NOTICE: THE SECTION 1 AND SECTION 3 COVERAGE PARTS PROVIDE CLAIMS MADE COVERAGE, EXCEPT AS OTHERWISE SPECIFIED. PORTIONS OF THIS POLICY APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. DEFENSE EXPENSES WILL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY INSURED LOSS FROM CLAIMS AND WILL ALSO BE APPLIED AGAINST ANY APPLICABLE RETENTION. IN NO EVENT WILL THE INSURER BE LIABLE FOR DEFENSE EXPENSES OR INSURED LOSS IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

THIS IS A NON-PARTICIPATING POLICY

POLICY NUMBER: BMP-1101755-00 **INSURER:** Berkley Regional Insurance Company
RENEWAL OF:
A Stock Company
11201 Douglas Ave
Urbandale, IA 50322
959-205-5000

ITEM I. NAMED INSURED:
StillWaters Residential Association, Inc
1816 Stillwaters Drive
Dadeville, AL 36853

ITEM II. POLICY PERIOD:
12:01 A.M. LOCAL TIME AT THE ADDRESS OF THE **NAMED INSURED** SHOWN ABOVE
FROM: July 23, 2025 TO: July 23, 2026

ITEM III. EXTENDED REPORTING PERIOD:
A. Additional Premium: 100% of Annualized Premium in ITEM V. below
B. Additional Period: 1 Year(s)

ITEM IV. NOTICE TO INSURER

Notice of Claim or Potential Claim:
By Email: CLAIMS@BERKLEYMP.COM
By Mail: Berkley Management Protection
Attn: Claims Department
433 South Main Street
Suite 200
West Hartford, CT 06110

All Other Notices:
Berkley Management Protection
Attn: Underwriting
433 South Main Street
Suite 200
West Hartford, CT 06110

ITEM V. POLICY PREMIUM $1,924

ITEM VI. COVERAGE PARTS

Coverage is afforded under this Policy for the **Coverage Parts**, and any Optional Coverages, as selected below. To the extent **Coverage Parts** or Optional Coverage(s) in the Policy are not selected below or no Limit of Liability is set forth, such **Coverage Parts** or Optional Coverage(s)are deleted in their entirety and no coverage is available pursuant to such **Coverage Part(s)** or Optional Coverage(s).

SECTION 1 COVERAGE PARTS

Aggregate Limit of Liability for all Section 1 Coverage Parts $0

DIRECTORS & OFFICERS LIABILITY COVERAGE PARTS

Coverage Selected	INSURING CLAUSES	AGGREGATE LIMIT OF LIABILITY	SUBLIMIT	RETENTION	SHARED LIMIT	DUTY TO DEFEND
☐	**A. PRIVATE COMPANY DIRECTORS AND OFFICERS LIABILITY** Pending or Prior Date: Insuring Clause A Insuring Clause B Insuring Clause C				☐	Duty ☐ Non-Duty ☐
☐	Insuring Clause D: Additional limit of Liability Dedicated for Executives					
Optional Coverages						
☐	Antitrust Claim					
☐	Asset Protection Expense					
☐	Investigation Expense					
☐	Pre-Claim Expense					
☐	Reputation Expense					

Coverage Selected	INSURING CLAUSES	AGGREGATE LIMIT OF LIABILITY	SUBLIMIT	RETENTION	SHARED LIMIT	DUTY TO DEFEND
☐	**B. NOT FOR PROFIT DIRECTORS AND OFFICERS LIABILITY** Pending or Prior Date: Insuring Clause A Insuring Clause B Insuring Clause C				☐	Duty ☐ Non-Duty ☐
☐	Insuring Clause D: Additional limit of Liability Dedicated for Executives					
Optional Coverages						
☐	Antitrust Claim					
☐	Excess Benefit Transaction Tax					
☐	Pre-Claim Expense					
☐	Reputation Expense					

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

Coverage Selected	INSURING CLAUSES	AGGREGATE LIMIT OF LIABILITY	SUBLIMIT	RETENTION	SHARED LIMIT	DUTY TO DEFEND
☐	**C. EMPLOYMENT PRACTICES LIABILITY** Pending or Prior Date: Insuring Clause A: Employment Practices Liability Coverage Insuring Clause B: Third Party Liability Coverage				☐	Duty ☐ Non-Duty ☐
☐	Additional Defense Expenses Limit for Employment Practices Liability					
Optional Coverages						
☐	Crisis Expense					
☐	Wage and Hour Defense Expense					
☐	Workplace Violence Expense					

FIDUCIARY LIABILITY COVERAGE PART

Coverage Selected	INSURING CLAUSES	AGGREGATE LIMIT OF LIABILITY	SUBLIMIT	RETENTION	SHARED LIMIT	DUTY TO DEFEND
☐	**D. FIDUCIARY LIABILITY** Pending or Prior Date:				☐	Duty ☐ Non-Duty ☐
Optional Coverages						
☐	Voluntary Compliance Resolution Costs					
☐	Civil Fines and Penalties					
☐	Additional Defense Expenses for Fiduciary Liability					

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE PART

Coverage Selected	INSURING CLAUSES	AGGREGATE LIMIT OF LIABILITY	SUBLIMIT	RETENTION	SHARED LIMIT	DUTY TO DEFEND
☐	**E. MISCELLANEOUS PROFESSIONAL LIABILITY** Pending or Prior Date: Professional Services Retroactive Date: Professional Services: A. Miscellaneous Professional Liability Coverage B. Disciplinary and Licensing Proceedings Response				☐	Duty ☐ Non-Duty ☐

SECTION 2 COVERAGE PARTS

CRIME COVERAGE PART

Coverage Selected	INSURING CLAUSES		
☐	**F. CRIME (All Selected Insuring Clauses)**		
	Insuring Clauses	**Limit of Liability**	**Retention**
☐	Employee Theft Coverage		
☐	Premises Coverage		
☐	In Transit Coverage		
☐	Forgery Coverage		
☐	Computer Fraud Coverage		
☐	Funds Transfer Fraud Coverage		
☐	Money Orders and Counterfeit Currency Fraud Coverage		
☐	Credit Card Fraud Coverage		
☐	Client Coverage		
☐	Social Engineering Fraud Coverage		
☐	Expense Coverage		

SECTION 3 COVERAGE PARTS

CYBER COVERAGE PART

Coverage Selected	INSURING CLAUSES	
☒	**G.CYBER**	**SEE CYBER SUITE SUPPLEMENTAL DECLARATIONS**

Cyber Risk Website: https://zeguro.com/berkleymp

Breach Counsel Hotline:

Notice of Claim or Potential Claim:
By Email: CYBERCLAIMS@BERKLEYMP.COM
By Mail: Berkley Management Protection
Attn: Cyber Claims Department
433 South Main Street
Suite 200
West Hartford, CT 06110

ITEM VII. FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ON THE DATE THIS POLICY IS ISSUED

Policy Forms	
Form Number	**Title**
GTC-110001- 0323	General Terms and Conditions
CYB-110002- 0524	CYBER COVERAGE PART

Endorsements		
Endorsement	**Form Number**	**Title**
1	GTC-11500- 0321	Policyholder Disclosure Notice of Terrorism Insurance Coverage
2	GTC-11501- 0321	Policyholder Notice US Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice
3	GTC-125001- 0323-AL	Alabama Amendatory Endorsement
4	CYB-125001 0323-AL	Alabama Amendatory Endorsement

These Declarations along with the completed and signed Application and this Policy,constitute the contract between the Insured and the Insurer.

Charles Thompson

Authorized Representative

Authorized Representative

Berkley Management Protection
| a Berkley Company

Cyber Suite Supplemental Declarations

POLICY NUMBER: BMP-1101755-00	**Cyber Coverage Effective**
NAMED INSURED: StillWaters Residential Association, Inc	**Date: July 23, 2025**

CYBER SUITE

Annual Aggregate Limit:	**$500,000**
Deductible Per Occurrence:	**$10,000**
DATA COMPROMISE RESPONSE EXPENSES	**Included**
Sublimits Per Occurrence:	
Public Relations	**$10,000**
Reputational Harm	**$25,000**
COMPUTER ATTACK	**Included**
Sublimits Per Occurrence:	
Public Relations	**$10,000**
CYBER EXTORTION	**Included**
Sublimit Per Occurrence:	**$25,000**
REWARD PAYMENTS	**Included**
Sublimit Per Policy Period:	**$25,000**
PRIVACY INCIDENT LIABILITY	**Included**
Privacy Incident Defense	
Privacy Incident Liability	
NETWORK SECURITY LIABILITY	**Included**
Network Security Defense	
Network Security Liability	
ELECTRONIC MEDIA LIABILITY	**Included**
Electronic Media Defense	
Electronic Media Liability	

IDENTITY RECOVERY

Annual Aggregate Limit Per "Identity Recovery Insured":	**$25,000**
Deductible Per Occurrence:	**None**
Sublimits Per Occurrence:	
Lost Wages and Child and Elder Care Expenses	$5,000
Mental Health Counseling	$1,000
Miscellaneous Unnamed Costs	$1,000

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PURSUANT TO THE DEFINITIONS SET OUT IN THIS POLICY, WORDS AND PHRASES IN BOLD HAVE SPECIAL MEANING. THE DESCRIPTIONS IN THE HEADINGS AND SUBHEADINGS OF THIS POLICY ARE SOLELY FOR CONVENIENCE AND DO NOT CONSTITUTE A PART OF THE TERMS AND CONDITIONS OF COVERAGE.

In consideration of the premium paid and subject to the Declarations, the General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Policy, the Insurer and the Insureds agree as follows:

I. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all **Coverage Parts**. Unless otherwise stated to the contrary, the terms and conditions of each **Coverage Part** apply only to that particular **Coverage Part**. If any provision in these General Terms and Conditions is inconsistent or in conflict with the terms and conditions of any **Coverage Part**, the terms, conditions, and limitations of the **Coverage Part** will control for purposes of that **Coverage Part**.

II. DEFINITIONS

A. **Application** means any application and any other materials, representations and warranties which are provided to the **Insurer** in connection with the underwriting of this Policy or any other policy of which this Policy is an indirect or direct renewal.

B. **Change of Control** means:

1. the acquisition of the **Named Insured**, or the acquisition of all or substantially all of the assets of the **Named Insured**, 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;

2. the obtaining by any person, entity or affiliated group of persons or entities the right to elect, appoint or designate more than fifty percent (50%) of the board of directors, board of trustees, board of managers, or functional equivalent thereof, or to exercise a majority control of the board of directors, board of trustees, board of managers, or a functional equivalent thereof of the **Named Insured;** or

3. the **Named Insured** emerges from bankruptcy with majority ownership of more than 50% of the voting securities vested in any persons and/or entities different from those having such ownership prior to the filing of the bankruptcy proceedings.

C. **Claim** will have the meaning defined as such in each **Coverage Part.**

D. **Company** means the **Named Insured,** any **Subsidiary,** or any such entity as a debtor in possession under United States bankruptcy law or the equivalent of a debtor in possession under the law of any other country.

E. **Coverage Part** means those **Coverage Parts** designated and set forth as such in this Policy or added as **Coverage Parts** by endorsement. Coverage under any **Coverage Part** will only be provided if purchased as set forth in Declarations ITEM VI. **Coverage Parts** applicable to this Policy, or by endorsement.

F. **Decisional Officer** means, with respect to any **Company,** the natural persons who were, now are or shall become such **Company's** chief executive officer, chief financial officer, in-house general counsel, or the functional equivalent of any of the foregoing positions of a **Company**, or only with respect to coverage under the Employment Practices Liability **Coverage Part**, the head of human resources or functional equivalent for the **Company**.

G. **Defense Expenses** means that part of **Loss** approved by the **Insurer** consisting of reasonable and necessary**:**

1. legal fees,

2. expert fees,

3. electronic discovery and

4. other expenses

incurred by the **Insurer** or the **Insured**, with the **Insurer's** consent solely with respect to the investigation, defense, settlement and appeal of a **Claim**, including but not limited to premiums or fees required for any appeal, injunction, attachment or supersedeas bonds (without the obligation on the part of the **Insurer** to furnish such bonds) regarding such **Claim**. **Defense Expenses** does not include the salaries, wages, benefits, overhead, or other compensation paid or payable to or by any **Insured** or any **Employee** of such **Insured**.

