



CYBER LIABILITY AND PROTECTION PLUS CLAIMS MADE COVERAGE FORM

This POLICY is not valid unless a DECLARATIONS page is attached.

Throughout this POLICY the word INSURED means any person or organization qualifying under Section IV. Definition of Insured. The words WE, US and OUR refer to the insurer named on the DECLARATIONS.

Capitalized words and phrases have special meaning as defined in this POLICY.

This POLICY is issued in return for the payment of premium and is subject to the DECLARATIONS and to all of the terms, conditions, definitions and exclusions stated in this POLICY. Read the entire POLICY carefully to determine your rights and duties and what is and is not covered.

IMPORTANT NOTICE

Coverages A, C, D, E and K of this POLICY provide coverage on a claims made and reported basis and apply only to CLAIMS first made against the INSURED during this POLICY PERIOD or the OPTIONAL EXTENSION PERIOD (if applicable) and reported to US during this POLICY PERIOD or as otherwise provided in Section X. Optional Extension Period of this POLICY. Amounts incurred as CLAIMS EXPENSES under this POLICY shall reduce and may exhaust the Limit of Liability and are subject to DEDUCTIBLES.

Coverages B, F, G, H, I, J, L and M of this POLICY provide coverage on an event discovered and reported basis and apply only to events first discovered by the INSURED and reported to US during this POLICY PERIOD or as set forth in Section XI. Conditions, paragraph A.

MAKING A CLAIM UNDER THIS POLICY

Please refer to Section XI. Conditions, paragraph A. for information on providing US with notice of CLAIM, LOSS, or circumstance that might lead to a CLAIM or LOSS.

Section I. Insuring Agreements

In return for the payment of premium and subject to all the terms of this POLICY and to the exclusions stated in Section VI. Exclusions:

A. Coverage A. Information Security & Privacy Liability

1. WE will pay on behalf of the INSURED those DAMAGES and CLAIMS EXPENSES, in excess of the DEDUCTIBLE and up to the applicable Limit of Liability, which the INSURED shall become legally obligated to pay because of any CLAIM, including a CLAIM for violation of a PRIVACY LAW, first made against any INSURED during this POLICY PERIOD or OPTIONAL EXTENSION PERIOD (if applicable) and reported in writing to US during this POLICY PERIOD or OPTIONAL EXTENSION PERIOD (if applicable) or as otherwise provided in Section XI. Conditions, paragraph A. of this POLICY for:
 - a. Theft, loss, or UNAUTHORIZED DISCLOSURE of PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION or THIRD PARTY CORPORATE INFORMATION that is in the care, custody or control of the INSURED, or a third party for whose theft, loss or UNAUTHORIZED DISCLOSURE of PERSONALLY IDENTIFIABLE

INFORMATION or THIRD PARTY CORPORATE INFORMATION the INSURED is legally liable;

- b. One or more of the following acts that directly result from a failure of COMPUTER SECURITY to prevent a SECURITY BREACH:
 - i. The alteration, corruption, destruction, deletion, or damage to a DATA ASSET stored on COMPUTER SYSTEMS;
 - ii. The failure to prevent transmission of MALICIOUS CODE from COMPUTER SYSTEMS to THIRD PARTY COMPUTER SYSTEMS; or
 - iii. The participation by the INSURED'S COMPUTER SYSTEM in a DENIAL OF SERVICE ATTACK directed against a THIRD PARTY COMPUTER SYSTEM;
 - c. The INSURED'S failure to timely disclose an act described in paragraphs a. or b. above in violation of any BREACH NOTICE LAW;
 - d. Failure by the INSURED to comply with that part of a PRIVACY POLICY that specifically:
 - i. Prohibits or restricts the INSURED'S disclosure, sharing or selling of a person's PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION;
 - ii. Requires the INSURED to provide access to PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION or to correct incomplete or inaccurate PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION after a request is made by a person; or
 - iii. Mandates procedures and requirements to prevent the loss of PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION,

provided that the INSURED must, at the time of such act, error or omission have in force a PRIVACY POLICY that addresses those subsections above that are relevant to such CLAIM; or
 - e. Failure by the INSURED to administer an identity theft prevention program or an information disposal program required by governmental statute or regulation.
2. This coverage applies only if such theft, loss, or UNAUTHORIZED DISCLOSURE described in 1.a. above; such act or event described in 1.b. above; such act giving rise to the INSURED'S obligation under a BREACH NOTICE LAW described in 1.c. above; or such act, error or omission that constitutes a failure described in 1.d. or 1.e. above:
 - a. First takes place on or after the SUPPLEMENTARY PAYMENTS RETROACTIVE DATE and before the end of this POLICY PERIOD; and
 - b. Involves PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION of any patient to whom the INSURED has provided or is providing MEDICAL SERVICES on or after the SUPPLEMENTARY PAYMENTS RETROACTIVE DATE or any person who is legally responsible for payment for MEDICAL SERVICES rendered to the patient.

B. Coverage B. Privacy Breach Response Services

1. WE will provide PRIVACY BREACH RESPONSE SERVICES in excess of the DEDUCTIBLE and up to the applicable Limit of Liability, because of an incident (or reasonably suspected incident) described in Coverage A, paragraphs 1.a. or 1.b. that first takes place on or after the SUPPLEMENTARY PAYMENTS RETROACTIVE DATE and

before the end of the POLICY PERIOD, and is discovered by the INSURED and is reported to US during the POLICY PERIOD.

PRIVACY BREACH RESPONSE SERVICES means the following:

a. COMPUTER EXPERT SERVICES and LEGAL SERVICES.

i. COMPUTER EXPERT SERVICES means:

- a) Costs incurred by a computer security expert to determine the existence and cause of any SECURITY BREACH resulting in an actual or reasonably suspected theft, loss or UNAUTHORIZED DISCLOSURE of PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION and the extent to which such information was accessed by an unauthorized person or persons; and fees charged by an attorney to determine the applicability of and actions necessary to comply with BREACH NOTICE LAW due to an actual or reasonably suspected theft, loss or UNAUTHORIZED DISCLOSURE of PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION;
- b) A Payment Card Industry (PCI) Forensic Investigator that is approved by the PCI Security Standards Council and is retained by the INSURED in order to comply with the terms of a MERCHANT SERVICES AGREEMENT to investigate the existence and extent of an actual or suspected compromise of credit card data; and, in our discretion, where a computer security expert has not been retained, for a computer security expert to provide advice and oversight in connection with the investigation conducted by the PCI Forensic Investigator; and
- c) A computer security expert to demonstrate the insured's ability to prevent a future electronic data breach as required by a MERCHANT SERVICES AGREEMENT.

ii. LEGAL SERVICES means fees charged by an attorney:

- a) To determine the applicability of and actions necessary for the INSURED to comply with BREACH NOTICE LAWS due to an actual or reasonably suspected theft, loss or UNAUTHORIZED DISCLOSURE of PERSONALLY IDENTIFIABLE INFORMATION;
- b) To provide necessary legal advice to the INSURED in responding to actual or suspected theft, loss or UNAUTHORIZED DISCLOSURE of PERSONALLY IDENTIFIABLE INFORMATION;
- c) To advise the INSURED regarding the notification of relevant governmental entities of an actual or reasonably suspected theft, loss or UNAUTHORIZED DISCLOSURE of PERSONALLY IDENTIFIABLE INFORMATION; and
- d) To advise the INSURED in responding to credit card system operating regulation requirements for any actual or suspected compromise of credit card data that is required to be reported to the INSURED'S merchant bank under the terms of a MERCHANT SERVICES AGREEMENT; however, LEGAL SERVICES do not include fees incurred in any actual or threatened legal proceeding,

arbitration or mediation, or any advice in responding to credit card system operating regulation in connection with an assessment of PCI FINES, EXPENSES, AND COSTS.

- e) LEGAL SERVICES will be provided in accordance with the terms and conditions set forth in this POLICY and will be provided by an attorney from our panel selected by us in consultation with the INSURED.

Amounts covered by this paragraph a. shall not exceed the amount set forth in Section VIII. Limit of Liability and Coverage, paragraph A.3.b. in the aggregate for this POLICY PERIOD;

- b. NOTIFICATION SERVICES to NOTIFIED INDIVIDUALS. NOTIFICATION SERVICES means the following:
 - i. Provision of notification to individuals who are required to be notified by the applicable BREACH NOTICE LAW. Such notifications will only be provided for events requiring notification to more NOTIFIED INDIVIDUALS than the number set forth in Item 5.B.(2) of the DECLARATIONS. For events involving fewer NOTIFIED INDIVIDUALS, WE shall not be obligated to offer or provide any notifications;
 - ii. In connection with a credit file or identity monitoring program, the offering of a credit or identity monitoring program from our panel, chosen by US in consultation with the INSURED to NOTIFIED INDIVIDUALS residing in the United States whose PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION was compromised or reasonably believed to be compromised as a result of theft, loss or UNAUTHORIZED DISCLOSURE. Such services will only be provided for events requiring notification to more NOTIFIED INDIVIDUALS than the number set forth in Item 5.B.(2) of the DECLARATIONS. For events involving fewer NOTIFIED INDIVIDUALS, WE shall not be obligated to offer or provide any services;
 - iii. The offering of CALL CENTER SERVICES to NOTIFIED INDIVIDUALS; CALL CENTER SERVICES will only be available for incidents (or reasonable suspected incidents) involving more than the number of NOTIFIED INDIVIDUALS set forth in Item 5.B.(2) of the DECLARATIONS.
- c. Access to educational and loss control information provided by or on behalf of US at no charge to the INSURED.

In the event there is a change of law, regulation or enforcement that prevents US or OUR service providers from providing all or part of the PRIVACY BREACH RESPONSE SERVICES, WE will make reasonable efforts to substitute other services, but if this is not possible, WE shall not be obligated to provide such services.

- 2. PRIVACY BREACH RESPONSE SERVICES will only be provided in excess of the applicable DEDUCTIBLE, shall not exceed the PRIVACY BREACH RESPONSE AGGREGATE LIMIT OF COVERAGE for NOTIFICATION SERVICES and the sublimit of liability for Coverage B.1.a. and shall not include any internal salary or overhead expenses of the INSURED.
- 3. PRIVACY BREACH RESPONSE SERVICES will be provided by a service provider from our panel selected by us in consultation with the INSURED.

C. Coverage C. Privacy Regulatory Defense and Penalties

WE will pay on behalf of the INSURED those CLAIMS EXPENSES and PENALTIES in excess of the DEDUCTIBLE and up to the applicable Limit of Liability, which the INSURED shall become legally obligated to pay because of any CLAIM in the form of a REGULATORY PROCEEDING, first made against any INSURED during this POLICY PERIOD or OPTIONAL EXTENSION PERIOD (if applicable) and reported in writing to US during this POLICY PERIOD or OPTIONAL EXTENSION PERIOD (if applicable), or as otherwise provided in Section XI. Conditions, paragraph A. of this POLICY, resulting from a violation of a PRIVACY LAW and caused by an act described in Coverage A, paragraphs 1.a., 1.b. or 1.c. that first takes place on or after the SUPPLEMENTARY PAYMENTS RETROACTIVE DATE and before the end of the POLICY PERIOD.

D. Coverage D. Social Media Content Liability

WE will pay on behalf of the INSURED those DAMAGES and CLAIMS EXPENSES, in excess of the DEDUCTIBLE and up to the applicable Limit of Liability, which the INSURED shall become legally obligated to pay resulting from any CLAIM first made against any INSURED during the POLICY PERIOD or the OPTIONAL EXTENSION PERIOD (if applicable) and reported in writing to US during the POLICY PERIOD or OPTIONAL EXTENSION PERIOD (if applicable) or as otherwise provided in Section XI. Conditions, paragraph A. of this POLICY for one or more of the following acts first committed on or after the SUPPLEMENTARY PAYMENTS RETROACTIVE DATE and before the end of the POLICY PERIOD in the course of COVERED MEDIA ACTIVITIES:

1. Defamation, libel, slander, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. A violation of the rights of privacy of an individual, including false light and public disclosure of private facts;
3. Invasion of or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
4. Plagiarism, piracy, or misappropriation of ideas in breach of an implied contract;
5. Infringement of copyright;
6. Infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark or service name; or
7. Improper deep-linking or framing within electronic content.

E. Coverage E. Protection Plus

WE will pay on behalf of the INSURED those DAMAGES and CLAIMS EXPENSES, in excess of the DEDUCTIBLE and up to the applicable Limit of Liability, which the INSURED shall become legally obligated to pay because of any CLAIM first made against any INSURED during the POLICY PERIOD or OPTIONAL EXTENSION PERIOD (if applicable) and reported to US as provided in Section XI. Conditions, paragraph A.3. of this POLICY, arising out of any WRONGFUL ACT; provided that such WRONGFUL ACT took place on or after the SUPPLEMENTARY PAYMENTS RETROACTIVE DATE and before the end of the POLICY PERIOD.

F. Coverage F. Cyber Extortion

WE will indemnify the INSURED for CYBER EXTORTION LOSS, in excess of the DEDUCTIBLE and up to the applicable Limit of Liability, incurred by the INSURED as a direct result of an EXTORTION THREAT first made against the INSURED during the POLICY PERIOD and reported to US as set forth in Section XI. Conditions, paragraph A.5., by a person, other than the INSURED'S EMPLOYEES, principals, governors, members, management committee members, members of the management board, contractors, outsourcers, or any person in collusion with the foregoing.

Coverage under this Insuring Agreement is subject to the applicable conditions and reporting requirements, including those set forth in Section XI. Conditions, paragraph O. Obligations in the Event of an EXTORTION THREAT.

G. Coverage G. First Party Data Protection

WE will indemnify the INSURED for DATA PROTECTION LOSS, in excess of the DEDUCTIBLE and up to the applicable Limit of Liability, incurred by the INSURED as a direct result of:

1. Alteration, corruption, destruction, deletion or damage to a DATA ASSET; or
2. Inability to access a DATA ASSET,

that first takes place during the POLICY PERIOD and is directly caused by a failure of COMPUTER SECURITY to prevent a SECURITY BREACH. Such SECURITY BREACH must take place on or after the SUPPLEMENTARY PAYMENTS RETROACTIVE DATE and before the end of the POLICY PERIOD, and the DATA PROTECTION LOSS must be reported to US as set forth in Section XI. Conditions, paragraphs A.6. and P.

H. Coverage H. Crisis Management and Public Relations

WE will pay PUBLIC RELATIONS AND CRISIS MANAGEMENT EXPENSES incurred by the INSURED resulting from a PUBLIC RELATIONS EVENT, in excess of the DEDUCTIBLE and up to the applicable Limit of Liability.

