shall be suspended, and the Proof of Loss shall be considered incomplete during this time.
 6. If the **Insurer** and the **Insureds** fail to agree on the amount of covered **Costs**, **Damages**, and **Claims Expenses** under this **Policy**, the **Insurer** may issue partial payment of any undisputed amounts, and the provisions set forth in Section XXII, Alternative Dispute Resolution, shall apply with respect to any disputed amounts.
- D. In the event that the **Insured** chooses not to provide a Proof of Loss or Elements of Proof to the **Insurer** in order for the **Insurer** to determine whether a **Cyber Incident** constitutes a **Limited Impact Event** or **Widespread Event**, the **Insured** and the **Insurer** agree that such **Cyber Incident** shall be considered a **Widespread Event** for purposes of coverage under this **Policy**. For purposes of this Subsection D, the **Insured's** failure to provide a Proof of Loss or Elements of Proof shall not be considered a violation of such **Insured's** duties under this **Policy**.

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

COORDINATION OF COINSURANCE, RETENTION, AND LIMITS OF INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

It is agreed that the following Section, is added to the **Policy**:

- COORDINATION OF COINSURANCE, RETENTION, AND LIMITS OF INSURANCE

Notwithstanding anything in the Policy to the contrary, if a **Widespread Event, Neglected Software Exploit, Ransomware Encounter, or Non-Malicious Computer Related Act** is covered under more than one Insuring Agreement or Coverage Extension, only the single lowest applicable limit of insurance shall apply with respect to such **Widespread Event, Neglected Software Exploit, Ransomware Encounter, or Non-Malicious Computer Related Act** and the coinsurance and retention applicable to such limit shall also apply.

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



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AVP, Technical Services

Insured Name: Fox Run Condominium Association
Insured Location: 801 Luther St West, College Station, TX 77840-2890
Policy Number: F16262225 003
Policy Dates: 09-01-2023 to 09-01-2024

RE: **RISK CONTROL SERVICES FOR TEXAS POLICYHOLDERS**
Commercial Automobile Liability, General Liability and Professional Liability Coverage

The Chubb Companies provide policyholders with accident prevention services and programs to help you reduce the frequency and severity of accidents in your business. If you would like more information on the specific services and programs that the Chubb Companies can provide, contact:

National Manager, Jurisdictional and Regulatory Services
Chubb Risk Control Services
525 W Monroe St
Chicago, IL 60661
1-866-357-3797
losscontrolreq@chubb.com



Insured Name: Fox Run Condominium Association
 Insured Location: 801 Luther St West, College Station, TX 77840-2890
 Policy Number: F16262225 003
 Policy Dates: 09-01-2023 to 09-01-2024

The Chubb Companies are required by **Texas** law and regulations to maintain or provide accident/loss prevention services for its professional liability, commercial automobile and general liability policyholders. The Chubb Companies offer these prevention services in Texas at no additional charge. The services are intended to help prevent and/or minimize accident/loss. These services include, but are not limited to, individual risk surveys, loss investigations, specific loss problem identification, and recommended actions for improvement.

The Chubb Companies may recommend one or more of these services based on the hazard, experience, and size of your **Texas** operations. You have the choice of receiving or declining any services offered. If you wish to decline all of the services or wish to receive only selected Risk Control Services, please indicate that by signing and dating in the space provided below. Please mail or fax this page to my attention at the captioned address or fax number. If you decline all of the available risk control services or choose only a support service which does not include a complete risk survey, we still have the responsibility under **Texas** law to monitor your losses. In the event you develop loss trends or problems and/or an adverse loss ratio develops, we will contact you and offer to assist you in addressing this situation.

Sincerely,
Robert Murphy
 AVP, Technical Services

- I am aware of the risk control service offered and decline. I have made other arrangements for these services.
- I wish to obtain the following accident prevention services:

- At this time, I have no risk control service needs. I reserve the right to request risk control service at a later date.