H. **Employee** means, unless otherwise defined in any specific **Coverage Part,** a past, present or future natural person while he or she was, is, or will be acting solely in a capacity for and on behalf of the **Company,** and whose work is directed or controlled by the **Company**, including full-time, part-time, seasonal workers, temporary workers, interns, and volunteers. **Employee** also means leased workers, but only if the **Company** agrees in writing to indemnify such leased workers, and any coverage for such leased workers will be specifically excess of any indemnification or insurance otherwise available to such leased worker from the leasing organization, the leased worker's employer or any other source from which the leased worker was placed with the **Company**. **Employee** does not include, unless otherwise indicated in a **Coverage Part**, any director of the **Company** or any **Independent Contractor**.

I. **Equivalent Law** means, when referring to any statutory law any equivalently functioning United States federal, state and local statutory law, any amendments thereto and any rule or regulation promulgated thereunder, and any equivalently functioning foreign law.

J. **ERISA** means the Employee Retirement Income Security Act of 1974, (including the Consolidated Omnibus Budget Reconciliation Act of 1985) (COBRA), any amendments thereto or **Equivalent Law.**

K. **Extended Reporting Period** means the additional period of time purchased by an **Insured** after termination, cancellation, or non-renewal of this Policy, within which to report a **Claim** subject to the provisions of Section VI. **Extended Reporting Period** for **Section 1 and Section 3 Coverage Parts** only.

L. **Financial Insolvency** means the appointment by any federal or state official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise,

manage or liquidate a **Company**; or a **Company** becoming a debtor in possession under the United States bankruptcy law or equivalent foreign bankruptcy law.

M. **Independent Contractor** means a natural person who is not an **Employee** of but is retained by the **Company** to perform services for or on behalf of the **Company** for compensation pursuant to and in accordance with the terms of a contract or agreement and using his or her own general means and methods**.**

N. **Insured** means the **Company** and **Insured Persons**.

O. **Insured Person** means:

1. those persons designated as such in each **Coverage Part;**

2. with respect to **Section 1 Coverage Parts** only the heirs, executors, administrators, assigns and legal representatives of each such **Insured Person** in the event of his or her death, incapacity or incompetency, but only for the conduct of the **Insured Person**; or

3. the spouse or domestic partner of the **Insured Person**, but only as to the conduct of the **Insured Person** or due to legal ownership of property identified as potential recovery relief**.**

P. **Insurer** means the entity issuing this Policy as set forth in the Declarations to this Policy.

Q. **Loss** will have the meaning defined as such in each **Coverage Part**.

R. **Named Insured** means the entity named in ITEM I. in the Declarations to this Policy.

S. **Nuclear Materials** means any nuclear or radioactive substance or hazardous properties resulting from any nuclear reaction, nuclear radiation or radioactive contamination or source and of any type or kind.

T. **Policy Period** means the period from the Inception Date to the Expiration Date set forth in ITEM II. of the Declarations to this Policy, or any earlier or later termination or cancellation date established pursuant to the terms of this Policy.

U. **Pollutants** means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipality or locality counterpart thereof. **Pollutants** also means any solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, molds, spores, fungi, bacteria, virus, organic pathogen, germs, chemicals and waste materials (including materials to be recycled, reconditioned or reclaimed). **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil product, medical waste, human or animal waste, infectious waste, asbestos or asbestos product, lead or lead product, noise, light, electric, magnetic or electromagnetic field and **Nuclear Materials**.

V. **Related Claims** mean all **Claims** that are based upon, arise from, or are logically or causally connected by the same, or any related or common, or a series of related or common, facts, circumstances, transactions, or **Wrongful Acts**.

W. **Section 1 Coverage Parts** means the **Coverage Parts** set forth in ITEM VI. of the Declarations to this Policy.

X. **Section 2 Coverage Parts** means the **Coverage Parts** set forth in ITEM VI. of the Declarations to this Policy.

Y. **Section 3 Coverage Parts** means the **Coverage Parts** set forth in ITEM VI. of the Declarations to this Policy.

Z. **Subsidiary** means:

1. any entity with more than fifty percent (50%) of the outstanding securities, shares or equity ownership representing the right to control an entity as evidenced by the present right to elect, designate or appoint the majority directors, trustees, managers, members of the Board of Managers or equivalent positions which is owned, or controlled, by the **Named Insured**, directly or through one or more **Subsidiaries**;

2. any entity which the **Named Insured** has the present right, pursuant to written contract or the bylaws, charter, operating agreement or similar documents of such entity, to elect, designate or appoint the majority of the board of directors and maintain sole control of the management and operation of such entity;

3. any charitable trust or charitable foundation while such entity is controlled by the **Named Insured**;

4. any not for profit entity with the present right to elect, designate or appoint the majority directors, trustees, managers, members of the Board of Managers or equivalent positions of an entity which is owned, or controlled, by the **Named Insured**, directly or through one or more **Subsidiaries**; or

5. any organization added by endorsement specifically identified as a **Subsidiary.**

AA. **Wrongful Act** means, with respect to any **Section 1 Coverage Part**, what is defined as such in each **Coverage Part.**

III. LIMITS OF LIABILITY, SHARED LIMITS, SUBLIMITS OF LIABILITY, AND RETENTIONS

A. AGGREGATE LIMITS OF LIABILITY

1. The Aggregate Limit of Liability for each **Coverage Part**, as set forth in the Declarations to each **Coverage Part** of this Policy, is the maximum total amount the **Insurer** will be obligated to pay for all amounts payable under each such **Coverage Part**.

2. The Aggregate Limit of Liability for all **Section 1 Coverage Parts**, as set forth in ITEM VI. of the Declarations to this Policy, is the maximum total amount the **Insurer** will be obligated to pay for all amounts payable under all **Section 1 Coverage Parts**.

3. The payment by the **Insurer** of any amounts under any of the **Coverage Parts** will, unless otherwise specified, reduce the applicable Limits of Liability.

B. SHARED LIMITS OF LIABILITY

If the Aggregate Limit(s) of Liability for more than one **Section 1 Coverage Part** is selected to be a Shared Limit in ITEM VI. of the Declarations to this Policy, then with respect to such Shared **Section 1 Coverage Parts**:

1. the largest Aggregate Limit of Liability of any Shared **Section 1 Coverage Part** is the **Insurer's** maximum Limit of Liability available for all **Claims**, **Losses**, or other covered events under all such Shared Section 1 Coverage Parts, combined ("Shared Aggregate Limit of Liability"); provided, however, that any **Loss**, or other amounts paid under each **Coverage Part** will not exceed the Aggregate Limit of Liability set forth in ITEM VI. of the Declarations for such **Coverage Part**.

2. The Shared Aggregate Limit of Liability will be part of and not in addition to the Aggregate Limit of Liability for all **Section 1 Coverage Parts** as set forth in ITEM VI. of the Declarations.

C. LIABILITY UNDER MULTIPLE COVERAGE PARTS

1. Notwithstanding Section III.B. above, if the **Insurer** provides coverage in whole or in part for a **Claim**, **Loss**, or other covered event under more than one **Coverage Part**, then the largest Limit of Liability of any applicable **Coverage Part** is the **Insurer's** maximum Limit of Liability available for such covered **Claim, Loss** or other covered event; provided, however, that any **Loss,** or other amounts paid under each **Coverage Part** will not exceed the Aggregate Limit of Liability set forth in ITEM VI. of the Declarations for such **Coverage Part**.

2. In the event of any **Loss** covered under more than one **Coverage Part**, such **Loss** will be first covered under the Cyber **Coverage Part**, if applicable, subject to its terms, conditions and limitations. After the Cyber **Coverage Part's** applicable Limit of Liability is exhausted, any further **Loss** will then be covered under the Employment Practices Liability **Coverage Part**, if applicable, subject to its terms, conditions and limitations. After the Employment Practices Liability **Coverage Part's** applicable Limit of Liability is exhausted, any **Loss** otherwise covered under any other applicable **Coverage Part** which is not paid under the Cyber or Employment Practices Liability **Coverage Parts** will be covered under such other **Coverage Part**, subject to the terms, conditions and limitations of such **Coverage Part**.

3. Any payments made under the applicable **Coverage Part** will reduce the Aggregate Limit of Liability for that **Coverage Part** and the Aggregate Limit of Liability for the **Section 1 Coverage Parts**.

D. SUBLIMITS

Except as otherwise specified, any Sublimit of Liability set forth in any **Coverage Part** or by endorsement to this Policy will be part of, and not in addition to, the respective Aggregate Limit of Liability for that **Coverage Part**. Payment under any Sublimit of Liability will reduce the Aggregate Limit of Liability for the applicable Coverage Part, the Aggregate Limit of Liability for the Section **Coverage Parts**, and the Aggregate Limit of Liability for all **Coverage Parts**. No Retention will apply to any amount which is subject to a Sublimit of Liability, unless otherwise specifically indicated in the Declarations, the Policy and any endorsements thereto.

E. RETENTION

Any Retention applicable to any **Coverage Part** will apply as set forth in each **Coverage Part** and in the amount(s) stated in the Declarations of each **Coverage Part**. If different parts of a single **Claim** are subject to different Retentions, then the applicable Retentions applied to the total amount of **Loss** will not exceed the largest applicable Retention.

No Retention will apply to any **Loss** incurred by an **Insured Person** if such **Loss** cannot be indemnified by a **Company** because such **Company** is not permitted by common or statutory law to indemnify, or is permitted or required to indemnify, but is unable to do so by reason of **Financial Impairment.**

The **Insurer's** liability will only apply to that part of each **Loss** which is in excess of the applicable Retention or **Waiting Period**, which Retention will be uninsured and borne by the **Named Insured.**

IV. NOTICE AND REPORTING

A. With respect to any **Section 1 and Section 3 Coverage Part**, unless otherwise specified in a **Coverage Part**:

1. Notice of Claim: The **Insureds** will give to the **Insurer** written notice of any **Claim** made against an **Insured** as soon as practicable after a **Decisional Officer** of the **Company** first learns of such **Claim**, but in no event later than (a) ninety (90) days after expiration of the **Policy Period**, or (b) the expiration date of the **Extended Reporting Period**, if exercised. The failure of the **Insureds** to provide notice of a **Claim** as required by this Section IV.A. will not constitute a coverage defense with respect to such **Claim** unless the **Insurer** establishes it was prejudiced by such failure.

2. Notice of Circumstances: If during the **Policy Period** the **Insured** first becomes aware of circumstances that could give rise to a **Claim** against the **Insured** and gives written notice of such circumstances to the **Insurer** during the **Policy Period**, any **Claims** subsequently arising from such circumstances will be deemed to have been first made against the **Insured** at the time the circumstance was reported to the **Insurer** during the **Policy Period**. However, any later **Claim** will only be deemed as first made at the time of the report of the circumstance, if the written notice to the **Insurer** sufficiently contains a full description of the circumstance, the nature of the specific conduct giving rise to the circumstance, the **Insureds** involved, the identity of the potential claimants, the nature of the relief which might be sought, and how the **Insured** first became aware of the circumstance. Except as otherwise provided in the Directors and Officers Liability **Coverage Part**, no coverage is afforded under any **Section 1 or Section 3 Coverage Parts** for any amounts incurred in connection with such circumstances prior to the time a **Claim** is actually made against the **Insured** and reported to the **Insurer** unless otherwise specified in a **Coverage Part**.

B. With respect to any **Section 2 Coverage Part**, as a condition precedent to their rights under such **Coverage Part**, the **Insureds** will give to the **Insurer** written notice of any covered conduct or event pursuant to the applicable notice provision in such **Section 2 Coverage Part.**

C. Except as otherwise provided in this Policy, all notices under any provision of this Policy will be in writing and given by prepaid express courier, certified mail, or email properly addressed to the appropriate party as set forth below in this Section.

D. Notice to the **Insureds** may be given to the **Named Insured** at the address shown in ITEM I. of the Declarations.

E. Notice to the **Insurer** will be given to the address shown in ITEM IV. of the Declarations.

F. Notice given as described above will be deemed to be received and effective upon receipt thereof by the addressee or in the case of courier, one day following the date such notice is sent, subject to sufficient proof of transmittal.