I. Coverage I. First Party Network Business Interruption

WE will indemnify the INSURED for BUSINESS INTERRUPTION LOSS, in excess of the applicable DEDUCTIBLE and up to the applicable Limit of Liability, incurred by the INSURED during the PERIOD OF RESTORATION or the EXTENDED INTERRUPTION PERIOD (if applicable) as a direct result of the actual and necessary interruption or suspension of COMPUTER SYSTEMS caused directly by a failure of COMPUTER SECURITY to prevent a SECURITY BREACH; provided that such SECURITY BREACH first takes place on or after the SUPPLEMENTAL PAYMENTS RETROACTIVE DATE and before the end of the POLICY PERIOD and the BUSINESS INTERRUPTION LOSS must be reported to US as set forth in Section XI. Conditions, paragraphs A.8. and P.

J. Coverage J. Consequential Reputational Loss

WE will indemnify the NAMED INSURED for CONSEQUENTIAL REPUTATIONAL LOSS, in excess of the applicable DEDUCTIBLE and up to the applicable Limit of Liability, incurred by the INSURED during the NOTIFICATION PERIOD as a direct result of an incident:

1. Described in Coverage A.1.a. or A.1.b. that first takes place on or after the SUPPLEMENTAL PAYMENTS RETROACTIVE DATE and before the end of the POLICY PERIOD; and
2. For which notification services are provided pursuant to Coverage B.1.b.,

provided that the CONSEQUENTIAL REPUTATIONAL LOSS must be reported to US as set forth in Section XI. Conditions, paragraphs A.9. and P.

K. Coverage K. PCI Fines, Expenses and Costs

WE will indemnify the INSURED for PCI FINES, EXPENSES, AND COSTS, in excess of the applicable DEDUCTIBLE and up to the applicable Limit of Liability, which the INSURED shall become legally obligated to pay because of a CLAIM first made against any INSURED during the POLICY PERIOD or OPTIONAL EXTENSION PERIOD (if applicable) and reported in writing to US



during the POLICY PERIOD. WE have no duty to defend any CLAIM or to pay any CLAIMS EXPENSES associated with a CLAIM brought under this section.

L. Coverage L. Fraudulent Instructions

WE will indemnify the NAMED INSURED for FRAUDULENT INSTRUCTION LOSS, in excess of the applicable DEDUCTIBLE and up to the applicable Limit of Liability, resulting directly from an INSURED having transferred, paid or delivered MONEY or SECURITIES as a direct result of FRAUDULENT INSTRUCTION provided by a person purporting to be a VENDOR, CLIENT, or AUTHORIZED EMPLOYEE provided that such FRAUDULENT INSTRUCTION first takes place on or after the SUPPLEMENTAL PAYMENTS RETROACTIVE DATE and before the end of the POLICY PERIOD.

M Coverage M. Electronic Crime

WE will indemnify the INSURED for ELECTRONIC CRIME LOSS; in excess of the applicable DEDUCTIBLE and up to the applicable Limit of Liability for:

1. Loss of or damage to MONEY or SECURITIES resulting directly from COMPUTER FRAUD committed solely by a THIRD PARTY; or
2. Loss of MONEY or SECURITIES contained in a TRANSFER ACCOUNT at a FINANCIAL INSTITUTION resulting directly from FUNDS TRANSFER FRAUD committed solely by a THIRD PARTY,

provided that such loss must occur on or after the SUPPLEMENTAL PAYMENTS RETROACTIVE DATE and before the end of the POLICY PERIOD and is DISCOVERED by the INSURED and reported to us during the POLICY PERIOD.

Section II. Defense and Settlement of Claims

- A. WE shall have the right and duty to defend, subject to all the provisions, terms and conditions of this POLICY:

1. Any CLAIM against the INSURED seeking DAMAGES which are payable under the terms of this POLICY, even if any of the allegations of the CLAIM are groundless, false or fraudulent; or
2. Under Coverage C, any CLAIM in the form of a REGULATORY PROCEEDING.

This section does not apply to Coverage K.

Defense counsel shall be mutually agreed upon between the NAMED INSURED and US, but in the absence of such agreement OUR decision shall be final.

- B. With respect to any CLAIM against the INSURED seeking DAMAGES or PENALTIES which are payable under the terms of this POLICY, WE will pay CLAIMS EXPENSES incurred with OUR prior written consent. The Limit of Liability available to pay DAMAGES and PENALTIES shall be reduced and may be completely exhausted by payment of CLAIMS EXPENSES. DAMAGES, PENALTIES, and CLAIMS EXPENSES shall be applied against the Each Claim DEDUCTIBLE payable by the INSURED.
- C. If the INSURED shall refuse to consent to any settlement or compromise recommended by US and acceptable to the claimant and elects to contest the CLAIM, OUR liability for any DAMAGES, PENALTIES and CLAIMS EXPENSES shall not exceed:

1. The amount for which the CLAIM could have been settled, less the remaining DEDUCTIBLE, plus the CLAIMS EXPENSES incurred up to the time of such refusal; plus
2. Fifty percent (50%) of any CLAIMS EXPENSES incurred after the date such settlement or compromise was recommended to the INSURED plus fifty percent (50%) of any DAMAGES above the amount for which the CLAIM could have been settled. The remaining fifty percent (50%) of such CLAIMS EXPENSES and DAMAGES must be borne by the INSUREDS against whom the CLAIM was made at their own risk and uninsured;

or the applicable limit of liability, whichever is less, and WE shall have the right to withdraw from the further defense thereof by tendering control of said defense to the INSURED. The portion of any proposed settlement or compromise that requires the INSURED to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not DAMAGES (or PENALTIES for CLAIMS covered under Coverage C) shall not be considered in determining the amount for which a CLAIM could have been settled.

- D. WE agree that the INSURED may settle any CLAIM where the DAMAGES and CLAIMS EXPENSES do not exceed the DEDUCTIBLE, provided that the entire CLAIM is resolved and the INSURED obtains a full release on behalf of all the INSUREDS from all claimants.

Section III. Allocation

With respect to Coverage E only, if DAMAGES and/or CLAIMS EXPENSES covered by Coverage E and damages and/or claims expenses not covered by this POLICY are incurred, either because the CLAIM includes both covered and uncovered claims or because it includes both insured and uninsured parties, then WE and the INSUREDS agree to fairly and reasonably allocate such amount between covered DAMAGES and/or CLAIMS EXPENSES and uncovered damages and/or claims expenses.

In the event that a method of allocation cannot be agreed upon by US and the INSUREDS, then:

- A. In any arbitration, suit or other proceeding, no presumption shall exist concerning what is a fair and reasonable allocation;
- B. WE shall advance the amount of CLAIMS EXPENSES which WE deem fair and proper until a different amount is negotiated by the parties, determined pursuant to the arbitration process set forth in paragraph C. below, or determined judicially;
- C. WE, solely if requested by the INSUREDS, shall submit the dispute to binding arbitration. The rules of the American Arbitration Association shall apply solely with respect to the selection of the arbitration panel, which shall consist of one arbitrator selected by the INSUREDS, one arbitrator selected by US, and a third independent arbitrator selected by the first two arbitrators.

Any negotiated, arbitrated or judicially determined allocation of CLAIMS EXPENSES on account of a CLAIM shall be applied retroactively to all CLAIMS EXPENSES on account of such CLAIM, notwithstanding any prior advancement to the contrary. Any allocation or advancement of CLAIMS EXPENSES on account of a CLAIM shall not apply to or create any presumption with respect to the allocation of other DAMAGES on account of such CLAIM.

Section IV. Definition of Insured

Only the following persons or entities described below are insured under this POLICY:

- A. The FIRST NAMED INSURED and any NAMED INSUREDS as listed in the DECLARATIONS;
- B. A professional medical corporation owned solely by a NAMED INSURED listed on DEC 008D, if attached to the POLICY;

- C. Any HEALTHCARE FACILITY created or acquired by a NAMED INSURED listed on DEC 008B, if attached to the POLICY, after the effective date of this POLICY, but only if the NAMED INSURED'S ownership interest in such HEALTHCARE FACILITY is fifty-one percent (51%) or more.

Such HEALTHCARE FACILITY shall be an INSURED for not more than ninety (90) days after the creation or acquisition by the NAMED INSURED or until the end of the POLICY PERIOD, whichever is earlier, and only if during that time the FIRST NAMED INSURED:

1. Gives US written notice of such creation or acquisition;
 2. Provides US all information WE request;
 3. Obtains OUR written consent to extend coverage provided by this POLICY; and
 4. Pays any additional premium required by US (including such additional premium as may be required for the period commencing upon said creation or acquisition).
- D. If the NAMED INSURED is a partnership, professional medical corporation or professional association, any member(s), shareholder(s), or owner(s) of a NAMED INSURED, but only while such persons are acting within the capacity and scope of their duties as such for the NAMED INSURED;
- E. If the NAMED INSURED is a HEALTHCARE FACILITY, the NAMED INSURED'S stockholders, members of the board of directors, and board of governors or board of trustees, but only while such persons are acting within the capacity and scope of their duties as such for the NAMED INSURED.
- F. A NAMED INSURED'S EMPLOYEES, locum tenens, students and volunteers (except an intern, extern, resident, fellow, dental, osteopathic or medical doctor), but only while such persons are acting within the capacity and scope of their duties as such for the NAMED INSURED. Such persons are only INSUREDS under Coverages A, C, D, E, K, L, and M of this POLICY; and
- G. Any person who previously qualified as an INSURED under paragraphs D., E. and F. above, but only with respect to his or her duties as such on behalf of the NAMED INSURED.

Section V. Coverage Territory

This POLICY applies to CLAIMS made, WRONGFUL ACTS committed or LOSS occurring anywhere in the world, but only if such CLAIM is pursued in the United States of America, its territories or possessions or Canada.

Section VI. Exclusions

This POLICY does not apply to any CLAIM or LOSS:

- A. With respect to Coverages A, B, C, D, F, G, H, I, J, K, L and M only:
1. For, arising out of or resulting from BODILY INJURY or PROPERTY DAMAGE.
 2. For, arising out of or resulting from any employer-EMPLOYEE relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to EMPLOYEES, whether such CLAIM is brought by an EMPLOYEE, former EMPLOYEE, applicant for employment, or relative or domestic partner of such person.

This exclusion shall not apply to an otherwise covered CLAIM under Coverage A, paragraphs 1.a. or 1.b. by a current or former EMPLOYEE of the INSURED; or to the provision of PRIVACY BREACH RESPONSE SERVICES involving current or former EMPLOYEES of the INSURED.
 3. For, arising out of or resulting from any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement, either oral or written.

This exclusion will not apply:

- a. Only with respect to Coverage A, paragraph 1.a., to any obligation to maintain the confidentiality or security of PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION or of THIRD PARTY CORPORATE INFORMATION;
 - b. Only with respect to Coverage D, for misappropriation of ideas in breach of an implied contract;
 - c. To PCI FINES, EXPENSES & COSTS covered under Coverage K; or
 - d. To the extent the INSURED would have been liable in the absence of such contract or agreement.
4. For, arising out of or resulting from any actual or alleged antitrust violation, restraint of trade, unfair competition, or false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act or the Robinson-Patman Act, as amended;
 5. For, arising out of or resulting from any actual or alleged false, deceptive or unfair trade practices.

This exclusion does not apply to:

- a. Any CLAIM covered under Coverage A, paragraphs 1.a., 1.b., or 1.c. or Coverage C; or
- b. The provision of PRIVACY BREACH RESPONSE SERVICES covered under Coverage B;

that results from a theft, loss or UNAUTHORIZED DISCLOSURE of PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION, provided that no member of the CONTROL GROUP participated or is alleged to have participated or colluded in such theft, loss or UNAUTHORIZED DISCLOSURE.

6. For, arising out of or resulting from the actual or alleged unlawful collection or acquisition of PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION by, on behalf of or with the consent or cooperation of the INSURED; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (e.g. opt-in or opt-out) from the collection, disclosure or use of PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION.
7. Arising out of or resulting from any criminal, dishonest, fraudulent or malicious act, error or omission, any intentional SECURITY BREACH, intentional violation of a PRIVACY POLICY or intentional or knowing violation of the law, if committed by such INSURED, or by others if the INSURED colluded or participated in any such conduct or activity. However, this exclusion shall not apply to CLAIMS EXPENSES incurred in defending any such CLAIM alleging the foregoing until such time as there is a final adjudication, judgment, binding arbitration decision or conviction against the INSURED, or written admission by the INSURED, establishing such conduct, or a plea of nolo contendere or no contest, regarding such conduct, at which time the NAMED INSURED shall reimburse US for all CLAIMS EXPENSES incurred defending the CLAIM and WE shall have no further liability for CLAIMS EXPENSES.

Whenever coverage under this POLICY would be excluded, suspended or lost because of this exclusion relating to acts or violations by any INSURED, and with respect to which any other INSURED did not personally commit, personally participate in committing or personally acquiesce in or remain passive after having personal knowledge thereof, then WE agree that such coverage as would otherwise be afforded under this POLICY shall cover and be paid with respect to those INSURED who did not personally commit, personally participate in committing or personally acquiesce in or remain passive after

having personal knowledge of one or more act, error or omission described above. This exception to this exclusion is inapplicable to any CLAIM or circumstance that could reasonably be the basis of a CLAIM against the INSURED arising from an act, error or omission known to any present or former member of the CONTROL GROUP.

8. For, arising out of or resulting from any actual or alleged:
 - a. Infringement of patent or patent rights or misuse or abuse of patent;
 - b. Infringement of copyright arising from, or related to, software code or software products other than infringement resulting from a theft or UNAUTHORIZED ACCESS OR USE of software code by a person who is not a RELATED PARTY;
 - c. Use or misappropriation of any ideas, trade secrets or THIRD PARTY CORPORATE INFORMATION:
 - i. By, or on behalf of, the INSURED; or
 - ii. By any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the CONTROL GROUP;
 - d. The disclosure, misuse or misappropriation of any ideas, trade secrets or confidential information that came into the possession of any person prior to the date he or she became an EMPLOYEE or subsidiary of the insured; or
 - e. Under Coverage A, paragraph 1.b., theft or UNAUTHORIZED DISCLOSURE of a DATA ASSET.
9. For, in connection with or resulting from a CLAIM brought by, or on behalf of, the Federal Trade Commission, the Federal Communications Commission or any other state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; provided, this exclusion shall not apply to an otherwise covered CLAIM under Coverage C or to the providing of PRIVACY BREACH RESPONSE SERVICES under Coverage B to the extent such services are legally required to comply with a BREACH NOTICE LAW.
10. For, arising out of or resulting from any of the following:
 - a. Trading losses, trading liabilities or change in value of accounts;
 - b. Any loss, transfer or theft of MONIES, SECURITIES or tangible PROPERTY of others in the care, custody or control of the INSURED;
 - c. The monetary value of any transactions or electronic fund transfers by or on behalf of the INSURED which is lost, diminished or damaged during transfer from, into or between accounts; or
 - d. The value of coupons, price discounts, prizes, awards or any other valuable consideration given in excess of the total contracted or expected amount;

Provided that subsections a, b. and c of this exclusion shall not apply to FRAUDULENT INSTRUCTION LOSS.
11. For, arising out of or resulting from any act, error, omission, event, failure of COMPUTER SECURITY or SECURITY BREACH, committed or occurring prior to the effective date of this POLICY in respect of which any INSURED has given notice of a circumstance, which might lead to a CLAIM or LOSS, to the insurer of any other policy in force prior to the effective date of this POLICY or during this POLICY PERIOD.
12. For, arising out of or resulting from any of the following:

- a. Any actual or alleged violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, any similar law or legislation of any state, province or other jurisdiction, or any amendment to the above law or legislation, or any violation of any order, ruling or regulation issued pursuant to the above laws or legislation; or
- b. Any actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy.