 (Title & Date) (Signature)

Name: _____
 Company Name: _____
 Address: _____
 City, State, Zip: _____

PLEASE READ CAREFULLY

This Company has undertaken a survey of your premises, equipment, or operations (whichever is pertinent to the type of insurance applied for or provided) for the purpose of supporting the functions of risk underwriting. Any recommendations or information provided is not intended as a substitute for advice from a safety expert or legal counsel you may retain for your own purposes. It is not intended to supplant any legal duty you may have to provide a safe premises, workplace, product or operation.

Amendatory Endorsement – Texas

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Chubb Cyber Enterprise Risk Management Policy
Chubb DigiTech® Enterprise Risk Management Policy

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

It is agreed that:

1. Paragraph A. of Section V. EXTENDED REPORTING PERIOD is deleted and replaced with the following:

Solely with respect to Insuring Agreements T (if applicable), A, E, and F, if the **Insurer** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), or if the **Named Insured** terminates or does not renew this **Policy**, the **Named Insured** shall have the right, upon payment of the additional premium shown in Item 7A of the Declarations and subject to the terms specified in Subsections B-E of this Section, to a continuation of the coverage granted by this **Policy** for an **Extended Reporting Period** shown in Item 7B of the Declarations following the effective date of such termination or non-renewal. The **Extended Reporting Period** shall be at least one (1) year.

2. Section V. EXTENDED REPORTING is amended by adding the following paragraph to the end thereof:

E. In addition to the extension of coverage offered in Paragraph A of this Section, solely with respect to Insuring Agreements T (if applicable), A, E and F, the **Named Insured** shall have the right to an automatic extended reporting period of thirty (30) days in which to report **Claims** committed, attempted or allegedly committed or attempted before the earlier of the effective of termination or nonrenewal. The extension of coverage described in Paragraph A of this Section, if purchased, shall begin after the expiration of the automatic extended reporting period described in this paragraph, and shall be deemed amended to the extent necessary to comply with this paragraph.

3. Section XV. TERMINATION OF THIS POLICY is deleted in its entirety and replaced with the following:

A. Cancellation

- (1) The **Named Insured** may cancel this **Policy** at any time by sending prior written notice to the **Insurer** stating when the date cancellation is to take effect.
- (2) If this **Policy** does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN CODE, Section 5.7001 and has been in effective for sixty (60) days or less and is not a renewal, the Insurer may cancel this **Policy** for any reason by mailing or delivering written notice of cancellation to the **Named Insured**, stating the reason for cancellation.
- (3) If this **Policy** does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN CODE, Section 5.7001 and has been in effective for more than sixty (60) days, the **Insurer** may cancel this **Policy** only for one or more of the following reasons:
 - (i) failure to pay premiums when due;
 - (ii) fraud in obtaining coverage;

- (iii) increase in hazard within the control of the **Named Insured** which would produce an increase in rate;
 - (iv) loss of **Insurer's** reinsurance covering all or part of the risk covered by the **Policy**; or
 - (v) if the **Insurer** has been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
- (4) If this **Policy** provides coverage to a governmental unit, as defined under 28 TEX. ADMIN CODE, Section 5.7001 and has been in effective for ninety (90) days or less and is not a renewal, the **Insurer** may cancel this **Policy** for any reason by mailing or delivering written notice of cancellation to the **Named Insured**, stating the reason for cancellation.
- (5) If this **Policy** provides coverage to a governmental unit, as defined under 28 TEX. ADMIN CODE, Section 5.7001 and has been in effective for more than ninety (90) days or is a renewal, we may cancel this **Policy** only for one or more of the following reasons:
 - (i) failure to pay premiums when due;
 - (ii) the Texas Department of Insurance determines that continuation of the **Policy** would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
 - (iii) fraud in obtaining coverage; or
 - (iv) an increase in hazard within the control of the **Insured** which would produce an increase in rate.
- (6) Upon cancellation by the **Insurer**, the **Insurer** will mail or deliver written notice of cancellation, stating the reason there, to the **Named Insured** at least (i) twenty (20) days before the effective date of cancellation if the cancellation is for nonpayment of premium; or (ii) sixty (60) days before the effective date of cancellation if the cancellation is for any other reason. Notice will be mailed to the **Named Insured's** last known address and will indicate the date on which coverage is terminated. If notice is mailed, proof of mailing will be sufficient proof of notice.
- (7) The earned premium will be computed on a pro-rata basis. Any unearned premium will be returned as soon as practicable.
- (8) The **Insurer** may not cancel this **Policy** based solely on the fact that the **Insured** is an elected official.

