



<<COMPANY NAME>>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – CYBER INCIDENT, DATA COMPROMISE, AND
VIOLATION OF STATUTES RELATED TO PERSONAL DATA**

This endorsement modifies insurance provided under the following:

EXCESS CASUALTY FOLLOW FORM POLICY
FOLLOWING FORM EXCESS LIABILITY POLICY
U.S. SHORT EXCESS FORM

It is hereby understood and agreed that:

A. This Policy does not apply to:

Cyber Incident, Data Compromise, And Violation Of Statutes Related To Personal Data

Damages caused by, arising out of, or in any way involving, directly or indirectly:

1. The loss of, loss of use of, corruption of, inability to access, or reduction in functionality of a computer system, including, but not limited to:
 - a. Damage to or loss of data occurring on a computer system;
 - b. Unauthorized access of a computer system;
 - c. Computer malware on a computer system;
 - d. Human error affecting a computer system;
 - e. System failure occurring on a computer system;
 - f. A defect of a computer system;
 - g. Social engineering, including, but not limited to, any phishing, pretexting, spoofing, or other fraudulent, manipulative, or deceptive communication; or
 - h. Cyber extortion;
2. Any:
 - a. Access to or disclosure of (whether such access or disclosure is authorized or unauthorized); or
 - b. Theft, alteration, or corruption of;
any person's or organization's confidential, intellectual, or proprietary information or data, including, but not limited to, personal data, patents, trade secrets, processing methods, customer lists, or any other type of nonpublic information; or
3. Damages caused by, arising out of, or in any way involving, directly or indirectly, any action or omission that violates or is alleged to violate any federal, state, or local statute, law, rule, ordinance, or regulation that addresses, prohibits, regulates, or limits the printing, interception, dissemination, disposal, collecting, recording, sending, transmitting, communicating, distribution, sharing, sale, storage, retaining, receiving, or protection of personal data, including, but not limited to:
 - a. The Illinois Biometric Information Privacy Act (BIPA);

- b. The California Consumer Privacy Act (CCPA);
 - c. The California Invasion Of Privacy Act (CIPA);
 - d. The New York Stop Hacks and Improve Electronic Data Security Act (SHIELD Act);
 - e. The European Union General Data Protection Regulation (GDPR); or
 - f. Any similar or related federal, state, or local statute, law, rule, ordinance, or regulation;
- including any amendments thereto.

This exclusion applies even if damages are claimed for notification costs, credit monitoring or repair expenses, forensic expenses, public relation expenses, costs associated with the replacement or reissuance of payment cards, fines, penalties, loss of use of property that has not been physically damaged, or any other loss, cost, or expense incurred by the Insured or others arising out of that which is excluded above.

However, this exclusion does not apply to liability for damages because of bodily injury or physical damage to tangible property of others. For the purpose of this exclusion, electronic data is not tangible property. The insurance afforded by this exception is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent, or issued on any other basis. This does not apply to any insurance policy written specifically to apply in excess of this policy.

As used in this exclusion:

- a. Computer system means computer hardware, firmware, software, or any components thereof.
- b. Electronic data means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.
- c. Personal data means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked to a particular person or household, including, but not limited to:
 - (1) Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, password, account name, social security number, driver's license or state identification card number, passport number, telephone number, insurance policy number, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information, or other similar identifiers, characteristics, or descriptors;
 - (2) Commercial information, including records of personal property, products, or services purchased, obtained, or considered, transactions occurring over a peer-to-peer electronic cash system, or other purchasing or consuming histories or tendencies;
 - (3) Biometric data or information (such as a fingerprint, voice print, retina or iris image, or other unique physical representation or digital representation of biometric data);
 - (4) Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a person's or household's interaction with an internet website, application, or advertisement;
 - (5) Geolocation data;
 - (6) Audio, electronic, visual, thermal, olfactory, or similar information;
 - (7) Professional or employment-related information that is not publicly available;
 - (8) Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. section 1232g; 34 CFR Part 99) including any amendments thereto;
 - (9) Identifiers set forth in any state or federal consumer protection or privacy statute or law including, but not limited to, the identifiers shown in Paragraphs (1) through (8) above; or
 - (10) Inferences drawn from any of the identifiers shown in Paragraphs (1) through (9) above to create a profile about a person or household reflecting such person's or household's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, or aptitudes.

B. If this Policy contains:

1. An endorsement adding an insuring agreement that specifically provides coverage that is excluded in Paragraph **A.** above, then the exclusion added by this endorsement does not apply to such insuring agreement solely to the extent of the coverage provided by such endorsement.
2. An Electronic Data exclusion, under any name, the exclusion added by this endorsement replaces such Electronic Data exclusion.

All other terms and conditions remain unchanged.