V. RELATED CLAIMS

With respect to the **Section 1 Coverage Parts,** all **Related Claims** shall be deemed a single **Claim** made on the date in which the earliest of such **Related Claims** was either first made or deemed to have been first made. The **Insurer** shall not be liable for **Loss** on account of any **Related Claim** first made or deemed to have been first made prior to the **Policy Period**.

VI. EXTENDED REPORTING PERIOD

With respect to the **Section 1 and Section 3 Coverage Parts**, unless otherwise specified in a **Coverage Part**:

A. If this Policy is terminated, cancelled or non-renewed for a reason other than for failure to pay premium, or a **Change in Control** ("Termination of Coverage"), then an **Insured** will have the right to purchase an **Extended Reporting Period** for the Additional Period and Additional Premium set forth in ITEM III. of the Declarations to this Policy.

B. The offer of renewal terms and conditions or premiums different from those in effect prior to renewal will not constitute refusal to renew. This right to purchase an **Extended Reporting Period** will lapse unless written notice of election to purchase the **Extended Reporting Period**, together with payment of the applicable Additional Premium, is received by the **Company** within sixty (60) days after the effective date of the Termination of Coverage.

C. If an **Extended Reporting Period** is purchased, then coverage otherwise afforded by this Policy will be extended to apply to **Claims**: (1) first made during such **Extended Reporting Period**, but only for **Wrongful Acts** that took place prior to the effective date of such Termination of Coverage; and (2) reported to the **Insurer** pursuant to Section IV. Notice and Reporting of this General Terms and Conditions. Any **Claim** meeting these criteria will be deemed to have been first made during the **Policy Period** immediately preceding the **Extended Reporting Period**.

D. The entire premium for the **Extended Reporting Period** will be deemed fully earned at the inception of such **Extended Reporting Period**.

E. The Aggregate Limit of Liability for the **Extended Reporting Period** is part of and not in addition to any maximum Aggregate Limit of Liability for the **Policy Period** immediately preceding the **Extended Reporting Period**. All other Limits, Sublimits and Aggregate Limits applicable to the **Coverage Parts** remain unchanged and apply to **Loss** as a result of all **Claims** first made during the **Policy Period** immediately preceding the **Extended Reporting Period** and during the **Extended Reporting Period**.

F. In the event of a Termination of Coverage and upon request from an **Insured**, the **Insurer** will, in its sole discretion, provide a quote for Additional Periods other than as set forth in ITEM III., **Extended**

Reporting Period, of the Declarations to this Policy. Any such additional quote offered will be subject to such Additional Premium as the **Insurer** may require.

VII. DEFENSE

For **Section 1 Coverage Parts** as indicated in ITEM VI. of the Declarations to this Policy for each **Coverage Part:**

A. where the **Insured** has selected that the **Insurer** has the Duty to Defend any **Claim**, even if the allegations are groundless, false or fraudulent, the **Insurer** will have the right to select defense counsel with respect to such **Claim**; provided, that the **Insurer** will not be obligated to defend or to continue to defend any **Claim** after the applicable Limit of Liability has been exhausted by payment of **Loss**; or

B. where the **Insured** has selected the Non-Duty to Defend option, the **Insured** will self-defend any **Claims** against the **Insured**, unless otherwise specified in a **Coverage Part**. The **Insured** will have the obligation to proceed with defense and pay all **Defense Expenses** incurred.

VIII. ALLOCATION

A. For any **Claim** under each **Coverage Part**, for which the **Insured** has elected the **Insurer** to have the Duty to Defend a **Claim**, that incurs covered **Loss** and uncovered **Loss** because such **Claim** includes covered and uncovered parties, or covered and uncovered matters, then the following will apply:

1. one hundred percent (100%) of **Defense Expenses** incurred by such **Insured** will be considered covered **Loss**; and

2. with respect to any **Loss** other than **Defense Expenses,** the **Insurer** will use its best efforts to determine an allocation between covered **Loss** and uncovered **Loss** based on the relative legal and financial exposures of the parties to such matters.

B. For any **Claim** under each **Coverage Part** for which the **Insured** has elected Non-Duty to Defend option the **Insurer** will use its best efforts to determine an allocation between covered **Loss** and uncovered **Loss** based on the relative legal and financial exposures of the parties to such matters.

1. Solely with respect to Non-Duty to Defend option, upon written request, the **Insurer** will advance **Defense Expenses** with respect to such **Claim** on a current basis after receipt by the **Insurer** of bills detailing such **Defense Expenses** and all other information requested by the **Insurer** until the Aggregate Limit of Liability for the applicable **Coverage Part** set forth in ITEM VI. of the Declarations has been exhausted. If there is no agreement on an allocation of such **Defense Expenses** pursuant to Section VIII. Allocation, the **Insurer** will advance such **Defense Expenses** which the **Insurer** believes to be covered until a different allocation is negotiated, arbitrated or judicially determined. If it is later determined that the **Insureds** were not entitled to coverage under this Policy for the **Claim,** or any part of the **Claim** for which **Defense Expenses** were paid by the **Insurer**, each of the **Insureds** will repay to the **Insurer** those amounts paid by the **Insurer** for, or on behalf of, such **Insured** for **Defense Expenses** for the uncovered part of the **Claim.**

2. The **Insured** must obtain the approval of the **Insurer** as to the retention of defense counsel and the **Insurer** will have the right to effectively associate with defense counsel as to the defense of any **Claim.**

IX. COOPERATION AND CONSENT

A. The **Insureds** agree to provide the **Insurer** with all information, assistance and cooperation which the **Insurer** may reasonably require or request.

B. The **Insured** will not agree to any settlement, stipulate to any judgment, incur any **Defense Expenses,** admit any liability, or assume any contractual obligation as to any **Claim,** without the **Insurer's** prior written consent, such consent not to be unreasonably withheld, provided that, unless otherwise stated in a particular **Section 1 Coverage Part**, the **Insured** may settle any **Claim**, without the **Insurer's** prior written consent, where the amount of such settlement, including **Defense Expenses**, does not exceed the applicable Retention.

C. The **Insured** will not do anything that could prejudice the **Insurer's** position or its potential or actual rights of recovery.

D. The **Insurer** has the right to investigate, conduct negotiations and, with the **Insured's** written consent settle a **Claim**.

E. The **Insurer** will have the right, but will not be obligated to appeal any decision, judgment, award, adjudication, or determination with respect to any **Claim** covered in whole or in part by this Policy. If the **Insurer** decides to proceed with such appeal, the expense of appealing such judgment will be a part of **Defense Expenses**. If the **Insure**r does not decide to proceed with or consent to such appeal, the expense of the appeal will not be covered under the Policy and will be borne solely by the **Insured**.

X. OTHER INSURANCE

Solely with respect to any **Section 1 Coverage Part**, if any **Loss** resulting from any **Claim** is insured by any other valid and collectible insurance, including self-insurance, then this Policy will apply only as excess of the amounts of any deductibles, retentions and limits of liability of such other insurance or self-insurance, whether such other insurance or self-insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy.

XI. CHANGES IN EXPOSURE

A. Acquisition of Another Entity

If before or during the **Policy Period** a **Company** acquires voting rights in another entity such that the acquired entity becomes a **Subsidiary**, then coverage will be provided for such **Subsidiary** and its **Insureds** with respect to any:

1. **Section 1 Coverage Part**, solely for **Claims** for **Wrongful Acts** occurring after such acquisition; or

2. **Section 2 Coverage Part**, solely after the effective date of such acquisition subject to the Liability for Prior Losses section of such **Section 2 Coverage Part**.

B. Cessation of Subsidiaries

If before or during the **Policy Period** any **Company** ceases to be a **Subsidiary**, then with respect to any:

1. **Section 1 Coverage Part**, coverage for such **Subsidiary** and its **Insureds** will continue until termination of this Policy in accordance with Section XI.C. **Change of Control**, or Section XIII. Termination of Policy, whichever occurs first, but only for **Claims** for **Wrongful Acts** occurring while such **Company** was a **Subsidiary**; or

2. **Section 2 Coverage Part**, such **Subsidiary** and its **Insureds** will cease to be **Insureds** as of the effective date of such cessation and coverage under this Policy will apply as provided in such **Section 2 Coverage Part**.

C. Change of Control

With respect to any **Section 1 Coverage Part**:

In the event of a **Change of Control** of the **Named Insured** during the **Policy Period**:

1. any **Section 1 Coverage Part** will remain in force until the expiration of the **Policy Period**, but only for any **Claim** for a **Wrongful Act** which occurs prior to such **Change of Control**; provided that the **Extended Reporting Provision** in Section VI. will not apply to a **Change of Control**.

2. the entire premium for this Policy will be deemed fully earned as of the effective date of such **Change of Control**; and

If the **Named Insured** notifies the **Insurer** in writing at least sixty (60) days prior to the **Change of Control,** the **Named Insured** will be entitled to receive a quote for an extension of the **Section 1 Coverage Part** ("Run-Off Coverage") solely for **Claims** for **Wrongful Acts** which occurred prior to a **Change in Control**. Coverage offered pursuant to such quote will be subject to additional or different terms and conditions and payment of additional premium.

XII. SUBROGATION

A. In the event of any payment under this Policy, the **Insurer** will be subrogated to the extent of such payment to all of the **Insureds'** rights of recovery, the **Insureds** will take all reasonable actions to secure and preserve the **Insurer's** subrogation rights and the **Insureds** will not impair such rights.

B. In no event will the **Insurer** exercise any subrogation right against an **Insured Person** acting within his or her capacity. In any subrogation action against a **Company**, it is agreed that each **Company** agrees to fulfill any indemnification obligations to the fullest extent permitted by law and any contract or agreement providing an indemnification obligation exceeding any such law.

Any amounts recovered by the **Insurer** pursuant to subrogation, contractual indemnity or any other forms of recoupment, less costs expended for the recovery, will be applied to and will replenish the available limit of liability of the applicable **Coverage Part** in the amount of such recovery.

XIII. TERMINATION OF POLICY

This Policy will terminate only at the earliest of the following events:

A. upon receipt by the **Insurer** of written notice of termination from the **Named Insured**, provided that this Policy may not be terminated by the **Named Insured** after the effective date of any event described in Section IX.C. **Change of Control;**

B. upon expiration of the **Policy Period** set forth in ITEM II. of the Declarations;

C. twenty (20) days after receipt by the **Named Insured** of a written notice of termination from the **Insurer** based upon nonpayment of premium, unless the premium is paid within such twenty (20) day period; or

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

The **Insurer** will refund any unearned premium computed pro-rata if this Policy is terminated.

XIV. REPRESENTATIONS, SEVERABILITY, AND NON-RESCINDABILITY

A. In granting coverage to the **Insureds** under this Policy, 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 will be considered as incorporated into and constituting a part of this Policy.

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

C. With regard to the **Section 1** and **Section 3 Coverage Parts** and notwithstanding Section XIV.A. above, in the event the **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, no coverage will be afforded for **Loss** in connection with any **Claim**:

1. against an **Insured Person** based upon or arising from such misrepresentations or omissions if that **Insured Person** as of the effective date of the **Application** had actual knowledge of such misrepresentations or omissions; or

2. against any **Company** if the **Named Insured's** past or present Chief Executive Officer, Chief Financial Officer or such functionally equivalent positions of the **Named Insured** had actual knowledge of such misrepresentations or omissions as of the effective date of the **Application**, whether or not such individual knew such **Application** contained such misrepresentations.

D. With regards to the Crime coverage part and not withstanding Section XIV.A. above, in the event the **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, no coverage will be afforded for loss of or damage to **Money, Securities** or **Property**.

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

XV. BANKRUPTCY

Bankruptcy or **Financial Insolvency** of an **Insured** will not relieve the **Insurer** of its obligations nor deprive the **Company** of its rights or defenses under this Policy.

XVI. ACTION AGAINST THE INSURER

No action may be instituted against the **Insurer** unless, as a condition precedent thereto, there will have been full compliance by the **Insured** with all the terms of this Policy. No person or entity will have any right under this Policy to join or implead the **Insurer** as a party to any action against any **Insured** to determine such **Insured's** liability.