This exclusion does not apply to any otherwise covered CLAIM under Coverage A, paragraphs 1.a., 1.b., or 1.c., or to providing PRIVACY BREACH RESPONSE SERVICES covered under Coverage B, that results from a theft, loss or UNAUTHORIZED DISCLOSURE of PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION, provided that no member of the CONTROL GROUP participated, or is alleged to have participated or colluded, in such theft, loss or UNAUTHORIZED DISCLOSURE.

- 13. For, arising out of or resulting from any actual or alleged acts, errors, or omissions related to any of the INSURED'S pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts, including any violation of any provision of the Employee Retirement Income Security Act of 1974 (ERISA) or any similar federal law or legislation, or similar law or legislation of any state, province or other jurisdiction, or any amendment to ERISA or any violation of any regulation, ruling or order issued pursuant to ERISA or such similar laws or legislation; however this exclusion does not apply to any otherwise covered CLAIM under Coverage A, paragraphs 1.a., 1.b., or 1.c., or to the providing of PRIVACY BREACH RESPONSE SERVICES under Coverage B, that results from a theft, loss or UNAUTHORIZED DISCLOSURE of PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION, provided that no member of the CONTROL GROUP participated, or is alleged to have participated or colluded, in such theft, loss or UNAUTHORIZED DISCLOSURE.
- B. With respect to Coverages A, B and C only, for, arising out of or resulting from the distribution, exhibition, performance, publication, display or broadcasting of content or material in:
 - a. Broadcasts, by or on behalf of, or with the permission or direction of any INSURED, including but not limited to, television, motion picture, cable, satellite television and radio broadcasts;
 - b. Publications, by or on behalf of, or with the permission or direction of any INSURED, including, but not limited to, newspaper, newsletter, magazine, book and other literary form, monograph, brochure, directory, screen play, film script, playwright and video publications, and including content displayed on an Internet site; or
 - c. Advertising by or on behalf of any INSURED.
- C. With respect to Coverage E only:
 - 1. Based upon or arising out of:
 - a. Any dishonest, fraudulent, criminal, intentional or malicious act by any INSURED;
 - b. Any willful violation of any law, statute, ordinance, rule or regulation by any INSURED; or
 - c. Any INSURED gaining any profit, remuneration or advantage to which such INSURED was not legally entitled.

This exclusion shall not apply to any CLAIM brought under any federal or state statute, regulation or rule based on negligent and reckless conduct. For the purposes of

determining the applicability of this exclusion, no WRONGFUL ACT of any INSURED shall be imputed to any other INSURED.

2. Arising out of any actual or alleged act, error, or omission in the rendering of or failure to render MEDICAL SERVICES by any INSURED, except with respect to:
 - a. Any allegations of billing for MEDICAL SERVICES which were not rendered or were not medically necessary; or
 - b. Any allegations of a negligent or reckless act, error or omission by an INSURED in violation of the Emergency Medical Treatment and Labor Act ("EMTALA") and any amendments thereto, or any rules or regulations promulgated thereunder.
3. For actual or alleged libel, slander, defamation, BODILY INJURY, false arrest, false imprisonment, assault, battery, mental anguish, emotional distress, invasion of privacy, or damage to or destruction of PROPERTY (including loss of use thereof).
4. Arising out of the actual or alleged publication or utterance of libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy.
5. Arising out of actual or alleged plagiarism, misappropriation of likeness, breach of confidence, or misappropriation or infringement of any intellectual property right, including patent, trademark, trade secret, trade dress and copyright.
6. Based upon an express or implied warranty or guarantee, or breach of contract in respect of any agreement to perform work for a fee.
7. Arising out of employment discrimination, termination or other wrongful employment acts in violation of any municipal, state or federal civil rights law, regulation or ordinance.
8. Arising out of any actual or alleged ownership, operation, use, maintenance, loading, or unloading of any motor vehicle, trailer, watercraft, aircraft or helipad.
9. Arising out of any actual or alleged BODILY INJURY, mental anguish or emotional distress to any EMPLOYEE of any INSURED arising out of and in the course of employment by the INSURED; or any obligation for which the INSURED in its capacity as an employer and/or its insurer may be held liable under any workers' compensation, unemployment compensation, disability benefits law, or any similar law.
10. Arising out of the Employment Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto.
11. Arising out of or relating to any liability under any contract or agreement, whether written or oral, unless such liability would have attached to the INSURED in the absence of such contract or agreement.
12. Arising out of any actual or alleged:
 - a. Insolvency, bankruptcy, conservatorship, rehabilitation, receivership, liquidation, or financial inability to pay of:
 - i. Any INSURED acting as an insurer or reinsurer; or
 - ii. Any other insurer, reinsurer, self-insurer, THIRD PARTY payor, managed care organization, health care plan, or other person or entity;
 - b. Failure to obtain, effect, or maintain any form, policy, plan or program of insurance, stop loss or provider excess coverage, reinsurance, self-insurance, suretyship, or bond;
 - c. Commingling or mishandling of funds; or

- d. Failure to collect or pay premiums, commissions, brokerage charges, fees or taxes.
- 13. For which any INSURED has given notice to any GOVERNMENT ENTITY, insurer of any other policy or self-insurance in force prior to the effective date of this POLICY, including notice of any circumstance which might lead to a CLAIM or LOSS.
- 14. For which any INSURED has given notice to a GOVERNMENT ENTITY during the POLICY PERIOD and has not provided notice to US in accordance with Section XI. Conditions, including notice of any circumstance which might lead to a CLAIM or LOSS.
- 15. Against any subsidiary designated in the DECLARATIONS or its past, present, or future EMPLOYEES, review board or committee members, or volunteers acting in their capacity as such, which are based upon, arise out of, directly or indirectly result from, are in consequence of, or in any way involve any fact, circumstance, situation, transaction, event, or WRONGFUL ACT or series of facts, circumstances, situations, transactions, events or WRONGFUL ACTS happening before the date such entity became a subsidiary.
- 16. Against any INSURED by any other INSURED. This provision shall not apply to any CLAIM brought by a qui tam plaintiff or brought under the False Claims Act (31 U.S.C. §3729 et seq.) or any similar state or local statute, ordinance or regulation.
- 17. Based upon or arising out of any INSURED gaining any profit, remuneration or advantage to which such INSURED was not legally entitled.
- 18. Arising from costs of complying with physical modifications to any premises or any changes to the INSURED'S usual business operations mandated by the Americans with Disabilities Act of 1990, including any amendments, or similar federal, state or local law.
- 19. Associated with implementation of any compliance program or any policies, procedures or practices relating to participation as a provider of MEDICAL SERVICES to a managed care organization or under a healthcare benefit program, whether initiated voluntarily or pursuant to direction by, order of, or in settlement with a government body, hospital, HEALTHCARE FACILITY or managed care organization.
- 20. Based upon or arising out of any actual or alleged unfair or deceptive trade practices or violation of any federal, state, or local anti-trust, restraint of trade, unfair competition, anti-kickback or price fixing law, or any rules or regulations promulgated thereunder.
- 21. Any circumstance which might lead to a CLAIM if:
 - a. Known to any INSURED prior to the inception date of this POLICY and not disclosed to US before inception; or
 - b. Arising out of any WRONGFUL ACT which first took place, or is alleged to have taken place, prior to the SUPPLEMENTARY PAYMENTS RETROACTIVE DATE.
- D. With respect to Coverage F only, arising out of or resulting from:
 - 1. Any threat to physically harm or kidnap any person; or
 - 2. Any threat to harm, take, or transfer PROPERTY other than any DATA ASSET, even if such threat is made in conjunction with a threat to a DATA ASSET.
- E. With respect to Coverages F, G and I only, arising out of or resulting from:
 - 1. Any criminal, dishonest, fraudulent, or malicious act, error or omission, any SECURITY BREACH, EXTORTION THREAT, or intentional or knowing violation of the law, if committed by any member of the CONTROL GROUP or any person in participation or collusion with any member of the CONTROL GROUP;

2. Any seizure, nationalization, confiscation, or destruction of COMPUTER SYSTEMS or DATA ASSETS by order of any governmental or public authority.
- F. With respect to Coverage G and I only, arising out of or resulting from:
1. Any failure or malfunction of electrical or telecommunications infrastructure or services, provided that this exclusion shall not apply to any otherwise covered CLAIM or LOSS arising out of failure of COMPUTER SECURITY to prevent a SECURITY BREACH that was solely caused by a failure or malfunction of telecommunications infrastructure or services under the INSURED'S direct operational control;
 2. Fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event; or
 3. Any satellite failure.
- G. With respect to Coverage L only, arising out of or resulting from, either directly or indirectly:
1. The actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
 2. Any transfer of MONEY, goods, information or other item involving any person or entity that had authorized access to the INSURED'S authentication mechanism;
 3. The processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
 4. Any FRAUDULENT INSTRUCTION that was not verified with the requestor using an OUT-OF-BAND AUTHENTICATION;
 5. The failure of any party to perform, in whole or in part, under any contract or agreement;
 6. The failure, malfunction, inadequacy or illegitimacy of any product or service;
 7. Accounting or arithmetical errors or omissions;
 8. Indirect or consequential loss or any kind including income not realized as the result of a covered LOSS;
 9. Any fees, costs or expenses incurred in defending or prosecuting any legal proceeding or CLAIM;
 10. Any transfer of MONEY or SECURITIES to a THIRD PARTY or VENDOR where the received funds are being returned before having cleared in the INSURED'S bank account.
- H. With respect to Coverage M only, for, arising out of or resulting directly or indirectly from:
1. Any costs or expenses incurred by a customer or CLIENT of the INSURED;
 2. Any actual or alleged fraudulent, dishonest or criminal act or omission by any EMPLOYEE, whether acting alone or in collusion with any other person or entity;
 3. Any indirect or consequential loss of any kind;
 4. Punitive, exemplary or multiplied DAMAGES of any kind or any fines, penalties or loss of any tax benefit;
 5. The giving or surrendering of any MONEY or SECURITIES in any exchange or purchase, whether fraudulent or not;
 6. Any fees, costs or expenses incurred or paid by the INSURED in defending or prosecuting any legal proceeding or CLAIM;
 7. Proving or establishing the existence of LOSS under this POLICY;

8. Any theft, disappearance, destruction of, or unauthorized access to, confidential information including, but not limited to, trade secrets, customer lists, and intellectual property;
 9. Any FRAUDULENT INSTRUCTION if the sender, or anyone acting in collusion with the sender, ever had access to the INSURED'S password, PIN or other security code;
 10. Any forged, altered or fraudulent negotiable instruments, SECURITIES, documents or instructions;
 11. Any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards;
 12. Any DAMAGES for which the INSURED is legally liable; or
 13. FRAUDULENT INSTRUCTION LOSS or ELECTRONIC CRIME LOSS sustained by any INSURED more than 60 days after any INSURED becomes aware of a COMPUTER FRAUD or FUNDS TRANSFER FRAUD or other fraudulent, dishonest or criminal act committed by a THIRD PARTY.
- I. For, arising out of or resulting from any related or continuing acts, errors, omissions, incidents or events, where the first such act, error, omission, incident or event was committed or occurred prior to the SUPPLEMENTARY PAYMENTS RETROACTIVE DATE.
- J. For, arising out of or resulting from:
1. The actual or alleged obligation to make licensing fee or royalty payments, including but not limited to the amount or timeliness of such payments;
 2. Any costs or expenses incurred or to be incurred by the INSURED or others for the reprinting, reposting, recall, removal or disposal of any MEDIA MATERIAL or any other information, content or media, including any media or products containing such MEDIA MATERIAL, information, content or media;
 3. Any CLAIM Brought by or on behalf of any intellectual property licensing bodies or organizations, including but not limited to the American Society of Composers, Authors and Publishers, the Society of European Stage Authors and Composers or Broadcast Music, Inc;
 4. The actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations or contract price estimates, the authenticity of any goods, products or services, or the failure of any goods or services to conform with any represented quality or performance;
 5. Any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or
 6. In connection with a CLAIM made by or on behalf of any independent contractor, joint venturer or venture partner of the INSURED arising out of or resulting from disputes over ownership of rights in MEDIA MATERIAL or services provided by such independent contractor, joint venturer or venture partner.
- K. If any INSURED prior to the inception date of this POLICY knew or could have reasonably foreseen that such act, error or omission, event, failure of COMPUTER SECURITY or SECURITY BREACH might be expected to be the basis of a CLAIM or LOSS, including any circumstance which might lead to a CLAIM or LOSS.
- L. For, arising out of or resulting from:

1. Any CLAIM made by any business enterprise in which any INSURED has greater than a fifteen percent (15%) ownership interest or made by any parent company or other entity which owns more than fifteen percent (15%) of any INSURED; or
 2. The INSURED'S activities as an EMPLOYEE of any employee trust, charitable organization, corporation, company or business other than that of a professional medical corporation under Section IV. Definition of Insured, paragraphs D. or E. of this POLICY.
- M. For, arising out of or resulting from the distribution of unsolicited email, direct mail, facsimiles, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping or recording is done by or on behalf of the INSURED.
- N. Arising out of or resulting from, directly or indirectly occasioned by, happening through or in consequence of: war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalization, requisition, destruction of or damage to PROPERTY by or under the order of any government or public or local authority.
- O. For, arising out of or resulting from any of the following:
1. Any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or legislation, or law or legislation of any state, province or other jurisdiction similar to the foregoing, whether such law is statutory, regulatory or common law; or
 2. Any actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, any state or provincial blue sky or securities law, any other federal securities law or legislation, or any other similar law or legislation of any state, province or other jurisdiction, or any amendment to the above laws, or any violation of any order, ruling or regulation issued pursuant to the above laws.
- This exclusion does not apply to any otherwise covered CLAIM under Coverage A, paragraphs 1.a., 1.b., or 1.c., or to providing PRIVACY BREACH RESPONSE SERVICES covered under Coverage B, that results from a theft, loss or UNAUTHORIZED DISCLOSURE of PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION, provided that no member of the CONTROL GROUP participated, or is alleged to have participated or colluded, in such theft, loss or UNAUTHORIZED DISCLOSURE.
- P. Either in whole or in part, directly or indirectly arising out of, resulting from, in consequence of or in any way involving:
1. Asbestos, or any materials containing asbestos, in whatever form or quantity;
 2. The actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, including investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; and any governmental or regulatory order, requirement, directive, mandate or decree, that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, including investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins.