B. Nonrenewal

- (1) The **Insurer** may elect to nonrenew this **Policy** for any reason. However, the **Insurer** may not nonrenewal this **Policy** based solely on the fact that the **Insured** is an elected official.
- (2) If the **Insurer** decides not to renew this **Policy**, the **Insurer** will mail or deliver to the **Named Insured** written notice of nonrenewal along with the reason for nonrenewal, at least sixty (60) days before the expiration date. If notice is mailed or delivered less than sixty (60) days before the expiration date, this **Policy** will remain in effect until the sixty-first (61st) day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro-rate based on the previous year's premium.
- (3) Notice of nonrenewal will be mailed or delivered to the **Named Insured's** last known address. If notice is mailed, proof of mailing will be sufficient proof of notice.
- (4) Notice of nonrenewal is not required if the **Insured** has been transferred between admitted companies within the same insurance group.

4. The first sentence of Paragraph D. of Section XXII. ALTERNATIVE DISPUTE RESOLUTION is deleted and replaced with the following:

Either ADR process shall take place under the laws of the State of Texas and is to be held in the county in which the Named Insured is located unless an alternative county in the state is mutually agreed upon by the Named Insured and the Insurer.

5. Section XXIII. INTERPRETATION is deleted in its entirety.
6. The following Section is added to the Policy:

CLAIMS

1. Within fifteen (15) days after the **Insurer** receives written notice of claim, the **Insurer** will:
 - (a) Acknowledge receipt of the claim. If the **Insurer** does not acknowledge receipt of the claim in writing, the **Insurer** will keep a record of the date, method and content of the acknowledgement;
 - (b) Begin any investigation of the claim; and
 - (c) Request information from the **Insured**. The **Insurer** may request more information at a later date, if during the investigation of the **Claim** such additional information is necessary.
2. The **Insurer** will notify the **Insured** in writing as to whether:
 - (a) The claim or part of the claim will be paid;
 - (b) The claim or part of the claim has been denied, and inform the **Insured** of the reasons for denial;
 - (c) More information is necessary; or
 - (d) The **Insurer** needs additional time to reach a decision. If the **Insurer** needs additional time, the **Insurer** will inform the **Insured** of the reasons for such need.
3. The **Insurer** will provide notification, as described in 2(a) through 2(d) above within (i) fifteen¹⁵ business days after the **Insurer** receives all requested; or (ii) if the **Insurer** has advised the **Insured** that additional time is needed to reach a decision, the **Insurer** must then either approve or deny the claim within forty-five (45) days of such notice.
4. The **Insurer** will pay for covered loss or damage within five (5) business days after we have notified you that payment of the claim or part of the claim will be made. However, if payment of the claim or part of the claim is conditioned on your compliance with any terms of this policy, we will make payment within five (5) business days after the date you have complied with such terms.

The term "business day" means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

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

| **Illinois Union Insurance Company**

| **Westchester Surplus Lines Insurance Company**

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Insured: Fox Run Condominium Association

Attached To Policy No.: F16262225 003

Effective Date: 2023-09-01

TEXAS SURPLUS LINES NOTIFICATION

THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THIS STATE AND IS ISSUED AND DELIVERED AS A SURPLUS LINE COVERAGE UNDER THE TEXAS INSURANCE STATUTES. THE TEXAS DEPARTMENT OF INSURANCE DOES NOT AUDIT THE FINANCES OR REVIEW THE SOLVENCY OF THE SURPLUS LINES INSURER PROVIDING THIS COVERAGE, AND THIS INSURER IS NOT A MEMBER OF THE PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION CREATED UNDER CHAPTER 462, INSURANCE CODE. CHAPTER 225, INSURANCE CODE, REQUIRES PAYMENT OF 4.85 PERCENT TAX ON GROSS PREMIUM.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS NOTICE IS ATTACHED OTHER THAN AS STATED ABOVE.