XVII. ROLE OF NAMED INSURED

By acceptance of this Policy, the **Named Insured** agrees that it will be considered the sole agent of, and will act on behalf of, each **Insured** with respect to:

A. the payment of premiums and the receiving of any return premiums;

B. the negotiation, agreement to and acceptance of endorsements; and

C. the giving or receiving of any notice provided for in this Policy.

Each **Insured** agrees that the **Named Insured** will act on his, her or its behalf with respect to all such matters.

XVIII. STATE AMENDATORY INCONSISTENCY STATEMENT

In the event that there is an inconsistency between the terms and conditions of this Policy and any state amendatory endorsement, where permitted by law, the **Insurer** will apply the terms and conditions that are most favorable for the **Insured**.

XIX. ALTERATION AND ASSIGNMENT

Any change in or modification of this Policy or assignment of interest under this Policy must be agreed to in writing by the **Insurer.**

XX. TERRITORY AND VALUATION

Coverage will apply worldwide. This Policy does not provide coverage for any **Insured**, transaction, that part of **Loss,** or other similar cost or expense that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

All premiums, limits, retentions, **Loss**, and other amounts under this Policy are expressed and payable in the currency of the United States of America. If any element of **Loss** under this Policy is stated in a currency other than United States of America dollars, payment under this Policy will be made in United States of America dollars at the exchange rate published in The *Wall Street Journal* on the date the element of **Loss** is due.

XXI. ENTIRE AGREEMENT

By acceptance of this Policy, the **Insureds** and the **Insurer** agree that this Policy, including the **Application** and any written amendments and endorsements attached hereto, constitute the entire agreement between the parties. References in this Policy, including any amendments or endorsements hereto, apply only to the extent that the **Insured** has purchased the relevant coverages, as indicated by a Limit or Sublimit set forth on the Declarations, or by endorsement to this Policy.

PURSUANT TO THE DEFINITIONS SET OUT IN THIS POLICY, WORDS AND PHRASES IN BOLD HAVE SPECIAL MEANING. THE DESCRIPTIONS IN THE HEADINGS AND SUBHEADINGS OF THIS POLICY ARE SOLELY FOR CONVENIENCE AND DO NOT CONSTITUTE A PART OF THE TERMS AND CONDITIONS OF COVERAGE.

Throughout this Coverage Part (hereinafter referred to as **Cyber Coverage**), the words "you" and "your" refer to the **Named Insured(s)** shown in the Cyber Suite Supplemental Declarations of this Cyber Coverage and any other person(s) or organization(s) qualifying as an **Insured** pursuant to the General Terms and Conditions. The words "we", "us" and "our" refer to the company providing this insurance.

The terms and conditions of any cancellation, and/or nonrenewal provisions in the policy and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this Cyber Coverage, unless specifically stated otherwise in an endorsement(s) attached hereto.

A. COVERAGE

This section lists the coverages that apply if indicated in the Cyber Suite Supplemental Declarations.

1. Data Compromise Response Expenses

a. Data Compromise Response Expenses applies only if all of the following conditions are met:

(1) There has been a **Personal Data Compromise**; and

(2) Such **Personal Data Compromise** took place in the **Coverage Territory**; and

(3) Such **Personal Data Compromise** is first discovered by you during the **Policy Period**; and

(4) Such **Personal Data Compromise** is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

b. If the conditions listed in **a.** above have been met, then we will provide coverage for the following expenses when they arise directly from such **Personal Data Compromise** and are necessary and reasonable. Items **(4)** and **(5)** below apply only if there has been a notification of the **Personal Data Compromise** to **Affected Individuals** as covered under item **(3)** below.

(1) Forensic IT Review

We will pay for a professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the **Personal Data Compromise** and the number and identities of the **Affected Individuals**. This includes, when necessary, the cost of a qualified Payment Card Forensic Investigator.

This does not include costs to analyze, research or determine any of the following:

(a) Vulnerabilities in systems, procedures or physical security; or

(b) The nature or extent of **Loss** or damage to data that is not **Personally Identifying Information** or **Personally Sensitive Information**.

If there is reasonable cause to suspect that a covered **Personal Data Compromise** may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered **Personal Data Compromise**. However, once it is determined that there was no covered **Personal Data Compromise**, we will not pay for any further costs.

(2) Legal Review

We will pay for a professional legal counsel review of the **Personal Data Compromise** and how you should best respond to it.

If there is reasonable cause to suspect that a covered **Personal Data Compromise** may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered **Personal Data Compromise**. However, once it is determined that there was no covered **Personal Data Compromise**, we will not pay for any further costs.

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(3) Notification to Affected Individuals

We will pay your necessary and reasonable costs to provide notification of the **Personal Data Compromise** to **Affected Individuals**.

(4) Services to Affected Individuals

We will pay your necessary and reasonable costs to provide the following services to **Affected Individuals**. Services **(c)** and **(d)** below apply only to **Affected Individuals** from **Personal Data Compromise** events involving **Personally Identifying Information**.

(a) Informational Materials

A packet of loss prevention and customer support information.

(b) Help Line

A toll-free telephone line for **Affected Individuals** with questions about the **Personal Data Compromise**. Where applicable, the line can also be used to request additional services as listed in **(c)** and **(d)** below.

(c) Credit Report and Monitoring

A credit report and an electronic service automatically monitoring for activities affecting an individual's credit records. This service is subject to the **Affected Individual** enrolling for this service with the designated service provider.

(d) Identity Restoration Case Management

As respects any **Affected Individual** who is or appears to be a victim of **Identity Theft** that may reasonably have arisen from the **Personal Data Compromise**, the services of an identity restoration professional who will assist that **Affected Individual** through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

(5) Public Relations

We will pay for a professional public relations firm review of, and response to, the potential impact of the **Personal Data Compromise** on your business relationships.

This includes necessary and reasonable costs to implement public relations recommendations of such firm. This may include advertising and special promotions designed to retain your relationship with **Affected Individuals**. However, we will not pay for:

(a) Promotions provided to any of your **Executives** or **Employees**; or

(b) Promotion costs exceeding $25 per **Affected Individual**.

(6) Regulatory Fines and Penalties

We will pay for any fine or penalty imposed by law, to the extent such fine or penalty is legally insurable under the law of the applicable jurisdiction. This includes, but is not limited to, fines and penalties imposed for the violation of the European Union General Data Protection Regulation, the California Consumer Privacy Act and similar laws.

(7) PCI Assessments, Fines and Penalties

We will pay for any Payment Card Industry assessments, fines and penalties imposed on you under a contract to which you are a party.
This does not include any:

(a) Increased transaction costs;

(b) Any assessments, fines and penalties not arising from a covered **Personal Data Compromise**;

(c) Interchange fees;

(d) Chargebacks;

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(e) Subsequent assessments, fines and penalties imposed due to continued PCI non-compliance; or

(f) Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

(8) Reputational Harm

(a) This Reputational Harm coverage applies only if there has been a **Personal Data Compromise** for which you provided notifications and services to **Affected Individuals** in consultation with us pursuant to **b.(3) and b.(4)** above.

(b) If the conditions listed in **(a)** above have been met, then we will pay your necessary and reasonable **Reputational Harm Costs** incurred during the **Period of Indemnification** and arising directly from the **Personal Data Compromise**.

(9) Reward Payments

We will pay for any necessary and reasonable **Reward Payments** offered and made by you in response to a **Personal Data Compromise**.

2. Computer Attack

a. Computer Attack applies only if all of the following conditions are met:

(1) There has been a **Computer Attack**; and

(2) Such **Computer Attack** occurred in the **Coverage Territory**; and

(3) Such **Computer Attack** is first discovered by you during the **Policy Period**; and

(4) Such **Computer Attack** is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

b. If the conditions listed in **a.** above have been met, then we will provide you the following coverages for **Loss** directly arising from such **Computer Attack**.

(1) Data Restoration

We will pay your necessary and reasonable **Data Restoration Costs**.

(2) Data Re-creation

We will pay your necessary and reasonable **Data Re-creation Costs**.

(3) System Restoration

We will pay your necessary and reasonable **System Restoration Costs**.

(4) Loss of Business

We will pay your actual **Business Income and Extra Expense Loss** incurred during the **period of restoration**. This includes your actual **Business Income and Extra Expense Loss** caused by a voluntary shutdown of your **Computer System** in connection with your reasonable efforts to stop, mitigate the effects of, or recover from, such a **Computer Attack**.

(5) Extended Income Recovery

If you suffer a covered **Business Income and Extra Expense Loss** resulting from a **Computer Attack** on a **Computer System** owned or leased by you and operated under your control, we will pay your actual **Extended Income Loss**.

(6) Public Relations

If you suffer a covered **Business Income and Extra Expense Loss**, we will pay for the services of a professional public relations firm to assist you in communicating your response to the **Computer Attack** to the media, the public and your customers, clients or members.

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(7) Future Loss Avoidance

If you received a loss payment from us under Coverage 2. Computer Attack, we will pay your necessary and reasonable **Future Loss Avoidance Costs.**

(8) Reward Payments

We will pay for any necessary and reasonable **Reward Payments** offered and made by you in response to a **Computer Attack.**

3. Cyber Extortion

a. Cyber Extortion applies only if all of the following conditions are met:

(1) There has been a **Cyber Extortion Threat**; and

(2) Such **Cyber Extortion Threat** is first made against you during the **Policy Period**; and

(3) Such **Cyber Extortion Threat** is reported to us as soon as practicable, but in no event more than 60 days after the date it is first made against you.

b. If the conditions listed in **a.** above have been met, then we will pay for your necessary and reasonable **Cyber Extortion Expenses** arising directly from such **Cyber Extortion Threat** and any necessary and reasonable **Reward Payments** offered and made by you in response to a **Cyber Extortion Threat**. The payment of **Cyber Extortion Expenses** must be approved in advance by us. We will not pay for **Cyber Extortion Expenses** that have not been approved in advance by us. We will not unreasonably withhold our approval.

c. You must make every reasonable effort not to divulge the existence of this Cyber Extortion coverage.

4. Privacy Incident Liability

a. Privacy Incident Liability applies only if all of the following conditions are met:

(1) During the **Policy Period** or any applicable Extended Reporting Period, you first receive notice of one of the following:

(a) A **Claim**; or

(b) A **Regulatory Proceeding**.

(2) Such **Claim** or **Regulatory Proceeding** must arise from a **Privacy Incident** that:

(a) Took place during the **Coverage Term**; and

(b) Took place in the **Coverage Territory**; and

(c) Was submitted to us and insured under Data Compromise Response Expenses.

(3) Such **Claim** or **Regulatory Proceeding** is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

b. If the conditions listed in **a.** above have been met, then we will pay on your behalf any covered:

(1) Loss directly arising from the **Claim**; or

(2) Defense Costs directly arising from a **Regulatory Proceeding**.

c. All **Claims** and **Regulatory Proceedings** arising from a single **Privacy Incident** or interrelated **Privacy Incidents** will be deemed to have been made at the time that notice of the first of those **Claims** or **Regulatory Proceedings** is received by you.

5. Network Security Liability

a. Network Security Liability applies only if all of the following conditions are met:

(1) During the **Policy Period** or any applicable Extended Reporting Period, you first receive notice of a **Claim** which arises from a **Network Security Incident** that:

(a) Took place during the C**overage Term**; and

(b) Took place in the **Coverage Territory**; and

(2) Such **Claim** is reported to us as soon as practicable, but in no event more than 60 days after the

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date it is first received by you.

b. If the conditions listed in **a.** above have been met, then we will pay on your behalf any covered **Loss** directly arising from the **Claim**.

c. All **Claims** arising from a single **Network Security Incident** or interrelated **Network Security Incidents** will be deemed to have been made at the time that notice of the first of those **Claims** is received by you.