WE will have no duty or obligation to defend any INSURED with respect to any CLAIM or governmental or regulatory order, requirement, directive, mandate or decree, which either

in whole or in part, directly or indirectly, arises out of or results from, is in consequence of or in any way involves, the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind.

3. The existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any PROPERTY; or
 4. The actual, alleged or threatened discharge, dispersal, release or escape of POLLUTANTS; or any governmental, judicial or regulatory directive or request that the INSURED or anyone acting under the direction or control of the INSURED test for, monitor, clean up, remove, contain, treat, detoxify or neutralize POLLUTANTS. POLLUTANTS means any solid, liquid, gaseous or thermal irritant or contaminant, including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.
- Q.
1. With respect to which an INSURED under this POLICY is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 2. Resulting from the HAZARDOUS PROPERTIES of NUCLEAR MATERIAL and with respect to which:
 - a. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - b. The INSURED is, or had this POLICY not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 3. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to BODILY INJURY, emotional distress and mental anguish from the hazardous properties of NUCLEAR MATERIAL and arising out of the operation of a NUCLEAR FACILITY by any person or organization.
 4. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the HAZARDOUS PROPERTIES of NUCLEAR MATERIAL, if:
 - a. The NUCLEAR MATERIAL is at any nuclear facility owned by, or operated by or on behalf of, an INSURED or has been discharged or dispersed therefrom;
 - b. The NUCLEAR MATERIAL is contained in SPENT FUEL or WASTE at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an INSURED; or
 - c. The injury, sickness, disease, death or destruction arises out of the furnishing by an INSURED of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

As used in this exclusion:

HAZARDOUS PROPERTIES include radioactive, toxic or explosive properties.

NUCLEAR MATERIAL means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof.

SPENT FUEL means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

WASTE means any waste material containing by-product material and resulting from the operation by any person or organization of any nuclear facility included within the definition of NUCLEAR FACILITY under paragraphs 1. or 2. below.

NUCLEAR FACILITY means:

1. Any NUCLEAR REACTOR;
2. Any equipment or device designed or used for separating the isotopes of uranium or plutonium, processing or utilizing spent fuel, or handling, processing or packaging waste;
3. Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the INSURED at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; and
4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

NUCLEAR REACTOR means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

In relation to liability arising outside the United States of America, its territories or possessions, Puerto Rico or the Canal Zone, this POLICY does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Section VII. Definitions

For the purposes of this POLICY:

- A. AGGREGATE LIMIT OF LIABILITY means the aggregate Limit of Liability for Coverages A, B.1.a., C, D, E, F, G, H, I, J, K, L, and M. The PRIVACY BREACH RESPONSE AGGREGATE LIMIT OF COVERAGE for NOTIFICATION SERVICES is separate from and in addition to the AGGREGATE LIMIT OF LIABILITY.
- B. AUTHORIZED EMPLOYEE means an EMPLOYEE who is authorized by the INSURED to transfer MONEY or SECURITIES or to instruct other EMPLOYEES to transfer MONEY or SECURITIES.
- C. BODILY INJURY means physical injury, sickness, disease or death to any person, including any mental anguish or emotional distress resulting therefrom.
- D. BREACH NOTICE LAW means any United States federal, state or territory statute or regulation that requires notice to persons whose PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION was accessed or reasonably may have been accessed by an unauthorized person. A BREACH NOTICE LAW also means a foreign statute or regulation that requires notice to persons

whose PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION was accessed, or reasonably may have been accessed, by an unauthorized person. The Credit and Identity Monitoring Program provided by Coverage B paragraph 1.c. shall not apply to persons notified pursuant to any such foreign statute or regulation.

E. BUSINESS INTERRUPTION LOSS means the total of:

1. INCOME LOSS and EXTRA EXPENSE during the PERIOD OF RESTORATION; and
2. EXTENDED INCOME LOSS if the INCOME LOSS during the PERIOD OF RESTORATION is in excess of the applicable DEDUCTIBLE;

provided that BUSINESS INTERRUPTION LOSS shall not mean and Coverage I shall not cover any of the following: expenses arising out of any liability to any THIRD PARTY for whatever reason; legal costs or legal expenses of any type; loss incurred as a result of unfavorable business conditions, loss of market or any other consequential loss; or costs or expenses the INSURED incurs to identify and remove software program errors or vulnerabilities.

All BUSINESS INTERRUPTION LOSS resulting from multiple covered interruptions or suspensions of COMPUTER SYSTEMS that arise out of the same or a continuing SECURITY BREACH, from related or repeated SECURITY BREACHES, or from multiple SECURITY BREACHES resulting from a failure of COMPUTER SECURITY shall be deemed to be a single BUSINESS INTERRUPTION LOSS; provided, however, that a separate WAITING PERIOD shall apply to each PERIOD OF RESTORATION.

F. CALL CENTER SERVICES means the provision of a call center to answer calls during standard business hours for a period of ninety (90) days following notification (or longer if required by applicable law or regulation) of an incident pursuant to Coverage B, paragraph 1.b. Such notification shall include a toll free telephone number that connects to the call center during standard business hours. Call center employees will answer questions about the incident from NOTIFIED INDIVIDUALS and will provide information required by HITECH media notice or by other applicable law or regulation. CALL CENTER SERVICES will only be available for incidents (or reasonably suspected incidents) involving more than the number of NOTIFIED INDIVIDUALS set forth in Item 5.B.(2) of the DECLARATIONS.

G. CLAIM means:

1. With respect to Coverages A, B, C, and D only:
 - a. A written demand received by any INSURED for MONEY or services, including the service of a suit or institution of regulatory or arbitration proceedings; and
 - b. A written request or agreement to toll or waive a statute of limitations relating to a potential CLAIM described in paragraph a. above.
2. With respect to Coverage C only, institution of a REGULATORY PROCEEDING against any INSURED.
3. With respect to Coverage E only, any DISCIPLINARY PROCEEDING or any written demand brought by or on behalf of any GOVERNMENT ENTITY or brought by a COMMERCIAL PAYOR against an INSURED seeking DAMAGES for a WRONGFUL ACT, commencing an audit or investigation of a WRONGFUL ACT, or seeking injunctive relief on account of a WRONGFUL ACT. However, CLAIM does not include:
 - a. Any customary or routine billing inquiry, including any cost report, request for documentation to support a submission for payment or reimbursement, or other audit/reconciliation conducted by or on behalf of a GOVERNMENT ENTITY or a COMMERCIAL PAYOR;

- b. Any criminal proceeding against an INSURED; or
- c. Any written demand or civil proceeding brought by or on behalf of a private citizen against an INSURED. This paragraph c. shall not apply to a qui tam action commenced by a private citizen as the relator for a GOVERNMENT ENTITY.
- 4. With respect to Coverage K only, a written demand made against an INSURED by a FINANCIAL INSTITUTION, credit/debit card company, credit/debit card processor or independent service operator for PCI FINES, EXPENSES, AND COSTS due to the INSURED'S alleged noncompliance with published PCI Data Security Standards.

Multiple CLAIMS arising from the same or a series of related or repeated acts, errors, omissions, events or WRONGFUL ACTS, or from any continuing acts, errors, omissions or events, or from multiple SECURITY BREACHES arising from a failure of COMPUTER SECURITY, shall be considered a single CLAIM for the purposes of this POLICY, irrespective of the number of claimants, proceedings or INSUREDS involved in the CLAIM. All such CLAIMS shall be deemed to have been first made at the time the first such CLAIM was first made.

H. CLAIMS EXPENSES mean:

- 1. Reasonable and necessary fees charged by an attorney designated pursuant to Section II. Defense and Settlement of Claims, paragraph A., or auditor designated and agreed by US in consultation with the INSURED;
- 2. All other legal costs and expenses resulting from the investigation, adjustment, defense and appeal of a CLAIM, suit, event or proceeding arising in connection therewith, or circumstance which might lead to a CLAIM, if incurred by US, or by the INSURED with OUR prior written consent;
- 3. The premium cost for appeal bonds for covered judgments or bonds to release PROPERTY used to secure a legal obligation, if required in any CLAIM against an INSURED. WE shall have no obligation to appeal or to obtain bonds.

CLAIMS EXPENSES do not include any salary, overhead or other charges by the INSURED for any time spent in cooperating in the defense and investigation of any CLAIM or circumstance that might lead to a CLAIM notified under this POLICY. In addition, with respect to Coverage E only, CLAIMS EXPENSES do not include any:

- 1. Fees, costs, or expenses incurred with respect to any criminal proceedings or actions against any INSURED; or
- 2. Any fees, costs or expenses associated with the adoption and implementation of any corporate integrity agreement, compliance program or similar provision regarding the operations of the INSURED'S business.

I. CLIENT means a customer of the INSURED to whom the INSURED provides goods or services under a written contract or for a fee.

J. COMMERCIAL PAYOR means any entity which arranges for payment or reimbursement of expenses on account of MEDICAL SERVICES, including the following types of entities:

- 1. Any entity, including an investor-owned insurance company, which indemnifies subscribers against expenses incurred for MEDICAL SERVICES;
- 2. Any self-funded plan or any type of health plan where the risk for the cost of MEDICAL SERVICES is assumed, in whole or in part, by an employer rather than by an insurance company or managed care organization; or
- 3. Any managed care organization, such as a health maintenance organization ("HMO"), preferred provider organization ("PPO"), point of service plan ("POS"), integrated delivery

network ("IDN"), or any other type of entity which has all or some of the following characteristics:

- a. Negotiated discount arrangements with selected providers;
- b. Explicit criteria for selection of providers;
- c. Financial or program incentives or penalties to enrollees who do not use selected providers; and
- d. Provider risk-sharing arrangements.

K. COMPUTER FRAUD means the theft of MONEY or SECURITIES by a THIRD PARTY, through the use of any COMPUTER SYSTEM.

L. COMPUTER SECURITY means software, computer or network hardware devices, the function or purpose of which is to prevent UNAUTHORIZED ACCESS OR USE, a DENIAL OF SERVICE ATTACK against COMPUTER SYSTEMS, infection of COMPUTER SYSTEMS by MALICIOUS CODE or transmission of MALICIOUS CODE from COMPUTER SYSTEMS. COMPUTER SECURITY includes antivirus and intrusion detection software, firewalls and electronic systems that provide access control to COMPUTER SYSTEMS through the use of passwords, biometric or similar identification of authorized users.

With respect to Coverages A, B and C only, COMPUTER SECURITY also means the NAMED INSURED'S written information security policies and procedures, the function or purpose of which is to prevent UNAUTHORIZED ACCESS OR USE, a DENIAL OF SERVICE ATTACK against COMPUTER SYSTEM, infection of COMPUTER SYSTEMS by MALICIOUS CODE or transmission of MALICIOUS CODE from COMPUTER SYSTEMS.

M. COMPUTER SYSTEMS means computers, any software residing on such computers, and associated input and output devices, data storage devices, networking equipment, and back up facilities:

1. Operated by and either owned by or leased to the INSURED;
2. With respect to Coverages A, B, C and D only, systems operated by a THIRD PARTY service provider and used for the purpose of providing hosted computer application services to the INSURED or for processing, maintaining, hosting or storing the INSURED'S electronic data, pursuant to written contract with the INSURED for such services; or
3. With respect to Coverage M only, computer or computer network including input, output, processing, storage and communication facilities and shall include off-line media libraries.

N. CONSEQUENTIAL REPUTATIONAL LOSS means the INCOME LOSS during the NOTIFICATION PERIOD; provided that CONSEQUENTIAL REPUTATIONAL LOSS shall not mean and no coverage shall be available under this POLICY for any of the following:

1. Loss arising out of any liability to any THIRD PARTY for whatever reason;
2. Legal costs or legal expenses of any type;
3. Loss incurred as a result of unfavorable business conditions, loss of market or any other consequential loss; or
4. Costs or expenses the INSURED incurs to identify, investigate, respond to or remediate an incident described in Coverage A, paragraphs 1.a. or 1.b.

O. CONTROL GROUP means:

1. If the INSURED is a partnership, professional medical corporation or professional association, the individuals holding the following positions:
 - a. President;
 - b. Directors;
 - c. A principal or a partner with greater than ten percent (10%) ownership of the INSURED;
 - d. Executive officers, including the Chief Executive Officer, Chief Operating Officer, Chief Information Officer, Chief Security Officer, Chief Privacy Officer, and Chief Financial Officer;
 - e. General Counsel and staff attorneys employed by any such professional corporation, association or partnership;
 - f. MANAGER;
 - g. Any individual in a substantially similar position as those referenced above, or with substantially similar responsibilities as those referenced above, irrespective of the exact title of such individual; and
 - h. Any individual who previously held any of the above referenced positions.
2. If the INSURED is a sole practitioner, the practitioner.

P. COVERED MEDIA ACTIVITIES means the display of MEDIA MATERIAL on any of the INSURED'S social media outlets including the INSURED'S website.

Q. CYBER EXTORTION LOSS means:

1. Any EXTORTION PAYMENT that has been made under duress by or on behalf of the NAMED INSURED with OUR prior written consent, but solely to prevent or terminate an EXTORTION THREAT and in an amount that does not exceed the covered DAMAGES and CLAIMS EXPENSES that would have been incurred had the EXTORTION PAYMENT not been paid;
2. An otherwise covered EXTORTION PAYMENT that is lost in transit by actual destruction, disappearance or wrongful abstraction while being conveyed by any person authorized by or on behalf of the NAMED INSURED to make such conveyance; and
3. Fees and expenses paid by or on behalf of the NAMED INSURED for security consultants retained with OUR prior written approval, but solely to prevent or terminate an EXTORTION THREAT.

R. DATA ASSET means any software or electronic data that exists in COMPUTER SYSTEMS and that is subject to regular back up procedures, including computer programs, applications, account information, customer information, private or personal information, marketing information, financial information and any other information maintained by the INSURED in its ordinary course of business.

