

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CYBERFIRST ESSENTIALS INFORMATION SECURITY LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **CYBERFIRST ESSENTIALS INFORMATION SECURITY LIABILITY COVERAGE FORM**

#### **PROVISIONS**

1. The following replaces the second paragraph of Exclusion **b.**, **Claims Or Suits By Insureds Against Insureds**, of **SECTION I – INFORMATION SECURITY LIABILITY COVERAGE**:

This exclusion does not apply to any "claim" or "suit" made or brought by:

- (1) Any person or organization that:
  - (a) Is an insured under Paragraph 4. of Section II – Who Is An Insured in your CyberFirst Essentials General Provisions Form; or
  - (b) Has been added as an additional insured by attachment of an endorsement under this Coverage Part; or
- (2) Your current or former "employee" for failure to prevent unauthorized access to, or use of, data containing private or confidential information of such "employee", but only if such "employee" did not commit or participate in the failure to prevent such unauthorized access or use.

2. The following exclusions are added to Paragraph 2., **Exclusions**, of **SECTION I – INFORMATION SECURITY LIABILITY COVERAGE**:

#### **Expected Or Intended Failure To Provide Access**

Loss arising out of any failure to provide access to your web-site or "your computer or communications network" that was expected or intended by the insured.

This exclusion does not apply if the failure to provide access occurred because you suspended your web-site or "your computer or communications network" to mitigate loss arising out of:

- (1) A "computer virus" that infected your web-site or "your computer or communications network";
- (2) A "denial of service attack"; or

- (3) An unauthorized breach of your web-site or "your computer or communications network" that prevented authorized users from accessing such web-site, or computer or communications network.

#### **Internet Service Interruption**

Loss arising out of an internet service interruption or failure.

This exclusion does not apply if such interruption or failure was caused by you.

3. The following replaces the definition of "information security wrongful act" in the **DEFINITIONS** Section:

"Information security wrongful act" means any of the following committed by or on behalf of an insured in the conduct of your business:

- a. Failure to prevent the transmission of a "computer virus".
- b. Failure to provide any "authorized user" of your web-site or "your computer or communications network" with access to such web-site or such computer or communications network.
- c. Failure to prevent unauthorized access to, or use of, data containing private or confidential information of others.
- d. Failure to provide notification of any actual or potential unauthorized access to, or use of, data containing private or confidential information of others as required by any "security breach notification law" that applies to you.

4. The following is added to the **DEFINITIONS** Section:

"Authorized user" includes your customer, supplier, or supporter.

"Computer virus" means malicious code that is introduced through your web-site or "your computer or communications network". Once introduced, such code may destroy, alter, contaminate or degrade the integrity, quality or performance of data of any computer application software, computer

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network, or computer operating system or related network.

"Denial of service attack" means an intentional attack on a web-site or a computer or communications network for the purpose of nuisance, sabotage, or malicious tampering that has the effect of:

- a.** Depleting system resources available through the Internet to "authorized users" of your web-site or "your computer or communications network"; or

- b.** Impeding access of "authorized users" to your web-site or "your computer or communications network".

"Your computer or communications network" means any computer or communications network that you:

- a.** Rent, lease, license or borrow from others; or
- b.** Own or operate.