6. Electronic Media Liability

a. Electronic Media Liability applies only if all of the following conditions are met:

(1) During the **Policy Period** or any applicable Extended Reporting Period, you first receive notice of a **Claim** which arises from an **Electronic Media Incident** that:

(a) Took place during the **Coverage Term**; and

(b) Took place in the **Coverage Territory**; and

(2) Such **Claim** is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

b. If the conditions listed in **a.** above have been met, then we will pay on your behalf any covered **Loss** directly arising from the **Claim**.

c. All **Claims** arising from a single **Electronic Media Incident** or interrelated **Electronic Media Incidents** will be deemed to have been made at the time that notice of the first of those **Claims** is received by you.

7. Identity Recovery

a. Identity Recovery applies only if all of the following conditions are met:

(1) There has been an **Identity Theft** involving the personal identity of an **Identity Recovery Insured** under this Cyber Coverage; and

(2) Such **Identity Theft** took place in the **Coverage Territory**; and

(3) Such **Identity Theft** is first discovered by the **Identity Recovery Insured** during the **Policy Period**; and

(4) Such **Identity Theft** is reported to us within 60 days after it is first discovered by the **Identity Recovery Insured**.

b. If the conditions listed in **a.** above have been met, then we will provide the following to the **Identity Recovery Insured**:

(1) Case Management Service

We will pay for the services of an **Identity Recovery Case Manager** as needed to respond to the **Identity Theft**; and

(2) Expense Reimbursement

We will pay for reimbursement of necessary and reasonable **Identity Recovery Expenses** incurred as a direct result of the **Identity Theft**.

B. EXCLUSIONS

If any cyber incident exclusion is made a part of this policy, such exclusion will not apply to the coverage afforded by this Cyber Coverage.

The following additional exclusions apply to this coverage:

We will not pay for costs or **Loss** arising from the following:

1. Nuclear reaction or radiation or radioactive contamination, howsoever caused.

2. War and hostile action, including any of the following and any consequence of any of the following:

a. Cyber warfare, whether or not occurring in combination with physical combat;

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b. Undeclared war;

c. Civil war;

d. Hostile action by military force or cyber measures, including action in hindering or defending against an actual or expected attack, by any Combatant; or

e. Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these, including cyber action in connection with any of the foregoing.

For purposes of this exclusion, cyber warfare, cyber measures and cyber action include, but are not limited to, the use of disruptive digital activities against a computer network or system with the intention to cause harm in order to further political or similar objectives, or to intimidate any person(s) in furtherance of such objectives, committed by a Combatant.

The attribution of an action to a Combatant will be determined by relying on reasonable evidence such as:

a. Statements by an impacted government, sovereign or other authority;

b. Statements by widely recognized international bodies (such as the United Nations) or alliances (such as the North Atlantic Treaty Organization); or

c. Consensus opinion within relevant expert communities such as the cyber security industry.

Decisions about the presence or absence of war, hostile action, and other terms used in this exclusion will take into consideration the full range of available tactics, weapons and technologies at the time of the event giving rise to the **Loss**.

Combatant means, for purposes of this exclusion, a government, sovereign or other authority, or agents acting on their behalf.

3. Total or partial failure or interruption of, reduction in performance of, or damage to, any electrical power supply network or telecommunications network not owned and operated by you including, but not limited to, satellites, the internet, internet service providers, Domain Name System (DNS) service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

4. Any attack on, incident involving, or loss to any computer or system of computers that is not a **Computer System**.

5. Costs to research or correct any deficiency.

6. Any fines or penalties other than those explicitly covered under Data Compromise Response Expenses.

7. Any criminal investigations or proceedings.

8. Your intentional or willful complicity in a covered **Loss** event.

9. Your reckless disregard for the security of your **Computer System** or data, including confidential or sensitive information of others in your care, custody or control.

10. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.

11. Any **Personal Data Compromise**, **Computer Attack**, **Cyber Extortion Threat** or **Wrongful Act** occurring before the **Coverage Term**.

12. That part of any **Claim** seeking any non-monetary relief. However, this exclusion does not apply to **Defense Costs** arising from an otherwise insured **Wrongful Act**.

13. The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by you for sale, lease or license to third parties.

14. Any **Claim** or **Loss** alleging, arising out of, based upon or attributable to, or brought by or on behalf of

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any federal, state, or legal government agency or professional or trade licensing organizations or the enforcement of any governmental law, ordinance, regulation or rule; however, this exclusion shall not apply to:

a. Actions or proceedings brought by a governmental authority or regulatory agency acting solely in its capacity as your customer;

b. **Regulatory Proceedings** insured under Coverage **4. Privacy Incident Liability**; or

c. Any fine or penalty imposed by law which arises from a covered **Personal Data Compromise**.

15. Any **Loss** or liability arising out of **Pollutants or Contaminants** or the presence of or the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants or Contaminants**, or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants or Contaminants**, or in any way respond to or assess the effects of **Pollutants or Contaminants**.

16. Any oral or written publication of material, if done by you or at your direction with knowledge of its falsity.

17. **Property Damage** or **Bodily Injury** other than mental anguish or mental injury alleged in a **Claim** covered under Privacy Incident Liability, Network Security Liability or Electronic Media Liability.

18. The theft of a professional or business identity.

19. Any fraudulent, dishonest or criminal act by an **Identity Recovery Insured** or any person aiding or abetting an **Identity Recovery Insured**, or by any **Authorized Representative** of an **Identity Recovery Insured**, whether acting alone or in collusion with others. However, this exclusion will not apply to the interests of an **Identity Recovery Insured** who has no knowledge of or involvement in such fraud, dishonesty or criminal act.

20. An **Identity Theft** that is not reported in writing to the police.

21. The following exclusions are applicable to Future Loss Avoidance only:

a. Any **Future Loss Avoidance Costs** incurred after this policy has been cancelled or non-renewed by either you or us.

b. The salaries or wages of your **Employees** or **Executives**, or your loss of earnings.

22. Any amount not insurable under applicable law.

23. Any provision of coverage under this Cyber Coverage to the extent that such provision would expose us or you to a violation of economic or trade sanctions, laws or regulations of the United States of America or any other jurisdiction with whose laws we are legally obligated to comply.

24. Violation of any of the following:

a. The Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;

b. Any securities law, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisors Act and the Organized Crime Control Act of 1970, as amended;

c. Any law relating to the unsolicited electronic dissemination of faxes, e-mails, or other communications, or a natural person's or entity's right of seclusion, including but not limited to the Telephone Consumer Protection Act of 1991, as amended;

d. Any law relating to biometric information privacy, including but not limited to the Biometric Information Privacy Act, as amended;

e. Any regulation promulgated under any of the foregoing laws; or

f. Except as expressly covered under this Cyber Coverage, any federal, state, common, or foreign law or legislation similar to the foregoing laws.

C. LIMITS OF INSURANCE

1. Aggregate Limits

Except for post-judgment interest, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations is the most we will pay for all **Loss** under all applicable coverage sections,

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except Identity Recovery, in any one **Policy Period** or any applicable Extended Reporting Period. The Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations applies regardless of the number of insured events first discovered or **Claims** or **Regulatory Proceedings** first received during the **Policy Period** or any applicable Extended Reporting Period.

The Identity Recovery Coverage is subject to the Identity Recovery Limit as shown in the Cyber Suite Supplemental Declarations.

2. Coverage Sublimits

a. Data Compromise Sublimits

The most we will pay under Data Compromise Response Expenses for Public Relations and Reputational Harm coverages for **Loss** arising from any one **Personal Data Compromise** is the applicable sublimit for each of those coverages shown in the Cyber Suite Supplemental Declarations.

These sublimits are part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations. Public Relations coverage is also subject to a limit per **Affected Individual** as described in **A.1.b.(5)**.

b. Computer Attack Sublimit

The most we will pay under Computer Attack for Public Relations coverage for **Loss** arising from any one **Computer Attack** is the applicable Public Relations sublimit shown in the Cyber Suite Supplemental Declarations. This sublimit is part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations.

c. Cyber Extortion Sublimit

The most we will pay under Cyber Extortion coverage for **Loss** arising from one **Cyber Extortion Threat** is the applicable sublimit shown in the Cyber Suite Supplemental Declarations. This sublimit is part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations.

d. Reward Payments Sublimit

The Reward Payment sublimit shown in the Cyber Suite Supplemental Declarations is the most we will pay for all **Reward Payments** resulting from a **Personal Data Compromise**, **Computer Attack** or **Cyber Extortion Threat** in any one **Policy Period**.

This sublimit is a part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations.

e. Identity Recovery Sublimits

The following provisions are applicable only to the Identity Recovery Coverage.

(1) Case Management Service is available as needed for any one **Identity Theft** for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Services do not reduce the Annual Aggregate Limit for Identity Recovery.

(2) Costs covered under item **d.** (Legal Costs) of the definition of **Identity Recovery Expenses** are part of, and not in addition to, the annual aggregate limit for Identity Recovery.

(3) Costs covered under item **e.** (Lost Wages) and item **f.** (Child and Elder Care Expenses) of the definition of **Identity Recovery Expenses** are jointly subject to the Lost Wages and Child and Elder Care sublimit shown in the Cyber Suite Supplemental Declarations. This sublimit is part of, and not in addition to, the annual aggregate limit for Identity Recovery. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the **Identity Theft** by the **Identity Recovery Insured**.

(4) Costs covered under item **g.** (Mental Health Counseling) of the definition of **Identity Recovery Expenses** is subject to the Mental Health Counseling sublimit shown in the Cyber Suite Supplemental Declarations. This sublimit is part of, and not in addition to, the annual aggregate limit for Identity Recovery. Coverage is limited to counseling that takes place within 12 months after the first discovery of the **Identity Theft** by the **Identity Recovery Insured**.

(5) Costs covered under item **h.** (Miscellaneous Unnamed Costs) of the definition of **Identity**

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Recovery Expenses is subject to the Miscellaneous Unnamed Costs sublimit shown in the Cyber Suite Supplemental Declarations. This sublimit is part of, and not in addition to, the annual aggregate limit for Identity Recovery. Coverage is limited to costs incurred within 12 months after the first discovery of the **Identity Theft** by the **Identity Recovery Insured**.

3. **Application of Limits**

   a. A **Computer Attack**, **Cyber Extortion Threat**, **Personal Data Compromise** or **Identity Theft** may be first discovered by you in one **Policy Period** but it may cause insured **Loss** in one or more subsequent **Policy Periods**. If so, all insured **Loss** arising from such **Computer Attack**, **Cyber Extortion Threat**, **Personal Data Compromise** or **Identity Theft** will be subject to the limit of insurance applicable to the **Policy Period** when the **Computer Attack**, **Cyber Extortion Threat**, **Personal Data Compromise** or **Identity Theft** was first discovered by you.

   b. You may first receive notice of a **Claim** or **Regulatory Proceeding** in one **Policy Period** but it may cause insured **Loss** in one or more subsequent **Policy Periods**. If so, all insured **Loss** arising from such **Claim** or **Regulatory Proceeding** will be subject to the limit of insurance applicable to the **Policy Period** when notice of the **Claim** or **Regulatory Proceeding** was first received by you.

   c. The limit of insurance for the Extended Reporting Periods (if applicable) will be part of, and not in addition to, the limit of insurance for the immediately preceding **Policy Period**.

   d. Coverage for Services to **Affected Individuals** under Data Compromise Response Expenses is limited to costs to provide such services for a period of up to one year from the date of the notification to the **Affected Individuals**. Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

D. DEDUCTIBLES

1. We will not pay for **Loss** until the amount of the insured **Loss** exceeds the deductible amount shown in the Cyber Suite Supplemental Declarations. We will then pay the amount of **Loss** in excess of the applicable deductible amount, subject to the applicable limits shown in the Cyber Suite Supplemental Declarations. You will be responsible for the applicable deductible amount.
2. The deductible will apply to all:
   a. **Loss** arising from the same insured event or interrelated insured events under Data Compromise Response Expenses, Computer Attack or Cyber Extortion coverage.
   b. **Loss** resulting from the same **Wrongful Act** or interrelated **Wrongful Acts** insured under Privacy Incident Liability, Network Security Liability or Electronic Media Liability.
3. In the event that **Loss** is insured under more than one coverage section, only the single highest deductible applies.
4. Insurance coverage under Identity Recovery is not subject to a deductible.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

1. **Additional Policy Protection**
   We may, from time to time, offer or arrange to provide benefits specific to one of our risk management benefits which include but are not limited to devices, equipment, services or benefits provided by either us or a third party vendor selected by us. These services or products are designed to mitigate **Loss**, provide **Loss** control, assess risk, identify sources of risk, or develop strategies for eliminating or reducing risk. The benefits are intended to enhance the safety, value, usability, life or protection of you or your insurable assets. Such products or services must be provided by us or by a third party vendor that has an agreement or contract with us. We do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.