S. DAMAGES means:

1. A monetary judgment, award or settlement. However, DAMAGES shall not include or mean:
 - a. Future profits, restitution, disgorgement of unjust enrichment or profits by an INSURED, or the costs of complying with orders granting injunctive or equitable relief;

- b. Return or offset of fees, charges or commissions for goods or services already provided or contracted to be provided;
 - c. Any damages which are a multiple of compensatory damages, fines, taxes or loss of tax benefits, sanctions or penalties;
 - d. Punitive or exemplary damages, unless insurable by law in any applicable venue that most favors coverage for such punitive or exemplary damages;
 - e. Discounts, coupons, prizes, awards or other incentives offered to the INSURED'S customers or CLIENTS;
 - f. Liquidated damages to the extent that such damages exceed the amount for which the INSURED would have been liable in the absence of such liquidated damages agreement; or
 - g. Any amounts for which the INSURED is not liable, or for which there is no legal recourse against the INSURED.
 - h. Fines, costs or other amounts an INSURED is responsible to pay under a MERCHANT SERVICES AGREEMENT.
- 2. With respect to Coverage E only, DAMAGES means any civil monetary amount, award, settlement, or civil fines and penalties imposed by a GOVERNMENT ENTITY, and any interest accrued or imposed upon such amount. However, DAMAGES shall not include:
 - a. The return, disgorgement or restitution of fees, profits, charges or benefit payments to any COMMERCIAL PAYOR or governmental health benefit payor or program, and any interest accrued or imposed thereon;
 - b. Any overpayments by any INSURED to a GOVERNMENT ENTITY or COMMERCIAL PAYOR where payment is required by return or refund;
 - c. Any fees, costs or expenses associated with the adoption and implementation of any security measures, corporate integrity agreement, compliance program or similar provision regarding the operations of the INSURED'S business;
 - d. Matters deemed uninsurable by law;
 - e. Punitive and exemplary damages, taxes, criminal fines or penalties; however, this provision does not apply to any multiplied portion of a civil fine or penalty; or
 - f. Any costs associated, whether directly or indirectly, with the INSURED'S temporary or permanent loss of provider number(s) or the INSURED'S exclusion from participation in any COMMERCIAL PAYOR program or governmental health program, including, but not limited to, Medicare and/or Medicaid.
- T. DATA PROTECTION LOSS means:
 - 1. With respect to any DATA ASSET that is altered, corrupted, destroyed, deleted or damaged, the actual, reasonable and necessary costs and expenses incurred by the INSURED to restore a DATA ASSET from back-ups or from originals or to gather, assemble and recollect such DATA ASSET from other sources to the level or condition in which it existed immediately prior to its alteration, corruption, destruction, deletion or damage; or
 - 2. With respect to any DATA ASSET that the INSURED is unable to access, the lesser of the actual, reasonable and necessary costs and expenses incurred by the INSURED to:
 - a. Regain access to such DATA ASSET; or

- b. Restore such DATA ASSET from back-ups or originals or gather, assemble and recollect such DATA ASSET from other sources, to the level or condition in which it existed immediately prior to the INSURED'S inability to access it.

If such DATA ASSET cannot reasonably be accessed, restored, gathered, assembled or recollected, then DATA PROTECTION LOSS means the actual, reasonable and necessary costs and expenses incurred by the INSURED to reach this determination.

DATA PROTECTION LOSS shall not exceed, and shall not mean, any amount in excess of the amount by which the net profit before income taxes of the INSURED would have decreased had the INSURED failed to restore, gather, assemble or recollect as set forth in paragraphs 1. and 2. above.

A DATA PROTECTION LOSS will be deemed to occur at the time such alteration, corruption, destruction, deletion or damage to or inability to access a DATA ASSET is first discovered by the INSURED. All DATA PROTECTION LOSS that arises out of the same or a continuing SECURITY BREACH, from related or repeated SECURITY BREACHES, or from multiple SECURITY BREACHES resulting from a failure of COMPUTER SECURITY shall be deemed to be a single DATA PROTECTION LOSS.

DATA PROTECTION LOSS shall not mean, and there shall be no coverage under Coverage G for:

1. Costs or expenses incurred by the INSURED to identify or remediate software program errors or vulnerabilities or update, replace, restore, gather, assemble, reproduce, recollect or enhance a DATA ASSET or COMPUTER SYSTEMS to a level beyond that which existed prior to the alteration, corruption, destruction, deletion or damage of such DATA ASSET;
2. Costs or expenses to research or develop any DATA ASSET, including but not limited to trade secrets or other proprietary information;
3. The monetary value of profits, royalties, or lost market share related to a DATA ASSET, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of the DATA ASSET;
4. Loss arising out of any liability to any THIRD PARTY for whatever reason; or
5. Legal costs or legal expenses of any type.

U. DECLARATIONS means:

1. DEC 008A Cyber Liability and Protection Plus Schedule of Limits – Facility;
2. DEC 008B Cyber Liability and Protection Plus Schedule of Insureds in conjunction with DEC 008A;
3. DEC 008C Cyber Liability and Protection Plus Schedule of Limits – Provider; and
4. DEC 008D Cyber Liability and Protection Plus Schedule of Insureds in conjunction with DEC 008C;

if attached to this POLICY.

- V. DEDUCTIBLE means the applicable deductible for each coverage as specified in the DECLARATIONS and Section IX. Deductible of this POLICY.
- W. DENIAL OF SERVICE ATTACK means an attack intended by the perpetrator to overwhelm the capacity of a computer system by sending an excessive volume of electronic data to such computer system in order to prevent authorized access to such computer system.
- X. DISCIPLINARY PROCEEDING means a civil regulatory proceeding by the state agency with jurisdiction to issue, revoke, suspend or restrict the INSURED'S license to perform MEDICAL

SERVICES including any action in a court of law for judicial review of any order or decision or such agency concerning the INSURED'S professional license. DISCIPLINARY PROCEEDING includes any investigation by such an agency and any complaint filed with or by such an agency.

- Y. DISCOVERED means, with respect to Coverage M only, the moment when the INSURED or any director, trustee, officer, administrator, manager, partner or insurance representative of the INSURED first becomes aware of facts which would cause a reasonable person to believe that an ELECTRONIC CRIME LOSS covered by this POLICY has been or will be incurred.
- Z. ELECTRONIC CRIME LOSS means loss covered under Coverage M.
- AA. EMPLOYEE means:
 - 1. A natural person:
 - a. While in the regular service of the INSURED in the ordinary course of its business;
 - b. Whom the INSURED has the right to direct and control while performing labor or service for the INSURED; and
 - c. Who is compensated directly by the INSURED through salary, wages or commissions;
 - 2. A natural person who is directed and controlled by the INSURED while performing labor or service for the INSURED pursuant to a lease or other written contract to which the INSURED is a party;
 - 3. A natural person volunteer who is directed and controlled by the INSURED while performing labor or service for the INSURED;
 - 4. A natural person who is a director, trustee, officer, administrator, MANAGER or partner of the INSURED, when performing acts coming within the scope of the usual duties of a director, trustee, officer, administrator, MANAGER or partner; or
 - 5. A natural person who is:
 - a. A trustee, officer, employee, administrator, fiduciary or manager of any Employee Welfare or Pension Benefit Plan, as defined in Employee Retirement Income Security Act of 1974 and any amendments thereto ("ERISA"), which is or becomes solely sponsored by the INSURED; or
 - b. Required to be bonded by Title 1 of ERISA.
- BB. EXTENDED INCOME LOSS means the INCOME LOSS during the EXTENDED INTERRUPTION PERIOD.
- CC. EXTENDED INTERRUPTION PERIOD means the period of time that:
 - 1. Begins on the date and time that the PERIOD OF RESTORATION ends; and
 - 2. Terminates on the date and time the INSURED restores, or would have restored if the INSURED had exercised due diligence and dispatch, the net profit before income taxes that would have been earned by the INSURED directly through its business operations had the actual and necessary interruption or suspension of COMPUTER SYSTEMS not occurred.

provided that in no event shall the EXTENDED INTERRUPTION PERIOD mean more than or exceed thirty (30) days.

DD. EXTORTION PAYMENT means cash, marketable goods or services demanded to prevent or terminate an EXTORTION THREAT. Any EXTORTION PAYMENT by or on behalf of the NAMED INSURED in digital currency, under this POLICY, shall be deemed to be equal to the United States Dollar value of the digital currency at the time the EXTORTION PAYMENT is made. An EXTORTION PAYMENT using digital currency shall be considered made at the time that such digital currency is first recorded in a public ledger of transactions for such digital currency (for example, the time at which digital currency is included in a block on the blockchain).

EE. EXTORTION THREAT means a threat to breach COMPUTER SECURITY in order to:

1. Alter, destroy, damage, delete or corrupt any DATA ASSET;
2. Prevent access to COMPUTER SYSTEMS or a DATA ASSET, including a DENIAL OF SERVICE ATTACK or encrypting a DATA ASSET and withholding the decryption key for such DATA ASSET;
3. Perpetuate a theft or misuse of a DATA ASSET on COMPUTER SYSTEMS through external access;
4. Introduce MALICIOUS CODE into COMPUTER SYSTEMS or to THIRD PARTY computers and systems from COMPUTER SYSTEMS; or
5. Interrupt or suspend COMPUTER SYSTEMS;

unless an EXTORTION PAYMENT is received from or on behalf of the INSURED.

Multiple related or continuing EXTORTION THREATS shall be considered a single EXTORTION THREAT for purposes of this POLICY and shall be deemed to have occurred at the time of the first such EXTORTION THREAT.

FF. EXTRA EXPENSE means reasonable and necessary expenses that are incurred by the INSURED during the PERIOD OF RESTORATION to minimize, reduce or avoid an INCOME LOSS, provided:

1. That such expenses are over and above those the INSURED would have incurred had no interruption or suspension of the COMPUTER SYSTEMS occurred; and
2. Do not exceed the amount by which the INCOME LOSS in excess of the DEDUCTIBLE and covered under this POLICY is thereby reduced.

GG. FIRST NAMED INSURED means the INSURED designated in Item 1. of the DECLARATIONS.

HH. FINANCIAL INSTITUTION means:

1. A bank, credit union, saving and loan association, trust company or other licensed financial service where the INSURED maintains a TRANSFER ACCOUNT; or
2. A securities broker-dealer, mutual fund, liquid assets fund or similar investment company where the INSURED maintains a TRANSFER ACCOUNT.

II. FRAUDULENT INSTRUCTION means a fraudulent written instruction, electronic instruction (including email or web-based instruction) or telephone instruction that is intended to mislead an INSURED through the misrepresentation of a material fact that is relied upon in good faith by such INSURED.

JJ. FRAUDULENT INSTRUCTION LOSS means loss covered under Coverage L.

KK. FUNDS TRANSFER FRAUD means fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a THIRD PARTY issued to a FINANCIAL INSTITUTION directing such institution to transfer, pay or deliver MONEY or SECURITIES from any account maintained by the INSURED at such institution, without the INSURED'S knowledge or consent.

LL. GOVERNMENT ENTITY means:

1. Any department, agency, task force or other organization created by any federal, state or local law, executive order, ordinance or rule;
2. Any department, agency, task force or other organization operated, funded or staffed, in whole or in part, by the federal or any state, county or local government; or
3. Any organization operating as a Medicare Integrity Program Contractor in accordance with 63 F.R. 1590 (March 20, 1998) and pursuant to section 1893 of the Social Security Act (42 U.S.C. § 1395ddd).

MM. HEALTHCARE FACILITY means a facility where MEDICAL SERVICES are provided regularly as the primary course of business.

NN. INCOME LOSS means:

1. With regard to Coverage I only, an amount equal to:
 - a. Net profit or loss before interest and tax that the INSURED would have earned or incurred; and
 - b. Continuing normal operating expenses incurred by the INSURED (including payroll), but only to the extent that such operating expenses must necessarily continue during the PERIOD OF RESTORATION or EXTENDED INTERRUPTION PERIOD, if applicable, and such expenses would have been incurred by the INSURED had such interruption not occurred;

In determining INCOME LOSS under Coverage I, due consideration shall be given to:

- a. The prior experience of the INSURED'S business operations before the beginning of the PERIOD OF RESTORATION;
 - b. The probable business operations the INSURED could have performed had no actual and necessary interruption occurred as result of a failure of COMPUTER SECURITY to prevent a SECURITY BREACH; and
 - c. The INSURED'S ability to reasonably reduce or limit the interruption of COMPUTER SYSTEMS or conduct its business operations by other means.
2. With regard to Coverage J only, the net profit resulting directly from the INSURED'S business operations, before income taxes, that the INSURED is prevented from earning as a direct result of damage to the INSURED'S reputation caused by an incident (or reasonably suspected incident) described in Coverage A, paragraphs 1.a. or 1.b.

In determining INCOME LOSS under Coverage J only, due consideration shall be given to the prior experience of the INSURED'S business operations before the beginning of the NOTIFICATION PERIOD and to the reasonable and probable business operations the INSURED could have performed had the incident described in Coverage A, paragraphs 1.a. or 1.b. not occurred. INCOME LOSS does not include any internal salary, costs or overhead expenses of the INSURED.

INCOME LOSS shall be reduced to the extent the INSURED is able, with reasonable dispatch and due diligence, to reduce or limit such interruption or suspension of COMPUTER SYSTEMS or conduct its business operations by other means.

- OO. LOSS means DAMAGES, CLAIMS EXPENSES, CYBER EXTORTION LOSS, DATA PROTECTION LOSS, PENALTIES, PUBLIC RELATIONS AND CRISIS MANAGEMENT EXPENSES, PRIVACY BREACH RESPONSE SERVICES, BUSINESS INTERRUPTION LOSS, CONSEQUENTIAL REPUTATIONAL LOSS, ELECTRONIC CRIME LOSS, FRAUDULENT INSTRUCTION LOSS and PCI FINES, EXPENSES, AND COSTS.
- PP. MALICIOUS CODE means any virus, Trojan horse, worm or any other similar software program, code or script intentionally designed to insert itself into computer memory, or onto a computer disk, and spread itself from one computer to another.
- QQ. MANAGER means a manager of a limited liability company.
- RR. MEDIA MATERIAL means any information in electronic form, including words, sounds, numbers, images or graphics and shall include advertising, video, streaming content, web-casting, online forum, bulletin board and chat room content, but does not mean computer software or the actual goods, products or services described, illustrated or displayed in such MEDIA MATERIAL.
- SS. MEDICAL SERVICES means health care, medical care, or treatment provided to any individual, including but not limited to, any of the following:
1. Medical, surgical, dental, psychiatric, mental health, chiropractic, osteopathic, nursing, or other professional health care;
 2. The furnishing or dispensing of medications, drugs, blood, blood products, or medical, surgical, dental, or psychiatric supplies, equipment, or appliances in connection with such care;
 3. The furnishing of food or beverages in connection with such care;
 4. The provision of counseling or other social services in connection with such care; and
 5. The handling of, or the performance of post-mortem examinations on, human bodies.
- TT. MERCHANT SERVICES AGREEMENT means any agreement between an INSURED and a FINANCIAL INSTITUTION, credit/debit card company, credit/debit card processor or independent service operator enabling an INSURED to accept credit card, debit card, prepaid card, or other payment cards for payments or donations.
- UU. MONEY means:
1. Currency, coins or bank notes in current use and having a face value; and
 2. Traveler's checks, register checks or money orders held for sale to the public.
- VV. NAMED INSURED means each HEALTHCARE FACILITY or provider listed as a NAMED INSURED in DEC 008B or DEC 008D, if attached to this POLICY.
- WW. NOTIFIED INDIVIDUAL means an individual person to whom notice is given or attempted to be given under Coverage B, paragraph 1.b.
- XX. NOTIFICATION PERIOD means the 30-day period that begins on the specific date on which NOTIFIED INDIVIDUALS first receive notification of the incident for which notification services are provided.
- YY. OUT-OF-BAND AUTHENTICATION means a method of challenge and response to the requestor of a transfer, payment or delivery of MONEY or SECURITIES by an INSURED, via a method other than the original means of request, to verify the authenticity or validity of the request.