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2. Bankruptcy

The bankruptcy or insolvency of you or your estate, will not relieve you or us of any obligation under this Cyber Coverage.

3. Defense And Settlement

a. We shall have the right and the duty to assume the defense of any applicable **Claim** or **Regulatory Proceeding** against you. You shall give us such information and cooperation as we may reasonably require.

b. You shall not admit liability for or settle any **Claim** or **Regulatory Proceeding** or incur any **Defense Costs** without our prior written consent.

c. At the time a **Claim** or **Regulatory Proceeding** is first reported to us, you may request that we appoint a defense attorney of your choice. We will give full consideration to any such request.

d. We will not be obligated to pay any **Loss** or **Defense Costs**, or to defend or continue to defend any **Claim** or **Regulatory Proceeding** after the applicable limit of insurance has been exhausted.

e. We will pay all interest on that amount of any judgment within the applicable limit of insurance which accrues:

(1) After entry of judgment; and

(2) Before we pay, offer to pay or deposit in court that part of the judgment within the applicable limit of insurance or, in any case, before we pay or offer to pay the entire applicable limit of insurance.

These interest payments will be in addition to and not part of the applicable limit of insurance.

f. We may, with your written consent, make any settlement of a **Claim** or **Regulatory Proceeding** which we deem reasonable. If you refuse to consent to any settlement recommended by us and acceptable to the claimant or plaintiff, our liability for all **Settlement Costs** and **Defense Costs** resulting from such **Claim** or **Regulatory Proceeding** will not exceed the following:

(1) The amount for which we could have settled such **Claim** or **Regulatory Proceeding** plus **Defense Costs** incurred as of the date we proposed such settlement in writing to you; plus

(2) 80% of any **Settlement Costs** and **Defense Costs** incurred after the date of such proposed settlement;

subject to the applicable limits.

4. Due Diligence

You agree to use due diligence to prevent and mitigate **Loss** insured under this Cyber Coverage. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:

a. Providing and maintaining appropriate physical security for your premises, **Computer Systems** and hard copy files;

b. Providing and maintaining appropriate computer and Internet security;

c. Maintaining and updating at appropriate intervals backups of computer data;

d. Protecting transactions, such as processing credit card, debit card and check payments; and

e. Appropriate disposal of files containing **Personally Identifying Information**, **Personally Sensitive Information** or **Third Party Corporate Data**, including shredding hard copy files and destroying physical media used to store electronic data.

5. Duties in the Event of a Claim, Regulatory Proceeding or Loss

a. If, during the **Policy Period**, incidents or events occur which you reasonably believe may give rise to a **Claim** or **Regulatory Proceeding** for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with a federal, state or local agency; or upon an oral **Claim**, allegation or threat, you shall give written notice to us as soon as practicable and either:

(1) Anytime during the **Policy Period**; or

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(2) Anytime during the extended reporting periods (if applicable).

b. If a **Claim** or **Regulatory Proceeding** is brought against you, you must:

(1) Immediately record the specifics of the **Claim** or **Regulatory Proceeding** and the date received;

(2) Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the **Claim** or **Regulatory Proceeding** is first received by you;

(3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **Claim** or **Regulatory Proceeding**;

(4) Authorize us to obtain records and other information;

(5) Cooperate with us in the investigation, settlement or defense of the **Claim** or **Regulatory Proceeding**;

(6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of **Loss** or **Defense Costs** to which this insurance may also apply; and

(7) Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such **Claim** or **Regulatory Proceeding**.

c. In the event of a **Personal Data Compromise**, **Computer Attack**, **Cyber Extortion Threat** or **Identity Theft**, insured under this Cyber Coverage, you and any involved **Identity Recovery Insured** must see that the following are done:

(1) Notify the police if a law may have been broken.

(2) Notify us as soon as practicable, but in no event more than 60 days after the **Personal Data Compromise**, **Computer Attack**, **Cyber Extortion Threat** or **Identity Theft**. Include a description of any property involved.

(3) As soon as possible, give us a description of how, when and where the **Personal Data Compromise**, **Computer Attack**, **Cyber Extortion Threat** or **Identity Theft** occurred.

(4) As often as may be reasonably required, permit us to:

(a) Inspect the property proving the **Personal Data Compromise**, **Computer Attack**, **Cyber Extortion Threat** or **Identity Theft**;

(b) Examine your books, records, electronic media and records and hardware;

(c) Take samples of damaged and undamaged property for inspection, testing and analysis; and

(d) Make copies from your books, records, electronic media and records and hardware.

(5) Send us signed, sworn proof of **Loss** containing the information we request to investigate the **Personal Data Compromise**, **Computer Attack**, **Cyber Extortion Threat** or **Identity Theft**. You must do this within 60 days after our request. We will supply you with the necessary forms.

(6) Cooperate with us in the investigation or settlement of the **Personal Data Compromise**, **Computer Attack**, **Cyber Extortion Threat** or **Identity Theft**.

(7) If you intend to continue your business, you must resume all or part of your operations as quickly as possible.

(8) Make no statement that will assume any obligation or admit any liability, for any **Loss** for which we may be liable, without our prior written consent.

(9) Promptly send us any legal papers or notices received concerning the **Loss**.

d. We may examine you under oath at such times as may be reasonably required, about any matter relating to this insurance or the **Claim**, **Regulatory Proceeding** or **Loss**, including your books and records. In the event of an examination, your answers must be signed.

e. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

6. Extended Reporting Periods

a. You will have the right to the Extended Reporting Periods described in this section, in the event of a

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termination of coverage.

b. If a **termination of coverage** has occurred, you will have the right to the following:

(1) At no additional premium, an Automatic Extended Reporting Period of 30 days immediately following the effective date of the **Termination of Coverage** during which you may first receive notice of a **Claim** or **Regulatory Proceeding** arising directly from a **Wrongful Act** occurring before the end of the **Policy Period** and which is otherwise insured by this Cyber Coverage; and

(2) Upon payment of the additional premium of 100% of the full annual premium associated with the relevant coverage, a Supplemental Extended Reporting Period of one year immediately following the effective date of the T**ermination of Coverage** during which you may first receive notice of a **Claim** or **Regulatory Proceeding** arising directly from a **Wrongful Act** occurring before the end of the **Policy Period** and which is otherwise insured by this Cyber Coverage.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 30 days after the effective date of **termination of coverage**. The additional premium for the Supplemental Extended Reporting Period will be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

7. Identity Recovery Help Line

For assistance, if Identity Recovery applies, the **Identity Recovery Insured** should call the

Identity Recovery Help Line at **1-844-855-1894**.

The **Identity Recovery Help Line** can provide the **Identity Recovery Insured** with:

a. Information and advice for how to respond to a possible **Identity Theft**; and

b. Instructions for how to submit a service request for Case Management Service and/or a Claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an **Identity Recovery Insured** prior to a determination that a covered **Identity Theft** has occurred. Our provision of such services is not an admission of liability under the Cyber Coverage. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered **Identity Theft** has not occurred.

As respects Expense Reimbursement Coverage, the **Identity Recovery Insured** must send to us, within 60 days after our request, receipts, bills or other records that support his or her **Claim** for **Identity Recovery Expenses**.

8. Legal Action Against Us

No one may bring a legal action against us under this insurance unless:

a. There has been full compliance with all of the terms of this insurance; and

b. The action is brought within two years after the date the **Loss** or **Identity Theft** is first discovered by you, or the date on which you first receive notice of a **Claim** or **Regulatory Proceeding.**

9. Legal Advice

We are not your legal advisor. Our determination of what is or is not insured under this Cyber Coverage does not represent advice or counsel from us about what you should or should not do.

10. Other Insurance

If there is other insurance that applies to the same **Loss**, this Cyber Coverage shall apply only as excess insurance after all other applicable insurance has been exhausted.

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11. Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to **Affected Individuals**. We assume no responsibility under Data Compromise Response Expenses for any services promised to **Affected Individuals** without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under the Service Providers condition below. You must provide the following at our pre-notification consultation with you:

a. The exact list of **Affected Individuals** to be notified, including contact information.

b. Information about the **Personal Data Compromise** that may appropriately be communicated with **Affected Individuals**.

c. The scope of services that you desire for the **Affected Individuals**. For example, coverage may be structured to provide fewer services in order to make those services available to more **Affected Individuals** without exceeding the available Data Compromise Response Expenses limit of insurance.

12. Service Providers

a. We will only pay under this Cyber Coverage for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Cyber Coverage. We will not unreasonably withhold such approval.

b. Prior to the Pre-Notification Consultation described in the Pre-Notification Consultation Condition above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to **Affected Individuals** and Services to **Affected Individuals**. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:

(1) Such alternate service provider must be approved by us;

(2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and

(3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

13. Services

The following conditions apply as respects any services provided to you or any **Affected Individual** or **Identity Recovery Insured** by us, our designees or any service firm paid for in whole or in part under this Cyber Coverage:

a. The effectiveness of such services depends on the cooperation and assistance of you, **Affected Individuals** and **Identity Recovery Insureds**.

b. All services may not be available or applicable to all individuals. For example, **Affected Individuals** and **Identity Recovery Insureds** who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.

c. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.

d. Except for the services of an **Identity Recovery Case Manager** under Identity Recovery, which we will provide directly, you will have a direct relationship with the professional service firms paid for in whole or in part under this Cyber Coverage. Those firms work for you.

14. Valuation

We will determine the value of money, **Securities**, cryptocurrency and tangible property as follows:

a. Our payment for loss of money or loss payable in money will be, at your option, in the money of the country in which the **Cyber Extortion Threat** or **Reward Payments** took place or in the United States

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of America dollar equivalent thereof determined at the rate of exchange published by the Wall Street Journal at the time of payment of such **Loss**.

b. Our payment for loss of **Securities** will be their value at the close of business on the day the **Securities** were transferred by you in response to the **Cyber Extortion Threat**. At our option, we may:

(1) Pay the value of such **Securities** to you or replace them in kind, in which event you must assign to us all of your rights, title and interest in those **Securities**; or

(2) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **Securities**; provided that we will be liable only for the cost of the Lost Securities Bond as would be charged for a bond having a penalty not exceeding the lesser of the value of the **Securities** at the close of business on the day the **Cyber Extortion Threat** was discovered.

c. Our payment of cryptocurrency will be its value at the close of business on the day the cryptocurrency was transferred by you in response to the covered **Cyber Extortion Threat**.

d. Our payment for the loss of tangible property will be the smallest of:

(1) The cost to replace the tangible property; or

(2) The amount you actually spend that is necessary to replace the tangible property.

We will not pay you on a replacement costs basis for any loss of tangible property until such property is actually replaced and unless the replacement is made as soon as reasonably possible after the loss. If the lost property is not replaced as soon as reasonably possible after the loss, we will pay you the actual cash value of the tangible property on the day the **Cyber Extortion Threat** was discovered.

F. DEFINITIONS

1. **Affected Individual** means any person whose **Personally Identifying Information** or **Personally Sensitive Information** is lost, stolen, accidentally released or accidentally published by a **Personal Data Compromise** covered under this Cyber Coverage. This definition is subject to the following provisions:

   a. **Affected Individual** does not include any business or organization. Only an individual person may be an **Affected Individual**.

   b. An **Affected Individual** may reside anywhere in the world.

2. **Authorized Representative** means a person or entity authorized by law or contract to act on behalf of an **Identity Recovery Insured**.
3. **Authorized Third Party User** means a party who is not an **Employee** or an **Executive** of yours who is authorized by contract or other agreement to access the **Computer System** for the receipt or delivery of services.
4. **Bodily Injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. **Business Income and Extra Expense Loss** means loss of Business Income and Extra Expense.

   a. As used in this definition, Business Income means the sum of:

   (1) Net income (net profit or loss before income taxes) that would have been earned or incurred; and

   (2) Continuing normal and necessary operating expenses incurred, including **Employee** and **Executive** payroll.

   b. As used in this definition, Extra Expense means the additional cost you incur to operate your business over and above the cost that you normally would have incurred to operate your business during the same period had no **Computer Attack** occurred.

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6. **Claim**
   a. **Claim** means:
      (1) A written demand for monetary damages or non-monetary relief, including injunctive relief;
      (2) A civil proceeding commenced by the filing of a complaint;
      (3) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent;
      (4) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you must submit or to which we agree you should submit to;

      arising from a **Wrongful Act** or a series of interrelated **Wrongful Acts** including any resulting appeal.
   b. **Claim** does not mean or include:
      (1) Any demand or action brought by or on behalf of someone who is:
         (a) Your director;
         (b) Your owner or part-owner; or
         (c) A holder of your **Securities**;

         in their capacity as such, whether directly, derivatively, or by class action. **Claim** will include proceedings brought by such individuals in their capacity as **Affected Individuals**, but only to the extent that the damages claimed are the same as would apply to any other **Affected Individual**; or
      (2) A **Regulatory Proceeding**.
   c. Includes a demand or proceeding arising from a **Wrongful Act** that is a **Personal Data Compromise** only when the **Personal Data Compromise** giving rise to the proceeding was covered under the Data Compromise Response Expenses section of this Cyber Coverage, and you submitted a **Claim** to us and provided notifications and services to **Affected Individuals** in consultation with us pursuant to Data Compromise Response Expenses in connection with such **Personal Data Compromise**.
7. **Computer Attack**
   a. **Computer Attack** means one of the following involving the **Computer System**:
      (1) An **Unauthorized Access Incident**;
      (2) A **Malware Attack**; or
      (3) A **Denial of Service Attack** against a **Computer System**.
   b. A **Computer Attack** ends at the earlier of:
      (1) The time that the active attacking behavior ceases, the time that you have regained control over the **Computer System** or the time that all unauthorized creation, destruction or movement of data associated with the **Computer Attack** has ceased, whichever happens latest; or
      (2) 30 days after your discovery of the **Computer Attack**.
8. **Computer System** means a computer or other electronic hardware that:
   a. Is owned or leased by you and operated under your control; or
   b. Is operated by a third party service provider used for the purpose of providing hosted computer application services to you or for processing, maintaining, hosting or storing your electronic data, pursuant to a written contract with you for such services. However, such computer or other electronic hardware operated by such third party shall only be considered to be a **Computer System** with respect to the specific services provided by such third party to you under such contract.
9. **Coverage Term** means the increment of time:
   a. Commencing on the earlier of the first inception date of this Cyber Coverage or the first inception date of any coverage substantially similar to that described in this Cyber Coverage and held immediately prior to this Cyber coverage; and

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b. Ending upon the **termination of coverage**.

10. Coverage Territory means:

a. With respect to Data Compromise Response Expenses, Computer Attack, Cyber Extortion and Identity Recovery, **Coverage Territory** means anywhere in the world.

b. With respect to Privacy Incident Liability, Network Security Liability and Electronic Media Liability, **Coverage Territory** means anywhere in the world, however **Claims** must be brought within the United States (including its territories and possessions) or Puerto Rico.

11. **Cyber Extortion Expenses** means:

a. The cost of a negotiator or investigator retained by you in connection with a **Cyber Extortion Threat**; and

b. Any amount paid by you in response to a **Cyber Extortion Threat** to the party that made the **Cyber Extortion Threat** for the purposes of eliminating the **Cyber Extortion Threat** when such expenses are necessary and reasonable and arise directly from a **Cyber Extortion Threat**. This includes any payment made in the form of money, **Securities**, cryptocurrency (including, but not limited to, Bitcoin, Ethereum and other forms of digital, virtual or electronic currency) or tangible goods. The payment of **Cyber Extortion Expenses** must be approved in advance by us. We will not unreasonably withhold our approval. However, we may pay for **Cyber Extortion Expenses** that were not approved in advance by us if we determine the following:

(1) It was not practical for you to obtain our prior approval; and

(2) If consulted at the time, we would have approved the payment.

At our sole discretion, we may choose to pay **Cyber Extortion Expenses** in excess of the limit shown in the Supplemental Declarations if doing so reduces the total amount of **Loss** payable under this Cyber Coverage.

12. Cyber Extortion Threat means**:**

a. **Cyber Extortion Threat** means a demand for money from you based on a credible threat, or series of related credible threats, to:

(1) Launch a **Denial of Service Attack** against the **Computer System** for the purpose of denying **Authorized Third Party Users** access to your services provided through the **Computer System** via the Internet;

(2) Gain access to a **Computer System** and use that access to steal, release or publish **Personally Identifying Information**, **Personally Sensitive Information** or **Third Party Corporate Data**;

(3) Alter, damage or destroy electronic data or software while such electronic data or software is stored within a **Computer System**;

(4) Launch a **Computer Attack** against a **Computer System** in order to alter, damage or destroy electronic data or software while such electronic data or software is stored within a **Computer System**; or

(5) Transfer, pay or deliver any funds or property using a **Computer System** without your authorization.

b. **Cyber Extortion Threat** does not mean or include any threat made in connection with a legitimate commercial dispute.

13. Data Re-creation Costs

a. **Data Re-creation Costs** means the costs of an outside professional firm hired by you to research, re-create and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.

b. **Data Re-creation Costs** does not mean or include costs to research, re-create or replace:

(1) Software programs or operating systems that are not commercially available; or

(2) Data that is obsolete, unnecessary or useless to you.

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14. Data Restoration Costs

a. **Data Restoration Costs** means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered **Data Restoration Costs**, such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted.

b. **Data Restoration Costs** does not mean or include costs to research, re-create or replace:

(1) Software programs or operating systems that are not commercially available; or

(2) Data that is obsolete, unnecessary or useless to you.

15. Defense Costs

a. **Defense Costs** means reasonable and necessary expenses consented to by us resulting solely from the investigation, defense and appeal of any **Claim** or **Regulatory Proceeding** against you. Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond.

b. **Defense Costs** does not mean or include the salaries or wages of your **Employees** or **Executives**, or your loss of earnings.

16. Denial of Service Attack means an intentional attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the target computer or network through the Internet.

17. Electronic Media Incident means an allegation that the display of information in electronic form by you on a website resulted in:

a. Infringement of another's copyright, title, slogan, trademark, trade name, trade dress, service mark or service name;

b. Defamation against a person or organization that is unintended; or

c. A violation of a person's right of privacy, including false light and public disclosure of private facts.

18. Employee means any natural person, other than an **Executive**, who was, now is or will be:

a. Employed on a full-time or part-time basis by you;

b. Furnished temporarily to you to substitute for a permanent **Employee** on leave or to meet seasonal or short-term workload conditions;

c. Leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business, but does not mean a temporary **Employee** as defined in paragraph **b.**;

d. Your volunteer worker, which includes unpaid interns; or

e. An **Independent Contractor**.

19. Executive means any natural person who was, now is or will be:

a. The owner of your sole proprietorship; or

b. A duly elected or appointed:

(1) Director;

(2) Officer;

(3) Managing Partner;

(4) General Partner;

(5) Member (if a limited liability company);

(6) Manager (if a limited liability company); or

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(7) Trustee;

of your business.

20. **Extended Income Loss** means your actual **Business Income** and **Extra Expense Loss** incurred during the **Extended Recovery Period**.

21. **Extended Recovery Period** means a fixed period of 180 days immediately following the end of the **Period of Restoration**.

22. **Future Loss Avoidance Costs**

    a. **Future Loss Avoidance Costs** means the amount you spend to make improvements to a **Computer System** owned or leased by you and operated under your control, provided:

    (1) Such **Future Loss Avoidance Costs** are incurred within 30 days after your discovery of the **Computer Attack**; and

    (2) We agree in writing that improvements to which **Future Loss Avoidance Costs** relate would reasonably reduce the likelihood of a future **Computer Attack** similar to the one for which you have received payment under Coverage **2. Computer Attack** paragraphs **b.(1)** through **b.(4)**. We will not unreasonably withhold such agreement; and

    (3) We receive your invoices for the **Future Loss Avoidance Costs** no later than 60 days after the date you received the payment for the loss under Coverage **2. Computer Attack** paragraphs **b.(1)** through **b.(4).**

    b. The most we will pay for all **Future Loss Avoidance Costs** with respect to any one **Computer Attack** is 10% of our Eligible Payment to you prior to any payment under this Future Loss Avoidance coverage. Any portion of the payment made for hardware replacement or hardware upgrades reduces the amount we will pay.

    c. The improvements described in paragraph **a.(2)** may include, but are not limited to, hardware and software upgrades. Improvements involving services subject to lease, license or subscription may have costs that are ongoing. In such case, the most we will pay are costs associated with the first 12 months of any such service, subject to the amount described in paragraph **b.** above.

    d. As used in this coverage, Eligible Payment means our total payment to you under Coverage **2. Computer Attack** paragraphs **b.(1)** through **b.(4)**, not including any deductible amount.

23. **Identity Recovery Case Manager** means one or more individuals assigned by us to assist an **Identity Recovery Insured** with communications we deem necessary for re-establishing the integrity of the personal identity of the **Identity Recovery Insured**. This includes, with the permission and cooperation of the **Identity Recovery Insured**, written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.

24. **Identity Recovery Expenses** means the following when they are reasonable and necessary expenses that are incurred as a direct result of an **Identity Theft** suffered by an **Identity Recovery Insured**:

    a. Re-Filing Costs

    Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an **Identity Theft**.

    b. Notarization, Telephone and Postage Costs

    Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the **Identity Recovery Insured's** efforts to report an **Identity Theft** or amend or rectify records as to the **Identity Recovery Insured's** true name or identity as a result of an **Identity Theft**.

    c. Credit Reports

    Costs for credit reports from established credit bureaus.

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d. Legal Costs

Fees and expenses for an attorney approved by us for the following:

(1) The defense of any civil suit brought against an **Identity Recovery Insured**.

(2) The removal of any civil judgment wrongfully entered against an **Identity Recovery Insured**.

(3) Legal assistance for an **Identity Recovery Insured** at an audit or hearing by a governmental agency.

(4) Legal assistance in challenging the accuracy of the **Identity Recovery Insured's** consumer credit report.

(5) The defense of any criminal charges brought against an **Identity Recovery Insured** arising from the actions of a third party using the personal identity of the **Identity Recovery Insured**.

e. Lost Wages

Actual lost wages of the **Identity Recovery Insured** for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self-employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.

f. Child and Elder Care Expenses

Actual costs for supervision of children or elderly or infirm relatives or dependents of the **Identity Recovery Insured** during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the **Identity Recovery Insured**.

g. Mental Health Counseling

Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the **Identity Recovery Insured**.

h. Miscellaneous Unnamed Costs

Any other reasonable costs necessarily incurred by an **Identity Recovery Insured** as a direct result of the **Identity Theft**.

(1) Such costs include:

(a) Costs by the **Identity Recovery Insured** to recover control over his or her personal identity.

(b) Deductibles or service fees from financial institutions.

(2) Such costs do not include:

(a) Costs to avoid, prevent or detect **Identity Theft** or other loss.

(b) Money lost or stolen.

(c) Costs that are restricted or excluded elsewhere in this Cyber Coverage or policy.

25. Identity Recovery Insured means the following:

a. When the entity insured under this Cyber Coverage is a sole proprietorship, the **Identity Recovery Insured** is the individual person who is the sole proprietor of the insured identity.

b. When the entity insured under this Cyber Coverage is a partnership, the **Identity Recovery Insureds** are the current partners.

c. When the entity insured under this Cyber Coverage is a corporation or other form of organization, other than those described in a. or b. above, the **Identity Recovery Insureds** are all individuals having an ownership position of 20% or more of the insured entity. However, if, and only if, there is no one who has such an ownership position, then the **Identity Recovery Insured** will be:

(1) The chief executive of the insured entity; or

(2) As respects a religious institution, the senior ministerial **Employee**.