ZZ. OPTIONAL EXTENSION PERIOD means the period of time after the end of this POLICY PERIOD for reporting CLAIMS as provided in Section X. Optional Extension Period of this POLICY.

AAA. PCI FINES, EXPENSES, AND COSTS means the:

1. Direct monetary fines, penalties, reimbursements, fraud recoveries or assessments owed by the INSURED under the terms of a MERCHANT SERVICES AGREEMENT, but only where such fines, penalties, reimbursements, fraud recoveries or assessments result both from the INSURED'S actual or alleged noncompliance with published PCI Data Security Standards and from a data breach caused by an incident (or reasonably suspected incident) described in Coverage A, paragraph 1.a. or 1.b.; provided, that the term PCI FINES, EXPENSES, AND COSTS shall not include or mean any charge backs, interchange fees, discount fees or prospective service fees.

BBB. PENALTIES means:

1. Any civil fine or MONEY penalty payable to a governmental entity that was imposed in a REGULATORY PROCEEDING by the Federal Trade Commission, Federal Communications Commission or any other federal, state, local or foreign governmental entity, in such entity's regulatory or official capacity. The insurability of PENALTIES shall be in accordance with the law in the applicable venue that most favors coverage for such PENALTIES; and
2. Amounts which the INSURED is legally obligated to deposit in a fund as equitable relief for the payment of consumer CLAIMS due to an adverse judgment or settlement of a REGULATORY PROCEEDING (including such amounts required to be paid into a "Consumer Redress Fund"). Such amounts shall not include payments to charitable organizations or disposition of such funds other than for payment of consumer claims for losses caused by an event covered by Coverage A, paragraphs 1.a., 1.b. or 1.c.;

but shall not mean costs to remediate or improve COMPUTER SYSTEMS, security or privacy practices, procedures or policies, audit, compliance or reporting costs, or costs to protect the confidentiality and/or security of PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION from theft, loss or disclosure.

CCC. PERIOD OF RESTORATION means the time period that:

1. Begins on the specific date and time that the actual and necessary interruption or suspension of COMPUTER SYSTEMS first occurred; and
2. Ends on the specific date and time that the actual and necessary interruption or suspension of COMPUTER SYSTEMS ends, or would have ended had the INSURED acted with due diligence and dispatch;

provided that in no event shall the PERIOD OF RESTORATION mean more than or exceed thirty (30) days; and provided further that restoration of COMPUTER SYSTEMS will not end the PERIOD OF RESTORATION if such systems are actually and necessarily interrupted or suspended again within one hour of such restoration due to the same cause as the original interruption or suspension.

DDD. PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION means:

1. Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;
2. Medical or health care information concerning the individual, including "protected health information," as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations issued pursuant to the Act;

3. Information concerning the individual that is defined as private personal information under statutes enacted to protect such information in foreign countries, for CLAIMS subject to the law of such jurisdiction;
4. Information concerning the individual that is defined as private personal information under a BREACH NOTICE LAW; or
5. The individual's driver's license or state identification number; social security number; unpublished telephone number; and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or pins;

if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION does not include publicly available information that is lawfully made available to the general public from government records.

- EEE. POLICY means the insurance contract issued by US to the NAMED INSURED including the DECLARATIONS.
- FFF. POLICY PERIOD means the period of time between the inception date shown in the DECLARATIONS and effective date of termination, expiration or cancellation of this POLICY and specifically excludes any OPTIONAL EXTENSION PERIOD or any prior policy period or renewal period.
- GGG. PRIVACY BREACH RESPONSE AGGREGATE LIMIT OF COVERAGE for NOTIFICATION SERVICES means the Limit of Coverage for the provision of NOTIFICATION SERVICES under Coverage B.1.b.
- HHH. PRIVACY LAW means a federal, state or foreign statute or regulation requiring the INSURED to protect the confidentiality and/or security of PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION.
- III. PRIVACY POLICY means the internal or publicly accessible written documents that set forth the INSURED'S policies, standards and procedures for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to, PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION.
- JJJ. PROPERTY means tangible property other than MONEY or SECURITIES that has intrinsic value.
- KKK. PROPERTY DAMAGE means physical injury to or destruction of any PROPERTY, including the loss of use thereof.
- LLL. PUBLIC RELATIONS EVENT means:
- a. The publication or imminent publication in a newspaper (or other general circulation print publication) or on radio, television or a publicly accessible website of a covered CLAIM under this POLICY; or
 - b. An incident described in Coverage A, paragraphs 1.a. or 1.b. involving five hundred (500) individuals or more which results in the provision of PRIVACY BREACH RESPONSE SERVICES, or which reasonably may result in a covered CLAIM under the POLICY and which the INSURED has notified to US as a circumstance under Section XI. Conditions, paragraph A.7. of this POLICY.
- MMM. PUBLIC RELATIONS AND CRISIS MANAGEMENT EXPENSES shall mean the following costs approved in advance by US in OUR reasonable discretion, and which are directly related to mitigating harm to the INSURED'S reputation or potential LOSS covered by the POLICY resulting from the covered CLAIM or breach event:
- a. Costs incurred by a public relations or crisis management consultant;

- b. Costs for media purchasing or for printing or mailing materials intended to inform the general public about the event;
- c. Costs to provide government mandated public notices related to breach events (including such notifications required under HIPAA/Health Information Technology for Economic and Clinical Health Act ("HITECH")); and
- d. Other costs approved in advance by US.

PUBLIC RELATIONS AND CRISIS MANAGEMENT EXPENSES must be incurred no later than twelve (12) months following the reporting of such CLAIM or breach event to US and within ninety (90) days following the first publication of such CLAIM or breach event.

NNN. REGULATORY PROCEEDING means a request for information, civil investigative demand or civil proceeding commenced by service of a complaint or similar filing brought by or on behalf of the Federal Trade Commission, Federal Communications Commission or any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity in connection with such proceeding.

OOO. RELATED PARTY means an INSURED that is a partnership, professional medical corporation or professional association, and any past, present or future EMPLOYEES or natural person independent contractors of such partnership, professional medical corporation or professional association.

PPP. SECURITIES mean negotiable and non-negotiable instruments or contracts representing either MONEY or PROPERTY, but does not include MONEY.

- 1. With respect to Coverage L only, SECURITIES also includes tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use and evidences of debt issued in connection with credit or charge cards, which cards are not issued by the INSURED.

QQQ. SECURITY BREACH means:

- 1. UNAUTHORIZED ACCESS OR USE of COMPUTER SYSTEMS, including UNAUTHORIZED ACCESS OR USE resulting from the theft of a password from a COMPUTER SYSTEM or from any INSURED;
- 2. A DENIAL OF SERVICE ATTACK against COMPUTER SYSTEMS or THIRD PARTY COMPUTER SYSTEMS; or
- 3. Infection of COMPUTER SYSTEMS by MALICIOUS CODE or transmission of MALICIOUS CODE from COMPUTER SYSTEMS;

whether any of the foregoing is a specifically targeted attack or a generally distributed attack.

A series of continuing SECURITY BREACHES, related or repeated SECURITY BREACHES, or multiple SECURITY BREACHES resulting from a continuing failure of COMPUTER SECURITY shall be considered a single SECURITY BREACH and be deemed to have occurred at the time of the first such SECURITY BREACH.

RRR. SUPPLEMENTARY PAYMENTS RETROACTIVE DATE means the date specified in Item 3. of the DECLARATIONS.

SSS. THIRD PARTY means any person or entity other than a RELATED PARTY or EMPLOYEE.

TTT. THIRD PARTY COMPUTER SYSTEMS means any COMPUTER SYSTEMS that:

- 1. Are not owned, operated or controlled by an INSURED; and

2. Do not include COMPUTER SYSTEMS of a THIRD PARTY on which an INSURED performs services.
- UUU. THIRD PARTY CORPORATE INFORMATION 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 POLICY which is not available to the general public and is provided to the INSURED subject to a mutually executed written confidentiality agreement or which the NAMED INSURED is legally required to maintain in confidence. THIRD PARTY CORPORATE INFORMATION does not include PERSONALLY IDENTIFIABLE NON-PUBLIC INFORMATION.
- VVV. TRANSFER ACCOUNT means an account maintained by the INSURED at a FINANCIAL INSTITUTION from which the INSURED can initiate the transfer, payment or delivery of MONEY or SECURITIES.
- WWW. UNAUTHORIZED ACCESS OR USE means the gaining of access to or use of COMPUTER SYSTEMS by an unauthorized person or persons or the use of COMPUTER SYSTEMS in an unauthorized manner.
- XXX. UNAUTHORIZED DISCLOSURE means the disclosure of, or access to, information in a manner that is not authorized by the NAMED INSURED and is without knowledge of, consent or acquiescence of any member of the CONTROL GROUP.
- YYY. VENDOR means any entity or natural person that provides goods or services to the INSURED pursuant to a written agreement.
- ZZZ. WAITING PERIOD means the period of time beginning when the PERIOD OF RESTORATION begins and expiring after the elapse of the number of hours set forth in Item 5.G. of the DECLARATIONS. The WAITING PERIOD calculation considers both business hours and non-business hours. A WAITING PERIOD shall apply to each PERIOD OF RESTORATION.
- AAAA. WRONGFUL ACT means:
 1. Presenting, or causing or allowing to be presented, by an INSURED any actual or alleged erroneous submission to a government health benefit payor or program or to a COMMERCIAL PAYOR from which an INSURED seeks payment or reimbursement for MEDICAL SERVICES provided or prescribed by a practitioner who is an INSURED;
 2. Any negligent or reckless act, error or omission by an INSURED in violation of any federal, state or local self-referral laws, or any rules or regulations promulgated thereunder;
 3. Any negligent or reckless act, error or omission by an INSURED in violation of the Health Insurance Portability and Accountability Act ("HIPAA") and any amendments thereto, or any rules or regulations promulgated thereunder; or
 4. Any negligent or reckless act, error or omission by an INSURED in violation of the Emergency Medical Treatment and Labor Act ("EMTALA") and any amendments thereto, or any rules or regulations promulgated thereunder.

Section VIII. Limit of Liability and Coverage

For the purposes of this POLICY, regardless of the number of INSUREDS, CLAIMS, events, EXTORTION THREATS, SECURITY BREACHES, PUBLIC RELATIONS EVENTS, UNAUTHORIZED DISCLOSURES, FRAUDULENT INSTRUCTIONS, COMPUTER FRAUDS, FUNDS TRANSFERS FRAUDS, proceedings, persons or entities injured or asserting CLAIMS:

- A. 1. The AGGREGATE LIMIT OF LIABILITY stated in Item 4.N. of the DECLARATIONS is OUR combined total Limit of Liability for all costs, PENALTIES, DAMAGES, CLAIMS

EXPENSES, CYBER EXTORTION LOSS, DATA PROTECTION LOSS, PUBLIC RELATIONS AND CRISIS MANAGEMENT EXPENSES, BUSINESS INTERRUPTION LOSS, CONSEQUENTIAL REPUTATIONAL LOSS, ELECTRONIC CRIME LOSS, FRAUDULENT INSTRUCTION LOSS, PCI FINES, EXPENSES AND COSTS, COMPUTER EXPERT SERVICES and LEGAL SERVICES AND COSTS payable under Coverage A, B, paragraph 1.a., C, D, E, F, G, H, I, J, K, L and M.

2. The Limit of Liability set forth in Item 4.A. of the DECLARATIONS is the aggregate sublimit of liability for all sums payable under Coverage A and is part of and not in addition to the AGGREGATE LIMIT OF LIABILITY.
3.
 - a. The PRIVACY BREACH RESPONSE AGGREGATE LIMIT OF COVERAGE for NOTIFICATION SERVICES stated in Item 4.B.(1) of the DECLARATIONS is the maximum total number of NOTIFIED INDIVIDUALS to whom notification will be provided or attempted for all events or series of related events giving rise to an obligation to provide PRIVACY BREACH RESPONSE SERVICES covered under Coverage B regardless of the number of INSUREDS involved in the event or series of related events giving rise to an obligation to provide PRIVACY BREACH RESPONSE SERVICES. The PRIVACY BREACH RESPONSE AGGREGATE LIMIT OF COVERAGE for NOTIFICATION SERVICES is separate from and in addition to the AGGREGATE LIMIT OF LIABILITY.
 - b. The sublimit of coverage stated in Item 4.B.(2) of the DECLARATIONS is the aggregate sublimit of coverage for all PRIVACY BREACH RESPONSE SERVICES incurred and services provided under Coverage B, paragraph 1.a., and is part of and not in addition to the AGGREGATE LIMIT OF LIABILITY.
 - c. WE shall not be obligated to provide NOTIFICATION SERVICES after the number of NOTIFIED INDIVIDUALS under Coverage B, paragraph 1.b. reaches the maximum number of NOTIFIED INDIVIDUALS set forth above and in Item 4.B.(1) of the DECLARATIONS. If the total number of individuals to be notified under this POLICY exceeds the maximum number of NOTIFIED INDIVIDUALS, the INSURED shall be responsible for providing and paying for notification and credit monitoring services to such additional individuals..
 - d. PRIVACY BREACH RESPONSE SERVICES under Coverage B will be provided by services providers from the program's list of approved services providers. In the event a services provider is unable or does not provide these services, WE will procure similar services from other sources, provided in such event the maximum WE will pay for the costs of procuring and providing all PRIVACY BREACH RESPONSE SERVICES under Coverage B, including attorney's fees, expert costs, notification costs and services for the Credit and Identity Monitoring Program shall be no more than the US Dollar equivalent or Notified Individuals limit within DECLARATIONS Item 4.B.(1) or 4.B.(2) Limit of Liability.
4. The Limit of Liability set forth in Item 4.C. of the DECLARATIONS is the aggregate sublimit of liability for all sums payable under Coverage C and is part of and not in addition to the AGGREGATE LIMIT OF LIABILITY.
5. The Limit of Liability set forth in Item 4.D. of the DECLARATIONS is the aggregate sublimit of liability for all sums payable under Coverage D and is part of and not in addition to the AGGREGATE LIMIT OF LIABILITY.
6.
 - a. The Protection Plus Aggregate Limit of Liability stated in Item 4.E.(1) of the DECLARATIONS is OUR combined total Limit of Liability for all sums payable

under Coverage E. This limit is part of, and not in addition to, the AGGREGATE LIMIT OF LIABILITY.