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An **Identity Recovery Insured** must always be an individual person. If the entity insured under this Cyber Coverage is a legal entity, that legal entity is not an **Identity Recovery Insured**.

26. Identity Theft

a. **Identity Theft** means the fraudulent use of **Personally Identifying Information**. This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

b. **Identity Theft** does not mean or include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

27. Independent Contractor means a natural person that provides goods or services to you under terms specified in a written contract, but only while acting on behalf of, at the direction of, and under the supervision of you.

28. Loss

a. With respect to Data Compromise Response Expenses, **Loss** means those expenses enumerated in Data Compromise Response Expenses, paragraph **b**.

b. With respect to Computer Attack, **Loss** means those expenses enumerated in **Computer Attack**, paragraph **b**.

c. With respect to Cyber Extortion, **Loss** means **Cyber Extortion Expenses**.

d. With respect to Privacy Incident Liability, Network Security Liability and Electronic Media Liability, **Loss** means **Defense Costs** and **Settlement Costs**.

e. With respect to Identity Recovery, **Loss** means those expenses enumerated in **Identity Recovery**, paragraph **b**.

29. Malware Attack

a. **Malware Attack** means an attack that damages a **Computer System** or data contained therein arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers.

b. **Malware Attack** does not mean or include damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your **Computer System** during the manufacturing process or normal maintenance.

30. Network Security Incident means a negligent security failure or weakness with respect to a **Computer System** which allowed one or more of the following to happen:

a. The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code;

b. The unintended abetting of a **Denial of Service Attack** against one or more other systems; or

c. The unintended loss, release or disclosure of **Third Party Corporate Data**.

31. Period of Indemnification means the period of time that begins on the date you first provided notification to **Affected Individuals** pursuant to Coverage 1. Data Compromise Response Expenses and ends after 30 days.

32. Period of Restoration means the period of time that begins 8 hours after the time that a **Computer Attack** is discovered by you and continues until the earliest of:

a. The date that all data restoration, data re-creation and system restoration directly related to the **Computer Attack** has been completed;

b. The date on which such data restoration, data re-creation and system restoration could have been completed with the exercise of due diligence and dispatch;

c. If no data restoration, data re-creation or system restoration is required, the end of the **Computer Attack**; or

d. 180 days after the **Computer Attack** is discovered by you.

33. Personal Data Compromise means the loss, theft, accidental release or accidental publication of **Personally Identifying Information** or **Personally Sensitive Information** as respects one or more

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Affected Individuals. If the loss, theft, accidental release or accidental publication involves **Personally Identifying Information**, such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:

a. At the time of the loss, theft, accidental release or accidental publication, the **Personally Identifying Information** or **Personally Sensitive Information** need not be at the insured premises but must be in the direct care, custody or control of:

(1) You; or

(2) A professional entity with which you have a direct relationship and to which you (or an **Affected Individual** at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.

b. **Personal Data Compromise** includes disposal or abandonment of **Personally Identifying Information** or **Personally Sensitive Information** without appropriate safeguards such as shredding or destruction, provided that the failure to use appropriate safeguards was accidental and not reckless or deliberate.

c. **Personal Data Compromise** includes situations where there is a reasonable cause to suspect that such **Personally Identifying Information** or **Personally Sensitive Information** has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.

d. All incidents of **Personal Data Compromise** that are discovered at the same time or arise from the same cause will be considered one **Personal Data Compromise**.

34. Personally Identifying Information

a. **Personally Identifying Information** means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of a natural person. This includes, but is not limited to, Social Security numbers or account numbers.

b. **Personally Identifying Information** does not mean or include information that is otherwise available to the public, such as names and addresses.

35. Personally Sensitive Information

a. **Personally Sensitive Information** means private information specific to a natural person, the release of which requires notification of **Affected Individuals** under any applicable law.

b. **Personally Sensitive Information** does not mean or include **Personally Identifying Information**.

36. Policy Period means the period commencing on the effective date shown in the Cyber Suite Supplemental Declarations. The **Policy Period** ends on the expiration date or the cancellation date of this Cyber Coverage, whichever comes first.

37. Pollutants or Contaminants include, but are not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, bacterium, microorganism, virus or other pathogen, diseases, germs, soot, fumes, asbestos, acids, alkalis, chemicals, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

38. Privacy Incident

a. **Privacy Incident** means

(1) A **Personal Data Compromise**

(2) Your failure to comply with a Privacy Policy;

(3) Your unauthorized, unlawful (including, but not limited to, in violation of the European Union General Data Protection Regulation, the California Consumer Privacy Act or similar laws) or wrongful collection of **Personally Identifying Information**; or

(4) Your unlawful (including, but not limited to, in violation of the European Union General Data Protection Regulation, the California Consumer Privacy Act or similar laws) or wrongful failure to amend, correct or delete **Personally Identifying Information**.

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b. **Privacy Incident** does not mean or include unlawful or **Wrongful Acts** in violation of any law relating to biometric information privacy, including but not limited to the Biometric Information Privacy Act.

c. For the purpose of this definition, Privacy Policy means a publicly available written policy formally adopted by you which addresses the collection, handling and management of **Personally Identifying Information**.

39. Property Damage means:

a. Physical injury to or destruction of tangible property including all resulting loss of use; or

b. Loss of use of tangible property that is not physically injured.

40. Regulatory Proceeding means an investigation, demand or proceeding alleging a violation of law or regulation arising from a **Personal Data Compromise** brought by, or on behalf of, the Federal Trade Commission, Federal Communications Commission or other administrative or regulatory agency, or any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

41. Reputational Harm Costs

a. **Reputational Harm Costs** means the loss of Business Income during the **Period of Indemnification** arising directly from damage to your reputation caused by a **Personal Data Compromise**.

As used in this definition, Business Income means the sum of:

(1) Net income (net profit or loss before income taxes) that would have been earned or incurred; and

(2) Continuing normal and necessary operating expenses incurred, including **Employee** and **Executive** payroll.

b. **Reputational Harm Costs** does not mean or include Business Income you lose due to:

(1) Unfavorable or deteriorated business conditions;

(2) Decreased market share;

(3) Any other consequential damages or losses;

(4) Legal costs or expenses;

(5) Investment income;

(6) Bank interest;

(7) Seasonal fluctuations;

(8) Additional costs you incur to operate your business over and above the costs that you normally would have incurred to operate your business during the same period had no **Personal Data Compromise** occurred.

42. Reward Payments means**:**

An amount of money paid by you to any individual(s) for information leading to the arrest and conviction of any perpetrator(s) of a **Personal Data Compromise**, **Computer Attack** or **Cyber Extortion Threat** that:

a. We agree to in writing prior to the **Reward Payments** being offered or paid; and

b. Are offered and paid prior to the earlier of:

(1) Six months after the **Personal Data Compromise**, **Computer Attack** or **Cyber Extortion Threat**, or

(2) Expiration of the policy term.

Such individual may not be:

(1) You;

(2) Your **Employee**;

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(3) Anyone hired by you to investigate a **Personal Data Compromise**, **Computer Attack** or **Cyber Extortion Threat**, or

(4) A member of law enforcement.

43. Securities

a. Securities means**:**

(1) Written negotiable and non-negotiable instruments or contracts representing money or tangible property; or

(2) Uncertified securities.

b. Securities does not mean or include money.

44. Settlement Costs

a. Settlement Costs means the following, when they arise from a **Claim**:

(1) Damages, judgments or settlements; and

(2) Attorney's fees and other litigation costs added to that part of any judgment paid by us, when such fees and costs are awarded by law or court order; and

(3) Pre-judgment interest on that part of any judgment paid by us.

b. Settlement Costs does not mean or include:

(1) Civil or criminal fines or penalties imposed by law, except for civil fines and penalties expressly covered under Data Compromise Response Expenses;

(2) Punitive and exemplary damages;

(3) The multiple portion of any multiplied damages;

(4) Taxes; or

(5) Matters which may be deemed uninsurable under the applicable law.

c. With respect to fines and penalties, the law of the jurisdiction most favorable to the insurability of those fines, or penalties will control for the purpose of resolving any dispute between us and you regarding whether the fines, or penalties specified in this definition above are insurable under this Cyber Coverage, provided that such jurisdiction:

(1) Is where those fines, or penalties were awarded or imposed;

(2) Is where any **Wrongful Act** took place for which such fines, or penalties were awarded or imposed;

(3) Is where you are incorporated or you have your principal place of business; or

(4) Is where we are incorporated or have our principal place of business.

45. System Restoration Costs

a. System Restoration Costs means the costs of an outside professional firm hired by you to do any of the following in order to restore your **Computer System** to its pre-**Computer Attack** level of functionality:

(1) Replace or reinstall computer software programs;

(2) Remove any malicious code; and

(3) Configure or correct the configuration of your **Computer System**.

b. System Restoration Costs does not mean or include:

(1) Costs to increase the speed, capacity or utility of a **Computer System** beyond what existed immediately prior to the **Computer Attack**;

(2) Labor costs of your **Employees** or **Executives**;

(3) Any costs in excess of the actual cash value of your **Computer System**; or

(4) Costs to repair or replace hardware. However, at our sole discretion, we may choose to pay to repair or replace hardware if doing so reduces the amount of **Loss** payable under this Cyber

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Coverage.

46. **Termination of Coverage** means:
    a. You or we cancel this coverage;
    b. You or we refuse to renew this coverage; or
    c. We renew this coverage on an other than claims-made basis or with a retroactive date later than the date of the first inception of this coverage or any coverage substantially similar to that described in this Cyber Coverage.
47. **Third Party Corporate Data**
    a. **Third Party Corporate Data** means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Cyber Coverage which is not available to the general public and is provided to you subject to a mutually executed written confidentiality agreement or which you are legally required to maintain in confidence.
    b. **Third Party Corporate Data** does not mean or include **Personally Identifying Information** or **Personally Sensitive Information**.
48. **Unauthorized Access Incident** means the gaining of access to a **Computer System** by:
    a. An unauthorized person or persons; or
    b. An authorized person or persons for unauthorized purposes.
49. **Wrongful Act**
    a. With respect to Privacy Incident Liability, **Wrongful Act** means a **Privacy Incident**.
    b. With respect to Network Security Liability, **Wrongful Act** means a **Network Security Incident**.
    c. With respect to Electronic Media Liability, **Wrongful Act** means an **Electronic Media Incident**.

ALL OTHER PROVISIONS OF THIS POLICY APPLY.

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Berkley Regional Insurance Company

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, (the "Act"), is included in your policy. You are hereby notified that under the Act the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been 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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act is $0.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured StillWaters Residential Association, Inc		Policy Number BMP-1101755-00
Effective Date of This Endorsement 07/23/2025	Authorized Representative	

POLICYHOLDER NOTICE U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE

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.

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. This list can be located on the United States Treasury's web site: http://www.treasury.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, 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 or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured StillWaters Residential Association, Inc		Policy Number BMP-1101755-00
Effective Date of This Endorsement 07/23/2025	Authorized Representative	

ALABAMA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

General Terms and Conditions

In consideration of the premium paid, it is agreed that:

I. This Policy is amended by the addition of the following:

- **NON-RENEWAL**

  If the **Insurer** decides not to renew this **Policy**, the **Insurer** will mail or deliver written notice of non-renewal to the **Named Insured** at the address provided in the Declarations at least thirty (30) days before the expiration date of the **Policy Period.**

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured StillWaters Residential Association, Inc		Policy Number BMP-1101755-00
Effective Date of This Endorsement 07/23/2025	Authorized Representative	

Berkley Regional Insurance Company

ALABAMA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Cyber Coverage Part

In consideration of the premium paid, it is agreed that:

I. **Section E. ADDITIONAL CONDITIONS**, **8. Legal Action Against Us**, paragraph **b.** is deleted and replaced with the following:

b. The action is brought within the shortest time limit permitted by the laws of the State of Alabama after the date the **Loss** or **Identity theft** is first discovered by you, or the date on which you first receive notice of a **Claim** or **Regulatory Proceeding**.

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Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured StillWaters Residential Association, Inc		Policy Number BMP-1101755-00
Effective Date of This Endorsement 07/23/2025	Authorized Representative	