- b. The sublimit of coverage stated in Item 4.E.(2) of the DECLARATIONS is the aggregate sublimit of coverage for all sums payable for DISCIPLINARY PROCEEDINGS under Coverage E.
7. The Limit of Liability set forth in Item 4.F. of the DECLARATIONS is the aggregate sublimit of liability for all sums payable under Coverage F and is part of and not in addition to the AGGREGATE LIMIT OF LIABILITY.
8. The Limit of Liability set forth in Item 4.G. of the DECLARATIONS is the aggregate sublimit of liability for all sums payable under Coverage G and is part of and not in addition to the AGGREGATE LIMIT OF LIABILITY.
9. The Limit of Liability set forth in Item 4.H. of the DECLARATIONS is the aggregate sublimit of liability for all sums payable under Coverage H and is part of and not in addition to the AGGREGATE LIMIT OF LIABILITY.
10. The Limit of Liability set forth in Item 4.I. of the DECLARATIONS is the aggregate sublimit of liability for all sums payable under Coverage I and is part of and not in addition to the AGGREGATE LIMIT OF LIABILITY.
11. The Limit of Liability set forth in Item 4.J. of the DECLARATIONS is the aggregate sublimit of liability for all sums payable under Coverage J and is part of and not in addition to the AGGREGATE LIMIT OF LIABILITY.
12. The Limit of Liability set forth in Item 4.K. of the DECLARATIONS is the aggregate sublimit of liability for all sums payable under Coverage K and is part of and not in addition to the AGGREGATE LIMIT OF LIABILITY.
13. The Limit of Liability set forth in Item 4.L. of the DECLARATIONS is the aggregate sublimit of liability for all sums payable under Coverage L and is part of and not in addition to the AGGREGATE LIMIT OF LIABILITY. All FRAUDULENT INSTRUCTION LOSS arising out of or resulting from the same FRAUDULENT INSTRUCTION, multiple or series of FRAUDULENT INSTRUCTIONS purporting to be from the same VENDOR, CLIENT or AUTHORIZED EMPLOYEE or related VENDORS, CLIENTS or AUTHORIZED EMPLOYEES, or multiple or a series of FRAUDULENT INSTRUCTIONS from the same THIRD PARTY or related THIRD PARTIES shall be deemed to be a single FRAUDULENT INSTRUCTION LOSS under this POLICY subject to the each incident DEDUCTIBLE stated in Section IX. Deductible, paragraph L. of this POLICY.
14. The Limit of Liability set forth in Item 4.M. of the DECLARATIONS is the aggregate sublimit of liability for all sums payable under Coverage M and is part of and not in addition to the AGGREGATE LIMIT OF LIABILITY. All ELECTRONIC CRIME LOSS resulting from a single act or any number of acts in which the same THIRD PARTY is concerned or implicated, whether such act or acts occurred before or during the POLICY PERIOD, will be treated as a single ELECTRONIC CRIME LOSS hereunder subject to the each incident DEDUCTIBLE stated in Section IX. Deductible, paragraph M. of this POLICY.
15. If multiple INSUREDS are jointly involved in the same CLAIM, then the maximum amount payable for such CLAIM, for all INSUREDS combined, shall not exceed the Aggregate Limit of Liability set forth in Item 4.N. of the DECLARATIONS regardless of the number of INSUREDS involved or persons or organizations asserting CLAIMS.

- B. The Limit of Liability for the OPTIONAL EXTENSION PERIOD shall be part of and not in addition to the AGGREGATE LIMIT OF LIABILITY.
- C. WE shall not be obligated to pay any PENALTIES, DAMAGES, CLAIMS EXPENSES, CYBER EXTORTION LOSS, DATA PROTECTION LOSS, PUBLIC RELATIONS AND CRISIS MANAGEMENT EXPENSES, BUSINESS INTERRUPTION LOSS, CONSEQUENTIAL REPUTATIONAL LOSS; ELECTRONIC CRIME LOSS, FRAUDULENT INSTRUCTION LOSS, PCI FINES, EXPENSES, AND COSTS or PRIVACY BREACH RESPONSE SERVICES or to undertake or continue the defense of any CLAIM, after the AGGREGATE LIMIT OF LIABILITY has been exhausted by payment of PENALTIES, DAMAGES, CLAIMS EXPENSES, CYBER EXTORTION LOSS, DATA PROTECTION LOSS, PUBLIC RELATIONS AND CRISIS MANAGEMENT EXPENSES, BUSINESS INTERRUPTION LOSS, CONSEQUENTIAL REPUTATIONAL LOSS; ELECTRONIC CRIME LOSS, FRAUDULENT INSTRUCTION LOSS, PCI FINES, EXPENSES, AND COSTS or PRIVACY BREACH RESPONSE SERVICES, or after deposit of the AGGREGATE LIMIT OF LIABILITY in a court of competent jurisdiction. Upon such payment, WE shall have the right to withdraw from the further defense of any CLAIM under this POLICY by tendering control of said defense to the INSURED.
- D. If any INSURED is covered for any LOSS both under this POLICY and under any other policy issued by US or any of OUR affiliated insurance companies, other than a policy that expressly states that it is excess over this POLICY, the maximum total applicable limits of liability with respect to such INSURED under all policies, including this POLICY, for all LOSS shall not exceed the largest single available limit of liability under any one such policy, including this POLICY, regardless of whether or not such other policies have been issued for the same, a subsequent, prior or overlapping policy period and regardless of whether or not such other policies provide coverage on the same terms and conditions as this POLICY.

Section IX. Deductible

- A. With respect to Coverage A, the DEDUCTIBLE amount set forth in Item 5.A. of the DECLARATIONS applies separately to each CLAIM, event or group of related events giving rise to a CLAIM. The DEDUCTIBLE shall be satisfied by monetary payments by the NAMED INSURED of covered DAMAGES or CLAIMS EXPENSES.
- B. The DEDUCTIBLE amounts set forth in Item 5.B.(1) and 5.B.(2) of the DECLARATIONS apply separately to each CLAIM, event or group of related events, giving rise to an obligation to provide PRIVACY BREACH RESPONSE SERVICES. Under Coverage B, paragraph 1.a., the Each Event DEDUCTIBLE set forth in Item 5.B.(1) of the DECLARATIONS shall be satisfied solely by monetary payments by the NAMED INSURED for PRIVACY BREACH RESPONSE SERVICES. NOTIFICATION SERVICES will only be provided for each incident, event or related incidents or events requiring notification to at least the number of individuals indicated in Item 5.B.(2) of the DECLARATIONS. If an event requires notices to a number of NOTIFIED INDIVIDUALS equal to or greater than the number set forth in Item 5.B.(2) of the DECLARATIONS, WE will provide NOTIFICATION SERVICES set forth in Coverage B, paragraphs 1.b to all NOTIFIED INDIVIDUALS subject to the Limit of Liability and other provisions of this POLICY.
- C. With respect to Coverage C, the DEDUCTIBLE amount set forth in Item 5.C. of the DECLARATIONS applies separately to each CLAIM, event or group of related events giving rise to a CLAIM. The DEDUCTIBLE shall be satisfied by monetary payments by the NAMED INSURED of covered CLAIMS EXPENSES or PENALTIES.
- D. With respect to Coverage D, the DEDUCTIBLE amount set forth in Item 5.D. of the DECLARATIONS applies separately to each CLAIM, event or group of related events giving rise to a CLAIM. The DEDUCTIBLE shall be satisfied by monetary payments by the NAMED INSURED of covered DAMAGES or CLAIMS EXPENSES.

- E. With respect to Coverage E, the DEDUCTIBLE amount set forth in Item 5.E. of the DECLARATIONS applies separately to each CLAIM, event or group of related events giving rise to a CLAIM. The DEDUCTIBLE shall be satisfied by monetary payments by the NAMED INSURED of covered DAMAGES or CLAIMS EXPENSES.
- F. With respect to Coverage F, the DEDUCTIBLE amount set forth in Item 5.F. of the DECLARATIONS applies separately to each EXTORTION THREAT. The DEDUCTIBLE shall be satisfied by monetary payments by the NAMED INSURED of covered CYBER EXTORTION LOSS.
- G. With respect to Coverage G, the DEDUCTIBLE amount set forth in Item 5.G. of the DECLARATIONS applies separately to each SECURITY BREACH. The DEDUCTIBLE shall be satisfied by monetary payments by the NAMED INSURED of covered DATA PROTECTION LOSS.
- H. With respect to Coverage H, the DEDUCTIBLE amount set forth in Item 5.H. of the DECLARATIONS applies separately to each PUBLIC RELATIONS EVENT. The DEDUCTIBLE shall be satisfied by monetary payments by the NAMED INSURED of covered PUBLIC RELATIONS EXPENSES AND CRISIS MANAGEMENT EXPENSES.
- I. With respect to Coverage I, the DEDUCTIBLE set forth in Item 5.I. of the DECLARATIONS applies separately to each SECURITY BREACH. The DEDUCTIBLE shall be satisfied by covered BUSINESS INTERRUPTION LOSS retained by the NAMED INSURED. The DEDUCTIBLE for Coverage I shall be the greater of:
 - 1. The DEDUCTIBLE amount set forth in Item 5.I. of the DECLARATIONS; or
 - 2. The amount of INCOME LOSS during the WAITING PERIOD.
- J. With respect to Coverage J, the DEDUCTIBLE amount set forth in Item 5.J. of the DECLARATIONS applies separately to each SECURITY BREACH or UNAUTHORIZED DISCLOSURE. The DEDUCTIBLE shall be satisfied by monetary payments by the NAMED INSURED of covered CONSEQUENTIAL REPUTATIONAL LOSS.
- K. With respect to Coverage K, the DEDUCTIBLE amount set forth in Item 5.K. of the DECLARATIONS applies separately to each CLAIM. The DEDUCTIBLE shall be satisfied by monetary payments by the NAMED INSURED of covered PCI FINES, EXPENSES, AND COSTS.
- L. With respect to Coverage L, the DEDUCTIBLE amount set forth in Item 5.L. of the DECLARATIONS applies separately to each FRAUDULENT INSTRUCTION. The DEDUCTIBLE shall be satisfied by monetary payments by the NAMED INSURED of covered FRAUDULENT INSTRUCTION LOSS.
- M. With respect to Coverage M, the DEDUCTIBLE amount set forth in Item 5.M. of the DECLARATIONS applies separately to each incident, event or related incidents or events, giving rise to an obligation to pay ELECTRONIC CRIME LOSS under Coverage M. The DEDUCTIBLE shall be satisfied by monetary payments by the NAMED INSURED of covered ELECTRONIC CRIME LOSS.
- N. In the event that LOSSES arising out of a CLAIM or event are subject to more than one DEDUCTIBLE the applicable DEDUCTIBLE amounts shall apply to such LOSSES provided that the sum of such DEDUCTIBLE amounts shall not exceed the largest applicable DEDUCTIBLE amount.
- O. Satisfaction of the applicable DEDUCTIBLE is a condition precedent to the payment by US of any amounts, or providing of any services hereunder, and WE shall be liable only for the amounts in excess of such DEDUCTIBLE, subject to OUR total Limit of Liability not exceeding the AGGREGATE LIMIT OF LIABILITY, the PRIVACY BREACH RESPONSE AGGREGATE LIMIT OF COVERAGE for NOTIFICATION SERVICES or any applicable Limit of Liability. The NAMED INSURED shall make direct payments within the DEDUCTIBLE to appropriate other parties designated by US.

Section X. Optional Extension Period

- A. In the event of the termination of this POLICY for any reason except the non-payment of premium, the NAMED INSURED shall have the right, upon payment in full of an additional premium, to have issued an endorsement providing an OPTIONAL EXTENSION PERIOD for twelve (12) months for CLAIMS first made against any INSURED and reported to US during the OPTIONAL EXTENSION PERIOD, and arising out of any act, error or omission committed on or after the SUPPLEMENTARY PAYMENTS RETROACTIVE DATE and before the end of the POLICY PERIOD, subject to the conditions set forth herein. In order for the NAMED INSURED to invoke the OPTIONAL EXTENSION PERIOD option, the payment of the additional premium for the OPTIONAL EXTENSION PERIOD must be paid within thirty (30) days of the termination of this POLICY. If notice of election of the OPTIONAL EXTENSION PERIOD and full premium payment is not given to US within such thirty (30) day period, there shall be no right to purchase the OPTIONAL EXTENSION PERIOD.
- B. The Limit of Liability for the OPTIONAL EXTENSION PERIOD shall be part of, and not in addition to, the applicable Limits of Liability for this POLICY PERIOD and the exercise of the OPTIONAL EXTENSION PERIOD shall not in any way increase the AGGREGATE LIMIT OF LIABILITY or any sublimit of liability. The OPTIONAL EXTENSION PERIOD does not apply to Coverages B, F, G, H, I, J, L and M.
- C. All notices and premium payments with respect to the OPTIONAL EXTENSION PERIOD option shall be directed to US.
- D. At the commencement of the OPTIONAL EXTENSION PERIOD, the entire premium shall be deemed earned, and in the event the NAMED INSURED terminates the OPTIONAL EXTENSION PERIOD for any reason prior to its natural expiration, WE will not be liable to return any premium paid for the OPTIONAL EXTENSION PERIOD.

Section XI. Conditions

The insurance provided by this POLICY is subject to the following conditions:

- A. **Notice of Claim, Loss or Circumstance That Might Lead to a Claim or Loss.**
 - 1. With respect to Coverage A, C, D, and K, if any CLAIM is made against the INSURED, the INSURED shall forward as soon as practicable to US written notice of such CLAIM, together with every demand, notice, summons or other process received by the INSURED or the INSURED'S representative. In no event shall such notice to US be later than the end of the POLICY PERIOD or end of the OPTIONAL EXTENSION PERIOD, if applicable. If the INSURED cancels this POLICY, or WE cancel this POLICY for non-payment of premium, the INSURED must report all CLAIMS made against the INSURED within thirty (30) days after the expiration of this POLICY PERIOD.
 - 2. With respect to Coverage B, for a legal obligation to comply with a BREACH NOTICE LAW because of an event (or reasonably suspected event) described in Coverage A, paragraphs 1.a. or 1.b., such event or reasonably suspected event must be reported immediately after discovery by the INSURED. If this POLICY is renewed by US and PRIVACY BREACH RESPONSE SERVICES are provided because of such event or suspected event that was discovered by the INSURED within sixty (60) days prior to the expiration of this POLICY, and first reported sixty (60) days after the POLICY PERIOD, then any subsequent CLAIM arising out of such event or suspected event is deemed to have been made during the POLICY PERIOD.
 - 3. With respect to Coverage E only, if during the POLICY PERIOD, the INSURED first becomes aware of any circumstance or WRONGFUL ACT that could reasonably be the

basis for a CLAIM, the INSURED must give written notice to US as soon as practicable but no later than 60 days after the end of the POLICY PERIOD or OPTIONAL EXTENSION PERIOD (if applicable). Such a notice must include:

- a. The specific details of the act, error, omission, event or SECURITY BREACH that could reasonably be the basis for a CLAIM;
- b. The injury or damage which may result or has resulted from the circumstance; and
- c. The facts by which the INSURED first became aware of the act, error, omission, event or SECURITY BREACH.

Any subsequent CLAIM made against the INSURED arising out of such circumstance or WRONGFUL ACT which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to US.

If, during the POLICY PERIOD, the INSURED notifies any GOVERNMENT ENTITY of a WRONGFUL ACT the INSURED reasonably believes could give rise to a CLAIM and notifies US consistent with paragraph 3. above, WE shall indemnify the INSURED for DAMAGES and CLAIM EXPENSES which the INSURED becomes legally obligated to pay as a result of any CLAIM subsequently made against the INSURED arising out of the WRONGFUL ACT; provided always that the INSURED had no knowledge of such WRONGFUL ACT prior to the effective date of this POLICY and such WRONGFUL ACT took place subsequent to the applicable SUPPLEMENTARY PAYMENTS RETROACTIVE DATE.

4. A CLAIM or legal obligation under paragraph 1., 2., or 3. above shall be considered to be reported to US when written notice is first received by US of the CLAIM or legal obligation, or of an act, error, omission or event which could reasonably be expected to give rise to a CLAIM if provided in compliance with paragraphs 1., 2. and 3. above.
5. With respect to Coverage F, in the event of an EXTORTION THREAT to which this POLICY applies, the INSURED shall notify US immediately upon receipt of any EXTORTION THREAT, and shall thereafter also provide written notice by telecopy, email or express mail within five (5) days following the EXTORTION THREAT.
6. With respect to Coverage G, the INSURED must forward written notice to US immediately upon discovery of alteration, corruption, destruction, deletion or damage to or inability to access a DATA ASSET to which this POLICY applies. All covered DATA PROTECTION LOSS must be discovered and reported (in accordance with paragraph P.1.a. below) to US no later than six (6) months after the end of the POLICY PERIOD.
7. With respect to Coverage H, L and M, the INSURED shall forward as soon as practicable to US a written notice of a PUBLIC RELATIONS EVENT, FRAUDULENT INSTRUCTION, COMPUTER FRAUD or FUNDS TRANSFER FRAUD to which this POLICY applies. If the INSURED cancels this POLICY, or WE cancel this POLICY for non-payment of premium, the INSURED must report all PUBLIC RELATIONS EVENTS, FRAUDULENT INSTRUCTIONS, COMPUTER FRAUDS or FUNDS TRANSFER FRAUDS made against the INSURED within thirty (30) days after the expiration of this POLICY PERIOD.
8. With respect to Coverage I, the INSURED shall forward immediately to US written notice of the interruption or suspension of COMPUTER SYSTEMS to which this POLICY applies in the form of a telecopy, email or express mail. Such notice must be provided during the POLICY PERIOD, or no later than ten (10) days of the end of the POLICY PERIOD; provided all covered BUSINESS INTERRUPTION LOSS must be reported to US (in accordance with paragraph P.1.a. below) no later than six (6) months after the end of the POLICY PERIOD.

9. With respect to Coverage J, the INSURED shall forward immediately to US written notice of the discovery of the SECURITY BREACH or UNAUTHORIZED DISCLOSURE to which this POLICY applies. Such notice must be provided during the POLICY PERIOD, or no later than ten (10) days of the end of the POLICY PERIOD; provided all covered CONSEQUENTIAL REPUTATIONAL LOSS must be reported to US (in accordance with paragraph P.1.a. below) no later than six (6) months after the end of the POLICY PERIOD.

B. Assistance and Cooperation.

1. WE shall have the right to make any investigation WE deem necessary, and the INSURED shall cooperate with US in all investigations, including investigations regarding the application for and coverage under this POLICY. The INSURED shall execute or cause to be executed all papers and render all assistance as is requested by US. The INSURED agrees not to take any action which in any way increases OUR exposure under this POLICY.
2. Upon OUR request, the INSURED shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the INSURED because of acts, errors or omissions, incidents or events with respect to which insurance is afforded under this POLICY; and the INSURED shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
3. The INSURED shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any CLAIM without OUR written consent, except as specifically provided in Section II. Defense and Settlement of Claims, paragraph D.
4. Compliance with a BREACH NOTICE LAW will not be considered as an admission of liability for purposes of this condition.
5. Expenses incurred by the INSURED in assisting and cooperating with US do not constitute CLAIMS EXPENSES under this POLICY.

- C. Subrogation.** If any payment is made under this POLICY and there is available to US any of the INSURED'S rights of recovery against any other party, then WE shall maintain all such rights of recovery. The INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after an incident or event giving rise to a CLAIM or LOSS to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to LOSS paid by US, and lastly to the DEDUCTIBLE. Any additional amounts recovered shall be paid to the NAMED INSURED.

- D. Other Insurance.** The insurance under this POLICY shall apply in excess of any other valid and collectible insurance available to any INSURED, including any self-insured retention or DEDUCTIBLE portion thereof unless such other insurance is written only as specific excess insurance over the POLICY AGGREGATE LIMIT OF LIABILITY or any other applicable Limit of Liability of this POLICY.

- E. Action Against Us.** No action shall lie against US or OUR representatives unless and until, as a condition precedent thereto, the INSURED shall have fully complied with all provisions, terms and conditions of this POLICY and the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment or award against the INSURED after trial, REGULATORY PROCEEDING, arbitration or by written agreement of the INSURED, the claimant, and US.

No person or organization shall have the right under this POLICY to join US as a party to an action or other proceeding against the INSURED to determine the INSURED'S liability, nor shall WE be impleaded by the INSURED or the INSURED'S legal representative.

The INSURED'S bankruptcy or insolvency or of the INSURED'S estate shall not relieve US of OUR obligations hereunder.

- F. **Entire Agreement.** By acceptance of the POLICY, all INSUREDS agree that this POLICY embodies all agreements between US and the INSURED relating to this POLICY. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change any part of this POLICY or stop US from asserting any right under the terms of this POLICY; nor shall the terms of this POLICY be waived or changed, except by endorsement issued to form a part of this POLICY signed by US.
- G. **Assignment.** The interest hereunder of any INSURED is not assignable. If the INSURED shall die or be adjudged incompetent, such insurance shall cover the INSURED'S legal representative as the INSURED as would be permitted under this POLICY.
- H. **Cancellation or Non-Renewal.** The NAMED INSURED may cancel or non-renew this POLICY by returning it to US or by giving US advance written notice of when the cancellation is to take effect. WE may cancel or non-renew this POLICY by mailing to the NAMED INSURED at the NAMED INSURED'S last address as known by US, at least thirty (30) days advance notice of OUR intent to cancel or non-renew, unless such cancellation is for nonpayment of premium.

In the event the NAMED INSURED fails to pay any premium when due, WE may cancel this POLICY by mailing such notice to the NAMED INSURED at least ten (10) days in advance of the effective date of the cancellation. Proof of mailing will constitute proof of notice for purposes of this provision.

The effective date and hour of cancellation stated in the notice or the time of surrender of the POLICY will become the end of the POLICY PERIOD. If this POLICY is cancelled, the NAMED INSURED may be entitled to a premium refund. However, WE are not required to make or offer any refund for any cancellation to be effective. If the NAMED INSURED cancels, the NAMED INSURED shall be responsible for payment of any earned premium calculated on a pro rata basis based on the period the POLICY was in effect plus ten percent (10%) of the unearned premium for the original POLICY PERIOD stated in the DECLARATIONS. If the NAMED INSURED is due a refund the refund will be equal to any unearned premium calculated on a pro rata basis based on the period the POLICY was in effect, less ten percent (10%) of any unearned premium for the original POLICY PERIOD stated in the DECLARATIONS. If WE cancel WE will refund any unearned premium for the original POLICY PERIOD stated in the DECLARATIONS calculated on a pro rata basis.

Bankruptcy or insolvency of the NAMED INSURED will not preclude US from asserting OUR right to cancel or non-renew this POLICY.

- I. **Singular Form of a Word.** Whenever the singular form of a word is used herein, the same shall include the plural when required by context.
- J. **Headings.** The titles of paragraphs, sections, or provisions of or to this POLICY are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the POLICY.
- K. **Warranty By The Insured.** By acceptance of this POLICY, all INSUREDS agree that the statements contained in the Application are their agreements and representations, that they shall be deemed material to the risk assumed by US, and that this POLICY is issued in reliance upon the truth thereof.
- L. **Named Insured As Agent.** The NAMED INSURED shall be considered the agent of all INSUREDS, and shall act on behalf of all INSUREDS with respect to the giving of or receipt of all notices pertaining to this POLICY, the acceptance of any endorsements to this POLICY, and the NAMED INSURED shall be responsible for the payment of all premiums and DEDUCTIBLES.

- M. **Authorization.** By acceptance of this POLICY, the INSURED agree that the NAMED INSURED will act on their behalf with respect to the giving and receiving of any notice provided for in this POLICY, the payment of premiums and the receipt of any return premiums that may become due under this POLICY, and the agreement to and acceptance of endorsements.
- N. **Recovered Property.** If the INSURED or WE recover any PROPERTY, MONEY or DATA ASSETS after a LOSS payment is made, the party making the recovery must give prompt notice of the recovery to the other party. If the recovered PROPERTY is MONEY or other funds, the recovery shall be applied first to any costs incurred by US in recovering the PROPERTY, second to LOSS payments made by US, and third to any DEDUCTIBLE payment made by the NAMED INSURED. If PROPERTY other than MONEY or funds is recovered, then the NAMED INSURED may keep the recovered PROPERTY and return the LOSS payment, plus any costs of recovery incurred by US, or keep the LOSS payment less the costs of recovery incurred by US and transfer all rights in the PROPERTY to US.
- O. **Obligations in the Event of an Extortion Threat.**
1. **Insured's Duty of Confidentiality.** The INSURED shall use its best efforts at all times to ensure that knowledge regarding the existence of this insurance for CYBER EXTORTION LOSS afforded by this POLICY is kept confidential. WE may terminate the insurance provided by this POLICY for CYBER EXTORTION LOSS upon ten (10) days written notice to the NAMED INSURED if the existence of insurance for CYBER EXTORTION LOSS provided by this POLICY becomes public knowledge or is revealed to a person making an EXTORTION THREAT through no fault of OURS.
 2. **Insured's Obligation to Investigate Extortion Threat and Avoid or Limit Extortion Payment.** Prior to the payment of any EXTORTION PAYMENT, the INSURED shall make every reasonable effort to determine that the EXTORTION THREAT is not a hoax, or otherwise not credible. The INSURED shall take all steps reasonable and practical to avoid or limit the payment of an EXTORTION PAYMENT.
 3. **Conditions Precedent.** As conditions precedent to this insurance for CYBER EXTORTION LOSS under the terms of this POLICY:
 - a. **Insured's Obligation to Demonstrate Duress.** The INSURED must be able to demonstrate that the EXTORTION PAYMENT was surrendered under duress.
 - b. **Notification of Police.** The INSURED shall allow US or OUR representative to notify the police or other responsible law enforcement authorities of any EXTORTION THREAT.
- P. **Proof and Appraisal of Loss.**
1. **Proof of Loss.**
 - a. **Proof of Loss.** With respect to Coverage G, I, and J, before coverage will apply, the NAMED INSURED must:
 - i. Prepare and submit to US a written and detailed proof of loss sworn by an officer of the NAMED INSURED within ninety (90) days after the INSURED discovers a DATA PROTECTION LOSS or sustains a BUSINESS INTERRUPTION LOSS or CONSEQUENTIAL REPUTATIONAL LOSS, but in no event later than six (6) months following the end of the POLICY PERIOD. Such proof of loss shall include a narrative with full particulars of such DATA PROTECTION LOSS, BUSINESS INTERRUPTION LOSS or CONSEQUENTIAL REPUTATIONAL LOSS including, the time, place and cause of the incident giving rise to DATA PROTECTION LOSS, BUSINESS INTERRUPTION LOSS or CONSEQUENTIAL REPUTATIONAL LOSS, a detailed calculation of any DATA

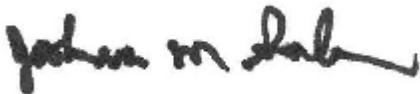
PROTECTION LOSS, BUSINESS INTERRUPTION LOSS or CONSEQUENTIAL REPUTATIONAL LOSS, the INSURED'S interest and the interest of all others in the PROPERTY, the sound value thereof, and the amount of DATA PROTECTION LOSS, BUSINESS INTERRUPTION LOSS or CONSEQUENTIAL REPUTATIONAL LOSS.

- ii. Upon OUR request, submit to an examination under oath and provide copies of the underlying documents, data and materials that reasonably relate to or are part of the basis of the claim for such DATA PROTECTION LOSS, BUSINESS INTERRUPTION LOSS or CONSEQUENTIAL REPUTATIONAL LOSS.

The costs and expenses of preparing and submitting a proof of DATA PROTECTION LOSS, BUSINESS INTERRUPTION LOSS or CONSEQUENTIAL REPUTATIONAL LOSS and establishing or proving DATA PROTECTION LOSS, BUSINESS INTERRUPTION LOSS or CONSEQUENTIAL REPUTATIONAL LOSS or any other LOSS under this POLICY shall be the INSURED'S obligation, and are not covered under this POLICY.

- b. **Appraisal of Loss.** If WE and the NAMED INSURED do not agree on the amount of a LOSS, each party shall select and pay an appraiser or other qualified expert (the "Appraiser") to state the amount of the LOSS or reasonable expenses, and the Appraisers shall choose an umpire. If the Appraisers cannot agree on an umpire, WE or the NAMED INSURED may request a judge of a court having jurisdiction to make the selection. Each Appraiser shall submit the amount of the LOSS or reasonable expenses to the umpire, and agreement by the umpire and at least one of the Appraisers as to the amount of a LOSS shall be binding on all INSUREDS and US. The costs of the umpire and any other costs other than the cost of the Appraisers shall be shared equally among US and the NAMED INSURED. This provision shall govern only the appraisal of the amount of a LOSS, and shall not control the determination of whether such LOSS is otherwise covered by the POLICY. WE will still retain and do not waive OUR rights to deny coverage or enforce any obligation under this POLICY.

In witness whereof, WE have caused this POLICY to be executed and attested.



Joshua M. Salman
CEO/Authorized Representative